

# ROSWELL INDEPENDENT SCHOOLS

## INVITATION TO BID

### BID # 24-07

## Fencing Installation, Repair, and Replacement Services

### BID Schedule

Action	Date & Time
BID Issued	December 7, 2023
<b>READ ALL BID DOCUMENTS:</b> Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Invitation to Bid. Offerors should promptly notify the CPO of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the BID.	
Deadline for Questions	December 12, 2023 @ 5:00pm (local time)
Response to Written Questions	December 14, 2023
Final BID Addendum Deadline	December 14, 2023
BID Due Date and Time	December 21, 2023 @ 2:00pm (local time)
Evaluation of Bids	TBD
Successful Offeror Notified	Estimated January 16, 2023

### BID Contact Information

<b>Name</b>	Chris Thweatt, CPO
<b>Phone Number</b>	(575) 627-2528
<b>E-Mail</b>	cthweatt@risd.k12.nm.us
<i>Any inquiries or requests regarding clarification of this BID document shall be submitted to the CPO in writing. Offerors may contact ONLY the CPO regarding the terminology stated in the procurement documents.</i>	

### BID Submittal

Offerors shall provide one (1) original paper copy with three (3) hard copies and one (1) electronic copy of their bid proposal. The Bid Proposal shall consist of the documents listed in the Specifications (documents can be found on pages 12-19) and also include the Bid Price and Cost of Extra Services (page 11) and any Amendment(s) to the BID.

### BID Term

The Roswell Independent School District reserves the right to enter into a contract which consists of an initial one (1) year agreement and allows for up to three (3) renewal options for a total of four (4) years.

# OFFEROR'S GENERAL INSTRUCTIONS

1. **READ ALL DOCUMENTS:** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Invitation to Bid. Offerors should promptly notify the CPO of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the BID.
2. **OFFICIAL CONTACT:** Offerors may contact **ONLY** the CPO regarding the terminology stated in the procurement documents. Other District employees do not have the authority to respond on behalf of the District.  
  
Offerors **MAY NOT** contact other District departments, employees or the evaluation committee. Any contact with a District department, employee or evaluation committee member may result in rejection of any proposal. Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than the CPO will have no legal bearing on this BID or the resulting contract(s). Any response made by the District will be provided in writing to all Offerors by addendum; no verbal responses shall be authoritative.
3. **WRITTEN QUESTIONS:** Potential Offerors may submit written questions to the CPO as to the intent or clarity of this BID. All written questions must be addressed and submitted to the CPO **NO LATER** than the date and time specified in this BID. All times are subject to the local time zone. The CPO will respond in a timely manner subject to the complexity of the questions. The CPO will **ONLY** respond to the written questions submitted and received on or prior to the deadline in this BID.
4. **SUBMISSION:** The submission of a proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in submitted proposal. By responding to this BID, Offerors acknowledge and agree to the terms and conditions set form in this BID.
5. **ELECTRONIC BID DOCUMENTS:** This BID is being made available by electronic means. In the event of conflict between a version of the BID in the Offeror's possession and the version maintained by the District, the Offeror acknowledges that the version maintained by the District on the District's procurement website shall govern.
6. **INCURRING COSTS:** Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this BID shall be borne solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
7. **PROPOSAL OFFER FIRM:** Responses to this BID, including proposal prices for services, will be considered firm for one hundred twenty (120) days after due date. If a best and final offer is requested, the offer is good for ninety (90) days after receipt of best and final offer.

8. **FORMS AND ATTACHMENTS:** It is the responsibility of every Offeror to ensure they have downloaded the latest version of each BID, including any addendum(s) which may have been issued and posted on the District's Procurement Department Website.
9. **ADDENDUM(S):** No Addendum will be issued later than **December 14, 2023**, except an Addendum withdrawing the BID or one which extends the date for receipt of proposals. Offerors should revisit the website ([http://www.risd.k12.nm.us/finance\\_and\\_operations/business\\_services/purchasing\\_bids\\_rfp](http://www.risd.k12.nm.us/finance_and_operations/business_services/purchasing_bids_rfp)) prior to the due date before submitting their proposal to the Roswell Independent School District. All addendums must be acknowledged in the submitted proposal.
10. **CORRECTIONS:** Corrections shall be initialed in ink by the Offeror signing the proposal. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
11. **EXCEPTIONS:** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications and/or scope of work attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.  
The CPO, after review of the proposals may request clarifications on information submitted by any and all Offerors in a written format, with a specified deadline for response.
12. **DISTRICT DISCRETION:** The District hereafter referred to as RISD reserves the right, pursuant NMSA 1978, §13-1-132, in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived. RISD reserves the right to add to or delete from the Scope of Work set forth in this BID.
13. **BRAND NAMES:** Pursuant to NMSA 1978, §13-1-168, where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition pursuant to NMSA 1978 §13-1-168. If a vendor proposes an "equal" to scope of work/specifications, RISD is the sole interpreter of the scope of work/specifications and sole judge as to whether the "equal" proposed complies with the scope of work/specifications
14. **OFFEROR QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirement specified within this BID. The Evaluation Committee may reject the proposal of any potential Offeror who is deemed not to be a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
15. **AWARD:** RISD reserves the right to award all, part or none of the Scope of Work set forth in this BID. This procurement in no manner obligates the Roswell Independent School District until a valid signed contract and/or valid Purchase Order is executed.
16. **PREFERENCES:** BIDs may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. **PLEASE NOTE: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this BID includes federal funds.**
17. **TIMELY SUBMISSIONS:** All Offeror proposals must be received for review and evaluation no later than the time and date specified in this BID.

If you have any questions contact the CPO listed on the BID documents for assistance.

18. **EXTEND SUBMISSION TIME:** RISD may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of RISD to do so. Such extensions shall be by addendum(s), which may be issued before the submission due date.
19. **BID CANCELLATION OR REJECTION:** In accordance with NMSA 1978, §13-1-131, this BID may be canceled or proposals may be rejected in whole or in part when it is in the best interest of the Roswell Independent School District.
20. **BID OPENING:** Submitted proposals shall not be publicly opened. The contents of the proposals shall not be disclosed during any negotiations that may occur. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, §13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Invitation to Bid. Awarded in this context means the final required RISD signature on the contract(s) resulting from the procurement has been obtained.
21. **RESPONSIBLE AND RESPONSIVE OFFER:** RISD may reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §131-85.
22. **SOLE RESPONSE:** Any sole response that is received may be rejected by RISD depending on available competition and timely needs of RISD. RISD reserves the right to award the contract to the responsible Offeror submitted responsive proposal most advantageous and in the best interest of RISD.
23. **NEGOTIATIONS:** RISD reserves the right to discontinue negotiations with any Offeror.
24. **AFTER AWARD:** After final contract is negotiated, approved and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Procurement Department will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “**Proprietary**” or “**Confidential**” subject to the following requirements.  
Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, NMSA 1978, §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
25. **ASSIGNMENT:** It is mutually understood and agreed that the successful Offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of RISD.
26. **RISD SCHOOL BOARD APPROVAL:** The award of this contract is not final until approved by the RISD School Board (if applicable) and/or contract is signed by both parties.
27. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.  
“**Agency**” shall mean the Roswell Independent School District (RISD)  
“**Award of Contract**” shall mean a formal written notice by RISD that a firm(s) has/have been selected to enter into a contract for services.  
“**Contract**” shall mean an agreement for the procurement of items of tangible personal property or services.  
“**Contractor**” shall mean the successful Offeror.

“**Determination**” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms “**may**”, “**can**”, “**should**”, or “**prefers**” identify a desirable or discretionary item or factor.

“**Evaluation Committee**” shall mean a body constituted to evaluate proposals and make selection recommendation.

“**Finalist**” is defined as an Offeror who meets all the mandatory specifications of the BID and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“**Mandatory**” the terms “**must**”, “**shall**”, “**will**”, “**is required**”, or “**are required**”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“**Offer**” – the term means “proposal”, “solution”, means all documents submitted to RISD responding to BID.

“**Offeror**”, “**Bidder**”, or “**Proposer**” is any person, corporation, or partnership who chooses to submit a proposal in response to this BID.

“**Owner**” shall be the Roswell Independent School District.

“**Purchase Order**” shall mean the document, which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing contract.

“**Request for Proposal**” or “**RFP**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“**Responsible Offeror**” shall mean an Offeror who submits a responsive bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible property described in the RFP.

“**Responsive Offer**” or “**Responsive Proposal**” shall mean a bid, which conforms in all material respects to the requirements set forth in the BID.

# TERMS AND CONDITIONS

1. **TERM:** RISD reserves the right to procure the services/goods as described in this BID and enter into a contract as described on BID front cover.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the RISD Procurement Officer.
3. **NO MINIMUM GUARANTEE:** The Roswell Independent School District does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
4. **PRICING ESCALATION (if applicable):** Price escalation may be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from Contractor stating reason(s) for escalation and the amount being requested. Justifying documentation **MUST** accompany price escalation request.
5. **TAXES:** RISD holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** RISD's obligation to make payment under the terms of this BID is contingent upon its appropriation of sufficient funds to make those payments. If RISD does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. RISD's determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
8. **TERMINATION:** Either party may terminate this contract as follows:
  - A. Termination by the Contractor
    1. The Contractor may terminate this contract **only** if RISD fails to comply with any provisions of this contract and after receiving notice of the noncompliance RISD fails to cure the noncompliance within ten (10) days, or
    2. By written mutual agreement between the Contractor and RISD.
  - B. Termination by RISD
    1. For Cause
      - a. The occurrence of either one of the following events will justify termination for cause:
        - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).

ii. Contractor's violation in any substantial way of any provisions of this contract.

b. If either one of the events identified above occur, RISD may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.

c. Where Contractor's services have been so terminated by RISD, the termination will not affect any rights or remedies of RISD against Contractor than existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by RISD will not release the Contractor from liability.

2. For Convenience

a. Upon ten (10) days written notice to Contractor, RISD may without cause and without prejudice to any other right or remedy of RISD, elect to terminate the contract.

b. In such case, Contractor shall be paid (without duplication of any items):

i. For completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination.

ii. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.

c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

9. **INDEMNIFICATION:** The Offeror shall be responsible for damage to persons or property that occurs as a result of Offeror's fault or negligence, or that of any of his/her employees, agents or subcontractors. Offeror shall save and hold harmless the Roswell Independent School District against any and all losses, cost, damage, claims, expenses 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 at the Offeror's expense.

10. **INSURANCE (If Applicable):** The successful Offeror shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability Insurance approved by RISD at the time of contract award. RISD shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

General Liability Insurance – per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Professional Liability Insurance (E&O)-per occurrence Professional Aggregate - \$2,000,000	\$2,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$10,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000
Worker's Compensation and Employers Liability	\$1,000,000

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

11. **AUDIT:** RISD reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by RISD personnel or a third party under contract with RISD. RISD shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from RISD the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee RISD's access to books and records of such party.
12. **GOVERNING LAW:** This BID and any contract with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
13. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for RISD. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of RISD as a result of this procurement.
14. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 as amended, shall not be permitted to do business with RISD and shall not be considered for award of the contract during the period for which it is debarred or suspended.
15. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and RISD that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to RISD.
16. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, and employees of RISD other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless RISD from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
17. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
18. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (RISD's designated address).
19. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by RISD. If delay in delivery is foreseen, Seller must notify the RISD Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
20. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
21. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.
22. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.



23. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
24. **PAYMENT:** Any invoice received and payment made shall be subject to RISD's terms and conditions (NET 30) unless specifically waived by RISD in a separate written document.
25. **ASSIGNMENTS:** The awarded contractor shall not assign nor delegate specific duties as part of this BID not transfer any interest not assign any claims for money due or to become due under this BID without the written consent of RISD.
26. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 44-7A-1, et seq. as amended.

## **PROTESTS**

If any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but **NO LATER THAN** fifteen (15) calendar days after the facts or occurrences giving rise thereto (NMSA 1978, §13-1-172). The protest must be in writing and delivered to the CPO - Procurement Department, Roswell, New Mexico

1. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (NMSA 1978, §13-1-173).
2. The Purchasing Agent or his/her Designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (NMSA 1978, §13-1-174).
3. The Purchasing Agent or his/her Designee shall promptly issue a determination relating to the protest. The determination shall:
  - A. State the reasons for the action taken; and
  - B. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1183.
4. A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to the protestant and other Offerors involved in the procurement in compliance with NMSA 1978, §13-1-176.

# SPECIFICATIONS

## SCOPE OF WORK/SERVICES

### A. Purpose.

The intent and purpose of this Invitation for Bid is to establish term contracts with qualified suppliers to furnish all labor, materials, equipment, and supervision necessary to provide the repair, replacement, and installation of fencing and gates as needed and requested in accordance with the enclosed general terms, conditions and specifications.

Per Section 13-1-153 Multiple source award; limitations on use and Section 13-1-154 Multiple source award; determination required, the Roswell Independent School District has determined that it is necessary, if possible, to make a multiple source award to ensure that the vendor requirement is met.

1. The number of fences that need repairs or replacement each year is contingent on individual properties. At this time, the severity of needs has not been determined and no guarantee is made regarding the amount of work this contract will entail.

### B. Specifications.

1. Fences, Gates and Accompanying Hardware.

#### LOT A

##### a. Galvanized Chain Link Fence and Gates.

- i. All chain link fence shall be galvanized and must comply with standards of the Chain Link Fence Manufacturer's Institute.
- ii. Fence, gate(s) and accompanying hardware should be provided as a complete system produced by a single manufacturer, including necessary erection accessories, fittings, and fastenings.
- iii. Comply with ASTM A-53 for requirements of Schedule 40 piping.
- iv. Height of fence shall be measured from the top of concrete footing to the top of post.
- v. Provide fabric in one-piece heights for fence heights up to 10 feet measured between top and bottom of outer edge of selvage knuckle or twist. Comply with ASTM A 392, CLFMI CLF 2445, and requirements indicated below:
  1. Steel Wire Fabric: Galvanized wire, 0.148" (9 gauge) diameter for fences;
  2. 2" mesh size for fabric; and
  3. Knuckled top and bottom for Selvages.
- vi. Gate frames shall be assembled with fully coped welds. All ferrous metal components shall be SSPC-6 commercial blast cleaned.

vii. Gate Hardware;

1. Hinges: non-lift-off type, offset to permit 180-degree swing, and of suitable size and weight to support gate. Provide 1-1/2 pair of hinges for each leaf over 6 feet high.
2. Latches: plunger bar type complete with flush plate set in concrete for all double gates and single gates over 10'. Padlock eye shall be an integral part of latch construction. A flush plate shall be set in concrete for both the full open position and full closed position.

viii. Miscellaneous Materials and Accessories

1. Post tops: Steel, wrought iron, or malleable iron are considered acceptable.
2. Stretcher Bars: one piece equal to full height of fabric, minimum cross-section 3/16" by 3/4".
3. Metal Bands: steel, wrought iron, or malleable iron are considered acceptable. Shall be used to secure stretcher bars to end, corner, pull and gate posts.
4. Wire Ties: shall be used for tying fabric to line posts, rails and braces and made of 9-gauge steel wire with matching chain link finish.
5. Bolts and Nuts: shall conform to ASTM A-307, Grade A.

ix. All installation procedures shall follow a uniform process. **Refer to Attachment A for details.**

b. Fusion Bonded Chain Link Fence and Gates.

- i. All chain link fence shall be thermally bonded polyvinyl chloride (PVC), plastic resin finish over galvanized steel wire and must Comply with standards of the Chain Link Fence Manufacturer's Institute.
- ii. All gates and gate hardware shall be powder coated.
- iii. Fence, gate(s) and accompanying hardware should be provided as a complete system produced by a single manufacturer, including necessary erection accessories, fittings, and fastenings.
- iv. Comply with ASTM A-53 for requirements of Schedule 40 piping.
- v. Height of fence shall be measured from the top of concrete walk or finish grade to the top of post.
- vi. Provide fabric in one-piece heights for fence heights up to 10 feet measured between top and bottom of outer edge of selvaige knuckle or twist. Comply with ASTM A 392, CLFMI CLF 2445, and requirements indicated below:
  1. Steel Wire Fabric: Galvanized wire, 0.148" (9 gauge) diameter for fences;
  2. 2" mesh size for fabric; and

3. Knuckled top and bottom for Selvages.
- vii. Gate frames shall be assembled with fully coped welds. All ferrous metal components shall be SSPC-6 commercial blast cleaned.
- viii. Gate Hardware;
  1. Hinges: non-lift-off type, offset to permit 180-degree swing, and of suitable size and weight to support gate. Provide 1-1/2 pair of hinges for each leaf over 6 feet high.
  2. Latches: plunger bar type complete with flush plate set in concrete for all double gates and single gates over 10'. Padlock eye shall be an integral part of latch construction. A flush plate shall be set in concrete for both the full open position and full closed position.
- ix. Miscellaneous Materials and Accessories
  1. Post tops: Steel, wrought iron, or malleable iron are considered acceptable.
  2. Stretcher Bars: one piece equal to full height of fabric, minimum cross-section 3/16" by 3/4".
  3. Metal Bands: steel, wrought iron, or malleable iron are considered acceptable. Shall be used to secure stretcher bars to end, corner, pull and gate posts.
  4. Wire Ties: shall be used for tying fabric to line posts, rails and braces and made of 9-gauge steel wire with matching chain link finish.
  5. Bolts and Nuts: shall conform to ASTM A-307, Grade A.
- x. All installation procedures shall follow a uniform process. **Refer to Attachment B for details.**

## **LOT B**

### c. Ornamental Picket Fence, Gates and Accompanying Hardware.

- i. Pickets: Fabricated of galvanized steel tubular members per ASTM A787 with a G90 zinc coating 0.90 oz/ft<sup>2</sup> and steel to have 45,000 psi (310 MpPa) yield strength. Picket size shall be 3/4" or 5/8" sq x 16 or 18-gauge wall thickness and spaced at 4" O.C. Pickets shall be attached to rails using 1/4" industrial drive rivets.
- ii. Rails: Horizontal U" channels shall be 1/2" x 1-1/2", 1/8" 15-gauge wall thickness and galvanized: G90 zinc coating 0.90 oz/ft<sup>2</sup>, manufactured per ASTM A-653/A653M with a 50,000 psi (344 MPa) yield strength. Rails shall be mechanically punched to receive pickets and drive rivets. Attach rails to brackets using one-way security fastener.
- iii. Posts: Fabricated of galvanized square steel tubular members per ASTM A787 with a G90 zinc coating, 0.90 oz/ ft<sup>2</sup> and steel to have 45,000 psi (310 MPa) yield strength. Post size 3" sq x 14-gauge wall thickness.

- iv. Finish: All posts, caps and fence panels shall be polyester coated individually after fabrication to thoroughly coat all surfaces for additional corrosion protection. All components enter a 5 stage in line cleaning process to prepare the galvanized surfaces for complete adhesion of the finish coat. Components are given a TGIC polyester resin powder coating applied by the electrostatic spray process to 3.0 mil thickness. The finish is baked in an oven for 15 - 20 minutes at a temperature ranging from 400°F. Color: Black.
- v. Gates shall consist of ornamental picket swing gates to match the style and color of fence.
- vi. Miscellaneous Materials and Accessories
  1. Post Caps: Aluminum or formed steel manufactured to form a weather-tight closure. Caps shall be flat top style on each post.
  2. Rail/Post Brackets: Standard 1/2" x 1-1/2" galvanized steel channels. Cover to be pressed to bracket for permanent installation. Bracket shall be fastened to post with one galvanized hex bolt. Rails shall be attached to bracket with oneway security fastener.
  3. Rings: Cast aluminum rings attached to rails by insertion of mounting block into upper rail. Rings attached to rails with standard drive rivet to prevent removal.
  4. Pickets shall be secured to rails with 1/4-inch aluminum industrial drive rivets to prevent movement. Rivets have a sheer strength of 1,500# and a holding power of 1,100#.
  5. Finial Tops of Pickets: Cast aluminum, attached to pickets by 1/4" rivets. All finials extend 6" above rail.
  6. Picket Tops shall be pointed top.
- vii. All installation procedures shall follow a uniform process. **Refer to Attachment C for details.**

#### C. General Requirements.

1. Successful Bidder(s) shall be a firm regularly engaged in fencing repair and replacement and have sufficient equipment, materials, and trained personnel experienced in fencing installation and repairs, and transportation available to satisfactorily complete work as specified.
2. Fence replacement and repair services are required on an as needed basis. Services include, but are not limited to, repair or replacing damaged and/or broken fencing and gates, excavating, setting posts, installing concrete, rails, bracing, gates, and chain link mesh. Unless otherwise stated, 9-gauge fabric shall be installed to secure all fences.
3. Successful Bidder(s) shall designate at least one (1) person within their firm as a single point of contact ("POC") with office and cell phone numbers for accessibility.
4. Fence posts shall be set according to the gate openings specified prior to each project start or with changes accompanying the service call work assignment.

5. At the end of each workday, the Successful Bidder(s) shall be responsible for cleaning the site and all grounds that it has occupied of all rubbish, debris, and old fencing. No debris shall be deposited in containers owned by the County unless authorized to do so. All parts of the work site shall be left in a neat, orderly, and presentable condition.
6. Any brush or vegetation cut shall be removed at the end of the work performed.
7. The Successful Bidder(s) shall coordinate with the department's authorized representative for work scheduling. This includes but is not limited to availability of work areas, security planning, and coordination with all agencies and utility providers such as Miss Utility.
8. Some facilities require a security clearance and/or background check. The Successful Bidder(s) shall be informed, in advance, of work requested at a secure facility that requires a security clearance and/or background check.
9. The Successful Bidder(s) shall keep the department's authorized representative informed of the status of all work in progress on a daily basis or as requested on the Work Plan, including estimated competition date and any issues which may cause a delay in competition.

D. Work Site Safety.

1. Successful Bidder(s) shall be responsible for the safety of its employees and the general public while completing services.
2. The Successful Bidder(s) shall have a minimum of two (2) 5lb. fire extinguishers at the site at all times and must be readily available for use if needed.
3. All equipment and services shall comply with all current Virginia laws, Federal laws, ordinances, and regulations. The materials and installation services shall be performed according to current OSHA and EPA standards.
4. Except to the extent that more explicit or stringent requirements are written directly into this Invitation for Bid document, all applicable codes, regulations, and standards have the same force and effect and are made a part of the contract documents by reference.
5. Successful Bidder(s) shall immediately report all occurrences of damage and or personal injury done by its employees to County employees or property, citizens, private property, and Bidder's employee.
6. Damage to property or loss of vegetation shall be replaced or repaired by the Successful Bidder(s) at no cost to the County within a reasonable period of time, satisfactory to the County. The County may elect to deduct the cost of repairs to damaged property from Successful Bidder's project invoice if necessary.
7. The County reserves the right to have their own safety inspectors inspect any property damage or personal injury that occurs on County property or County maintained property.
8. The Successful Bidder(s) shall be solely responsible for any and all spills or leaks caused by the Successful Bidder(s) and its agents while performing work under the terms of any resulting project. The Successful Bidder(s) shall notify a County representative within one (1) hour. At no cost to the County, the Successful Bidder(s) shall contain, remediate, and restore the site of the

spill to pre-spill conditions in accordance with applicable local, state and Federal regulations, and, if on County property, in accordance with the Invitation for Bid requirements.

9. Successful Bidder(s) shall be responsible for any and all costs associated with the remediation of any hidden contamination discovered to have been the result of a spill or leak. A written report shall be submitted by the Successful Bidder(s) identifying the substance, quantity released, reportable quantity for the substance, agencies notified, and represented contacted for any remediation performed.

E. Personnel.

1. All personnel shall be adequately experienced in fence repair, removal, and installation, and shall be trained, certified and skilled to operate all equipment necessary to perform these services.

2. All personnel shall be clearly identified and carry proper Company identification. Such identification shall be marked on an outer garment and worn at all times.

3. The County may provide security/contractor badges for employees to wear on County property if determined to be necessary.

4. The County shall have the right to require that the Successful Bidder(s) dismiss any employee from the premises whose conduct is improper, inappropriate, or offensive.

## ATTACHMENT A

### **Installation Procedure for Galvanized Chain Link Fence, Gates, and Hardware**

1. Space posts equidistant in the fence line with a maximum of 10 feet on center or as shown on drawings.
2. Footings: Excavate holes as indicated for fence and gate posts. Excavate footings to depths and widths as noted in Specifications or on drawings. Install gravel drainage material in bottom of hole as shown on the drawings.
3. Setting Posts and Footings at Concrete Areas: Set posts in center of hole. Embed post so that bottom of post is flush with the bottom of concrete footing and in gravel drainage layer. Fill hole with concrete. Plumb and align posts. Vibrate or tamp concrete for consolidation. Finish elevation on top of footing to be coordinated with construction of concrete adjacent to posts or as shown on drawings. Do not attach fabric to posts until concrete has cured a minimum of 7 days.
4. Setting Posts and Footings in Grass Areas: Set posts in center of hole. Embed post so that bottom of post is flush the bottom of concrete footing and in gravel drainage layer. Fill hole with concrete. Plumb and align posts. Vibrate or tamp concrete for consolidation. Finish concrete in a dome shape above ground to shed water. Do not attach fabric to posts until concrete has cured a minimum of 7 days.
5. Locate corner posts at corners and at changes in direction. Use pull posts at all abrupt changes in grade and at intervals no greater than 500 feet. On runs over 500 feet, space pull posts evenly between corner or end posts. On long curves, space pull posts so that the strain of the fence will not bend the line posts.
6. Install top rail continuously through post caps or extension arms, bending to radius for curved runs. Install expansion couplings as recommended by fencing manufacturers.
7. Install intermediate rails in one piece between posts and flush with post on fabric side using special offset fittings where necessary.
8. Diagonally brace corner posts, pull posts, and terminal posts to adjacent line posts with truss rods and turnbuckles.
9. Attach fabric to playing field side of fence. Bottom of fabric to be set on finished grade of curb, track or playing field except when indicated otherwise. Thread stretcher bars through fabric using one bar for each gate and end post and two for each corner and pull post. Pull fabric tight so that the maximum deflection of fabric is 2 inches when a 30 pound pull is exerted perpendicular to the center of a panel. Maintain tension by securing stretcher bars to posts with metal bands spaced 15 inches oc. Fasten fabric to steel framework with wire ties spaced 12 inches oc for line posts and 24 inches oc for rails and braces. Bend back wire ends to prevent injury. Tighten stretcher bar bands, wire ties, and other fasteners securely.
10. Position bolts for securing metal bands and hardware so nuts are located opposite the fabric side of fence. Tighten nuts and score excess threads.
11. Secure post tops, extension arms, and caps with one-way cadmium plated steel screws. Install gates plumb and level and adjust for full opening without interference. Install ground-set items in concrete for anchorage, as recommended by fence manufacturer. Adjust hardware for smooth operation and lubricate where necessary. Attach fabric as for fencing. Install ground-set items in concrete as shown on the drawings.
12. Touch Up: Small nicks or other blemishes shall be touched up with paint materials suitable for and matching the finish of the damaged material. Severely damaged fencing /gates deemed as unacceptable at the sole discretion of the Owner or its representatives shall be replaced at the contractor's expense.



## **ATTACHMENT B**

### **Installation Procedure for Fusion Bonded Chain Link Fence, Gates, and Hardware**

1. Space posts equidistant in the fence line with a maximum of 10 feet on center or as shown on drawings.
2. Footings: Excavate holes as indicated for fence and gate posts. Excavate footings to depths and widths as noted in Specifications or on drawings. Install gravel drainage material in bottom of hole as shown on the drawings.
3. Setting Posts and Footings at Concrete Areas: Set posts in center of hole. Embed post so that bottom of post is flush with the bottom of concrete footing and in gravel drainage layer. Fill hole with concrete. Plumb and align posts. Vibrate or tamp concrete for consolidation. Finish elevation on top of footing to be coordinated with construction of concrete adjacent to posts or as shown on drawings. Do not attach fabric to posts until concrete has cured a minimum of 7 days.
4. Setting Posts and Footings in Grass Areas: Set posts in center of hole. Embed post so that bottom of post is flush the bottom of concrete footing and in gravel drainage layer. Fill hole with concrete. Plumb and align posts. Vibrate or tamp concrete for consolidation. Finish concrete in a dome shape above ground to shed water. Do not attach fabric to posts until concrete has cured a minimum of 7 days.
5. Locate corner posts at corners and at changes in direction. Use pull posts at all abrupt changes in grade and at intervals no greater than 500 feet. On runs over 500 feet, space pull posts evenly between corner or end posts. On long curves, space pull posts so that the strain of the fence will not bend the line posts.
6. Install top rail continuously through post caps or extension arms, bending to radius for curved runs. Install expansion couplings as recommended by fencing manufacturers.
7. Install bottom rails in one piece between posts and flush with post on fabric side using special offset fittings where necessary.
8. Horizontally brace corner posts, pull posts, and terminal posts to adjacent line posts with intermediate brace rail.
9. Diagonally brace corner posts, pull posts, and terminal posts to adjacent line posts with truss rods and turnbuckles.
10. At perimeter 6'-0" fence, attach fabric to security side of fence for lawn areas. Maintain a maximum 1 inch clearance above finished grade except when indicated otherwise. Thread stretcher bars through fabric using one bar for each gate and end post and two for each corner and pull post. Pull fabric tight so that the maximum deflection of fabric is 2 inches when a 30 pound pull is exerted perpendicular to the center of a panel. Maintain tension by securing stretcher bars to posts with metal bands spaced 15 inches oc. Fasten fabric to steel framework with wire ties spaced 12 inches oc for line posts and 24 inches oc for rails and braces. Bend back wire ends to prevent injury. Tighten stretcher bar bands, wire ties, and other fasteners securely.
11. Position bolts for securing metal bands and hardware so nuts are located opposite the fabric side of fence. Tighten nuts and score excess threads.
12. Secure post tops, extension arms, and caps with one-way cadmium plated steel screws.
13. Install gates plumb and level and adjust for full opening without interference. Install ground-set items in concrete for anchorage, as recommended by fence manufacturer. Adjust hardware for smooth operation and lubricate where necessary. Attach fabric as for fencing. Install ground-set items in concrete as shown on the drawings.
14. Touch Up: Small nicks or other blemishes shall be touched up with paint materials suitable for and matching the finish of the damaged material. Severely damaged fencing /gates deemed as unacceptable at the sole discretion of the Owner or its representatives shall be replaced at the contractor's expense.

## ATTACHMENT C

### **Installation Procedure for Ornamental Fence, Gates, and Hardware**

1. Install fence per fence industry standards and per manufacturer's instructions.
2. Set posts in concrete having a diameter 4 times the diameter of the post, and 6 inches deeper than the bottom of the post. Forms are not necessary or recommended.
3. Check each post for vertical and top alignment.
4. Attach panels to brackets using two 1/4-inch aluminum aircraft rivets.

Install and secure specified post tops.

### **Bid Submission Requirements.**

1. Complete bid submissions shall include the following documents:
  - a. Bid Form (Page 19)
  - b. Bid Pricing Sheet (Complete Excel Spread Sheet)
  - c. Letter of Transmittal Form (Page 22)
  - d. Conflict of Interest, Non-Collusion and Debarment/Suspension Certification Form (Page 23)
  - e. Campaign Contribution Disclosure Form (Page 25)
  - f. W-9 (Page 28)
  - g. Certificate of Insurance
  - h. State of NM Resident Veteran/Business Certificate (if applicable)
  - i. Bidder's Reference Sheet (Page 20)

### **Award of Contract:**

The Purchasing Division reserves the right to waive any informality in bids and to award in part or in whole or to reject any or all bids. The reasons for the rejection shall be made a part of the contract file.

The Purchasing Division shall have the right, before awarding the contract, to require a Bidder to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a Bidder.

It is the intent of the Purchasing Director to award a contract to the lowest responsive and responsible Bidder provided the bid does not exceed the funds available for the contract. **This bid will be awarded by Total Extended Price per Lot (A through D).** (See the Bid Form on the following page).

**BID FORM**

Roswell Independent School District  
300 N. Kentucky  
Roswell, NM 88201

I/We hereby propose to furnish all tools, labor, and equipment necessary for, and incidental to, the installation of fencing and gates, in accordance with the enclosed general terms, conditions and specifications contained in **BID 24-07**. The Bid Form must be completed in blue or black ink. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

**PRICES QUOTED SHALL BE FOB DESTINATION. Freight charges shall be included in the bid price.**

**Quantities listed are an estimate only; actual usage could be more or less during the contract period.**

**PLEASE UTILIZE THE PROVIDED EXCEL BID PRICING SHEET.**

My/Our payment terms are:\_\_\_\_\_. If Bidder offers a cash discount for prompt payment, it will only be considered in determining the lowest responsible Bidder if the Bidder allows at least twenty (20) days for the prompt payment after the goods or services are received or after the invoice is rendered, whichever is later.

Indicate whether your business \_\_\_\_\_is or \_\_\_\_\_is not located in the City of Roswell and/or Chaves County.

If not located in either the City of Roswell, NM or Chaves County please indicate on the Bid Pricing Sheet any anticipated additional charges (i.e. mileage reimbursement, mileage reimbursement rate, per diem charge, etc.)

I/We acknowledge the receipt of:

Addendum No.\_\_\_\_\_Dated\_\_\_\_\_.

Addendum No.\_\_\_\_\_Dated\_\_\_\_\_.

Addendum No.\_\_\_\_\_Dated\_\_\_\_\_.

## BIDDER'S REFERENCE SHEET

Each Bidder shall complete this Bidder's Reference Sheet for evaluation and submit it with the Bid Form.

1. Years in Business: Indicate the length of time you have been in business providing this type of goods/services.

\_\_\_\_\_

2. Reference:

Indicate below a listing of at least 3 recent references for which you have provided this type of goods/services. Include the date service was furnished and the name and address of the client; and the name, email address and telephone number of the contact person.

1. Date Services Provided: \_\_\_\_\_

Client: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

2. Date Services Provided: \_\_\_\_\_

Client: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

3. Date Services Provided: \_\_\_\_\_

Client: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

# **REQUIRED FORMS AND ATTACHMENTS**

LETTER OF TRANSMITTAL FORM  
**SUBMIT WITH YOUR PROPOSAL**

Items one (1) to four (4) each **MUST** have a response, failure to respond to all four items **WILL** result in the disqualification of your proposal.

1. Identity (Name) and Mailing Address of the submitting organization:


2. For the Person authorized by the organization to contractually obligate the organization:

Name	
Title	
E-Mail Address	
Telephone	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone	

- On behalf of the submitting organization named in item one (1) above, I accept the Terms and Conditions governing the Procurement.
- I acknowledge receipt of any and all amendments of this BID.



Authorized Signature and Date (**Must be signed** by the person identified in Item #2, above.)

# CONFLICT OF INTEREST, NON-COLLUSION AND DEBARMENT/SUSPENSION CERTIFICATION FORM

## CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Roswell Independent Schools in response to the above referenced bids/request for proposals.

### **The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:**

No employee or board member of Roswell Independent Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Roswell Independent Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: \_\_\_\_\_ List below the name(s) of any Roswell Independent Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

### **CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. Does vendor agree? **YES Initials of Authorized Representative of vendor** \_\_\_\_\_

### **DEBARMENT/SUSPENSION STATUS**

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Roswell Independent School's Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

### **CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST , NON-COLLUSION and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

SIGN  
HERE

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

Name of Person Signing (typed or printed): \_\_\_\_\_

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

Email: \_\_\_\_\_

Name of Company (typed or printed): \_\_\_\_\_

Address: \_\_\_\_\_ City/ State: \_\_\_\_\_



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to federal, 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

**APPENDIX C**

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.

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

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

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

Name of Applicable Public Official: \_\_\_\_\_

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

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

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

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

**APPENDIX C**

\_\_\_\_\_  
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)

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <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"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									
-				-					
<b>Employer identification number</b>									
-									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### 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).

**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 on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**IF MAILING YOUR PROPOSAL**

**Mail to the following address:**

Roswell Independent School District  
300 N. Kentucky  
Business Office/Suite 201  
ATTN: Chris Thweatt  
Roswell, NM 88201

**IF SENDING YOUR PROPOSAL UPS/FEDERAL EXPRESS, ETC.**

Send to the following address:

Roswell Independent School District  
300 N. Kentucky  
Business Office/Suite 201  
ATTN: Chris Thweatt  
Roswell, NM 88201  
575-627-2528