GADS DEN INDEPENDENT SCHOOL DISTRICT
AN EQUAL OPPORTUNITY EMPLOYEE

REQUEST FOR PROPOSAL

SCHOOL PSYCHOLOGIST LEVEL II/III SERVICES

DATE: September 6, 2020
SCHOOL/DEPARTMENT: Special Education Department
RFP NUMBER: 20-21-50
DUE DATE/TIME: September 23, 2020 at 2:00 p.m.


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.

Deadline for receipt of proposals is September 23, 2020, 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. Offeror’s 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.
I. GENERAL INSTRUCTIONS

Submit four (4) copies of your proposal to: GISD CPO, REFERENCE: 20-21-50, 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 September 23, 2020. 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.

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. 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.

D. PUBLIC INSPECTION

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.

E. 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.

F. 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.

G. 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.
H. 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.

I. 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 (i) 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 then current rate will be paid on all labor performed under the resulting contract. Award will be made for one year, with three-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, GIDS 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. GIDS 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. GIDS 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:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications and experience</td>
<td>35%</td>
</tr>
<tr>
<td>Capability to perform required services</td>
<td>35%</td>
</tr>
<tr>
<td>Knowledge of regulations dealing with special education</td>
<td>10%</td>
</tr>
<tr>
<td>Hourly cost</td>
<td>20%</td>
</tr>
</tbody>
</table>

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: 20-21-50, 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 September 23, 2020. 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.

IV. SCOPE OF WORK

Gadsden Independent School District requests a proposal to provide the following School Psychologist Level II/III Services:

Conduct psychological and educational assessments of students to determine eligibility and provide recommendations to IEP Teams, participate in IEP meetings, provide individual and/or group therapy to special education students, observe students in classrooms and provide an appropriate plan of action to classroom teachers, consult with school staff regarding school related problems, provide training to school personnel regarding mental health issues and behavior management techniques, and provide supervision to Level 1 School Psychologists.
ESSENTIAL DUTIES AND RESPONSIBILITIES include all competencies listed in Section 6.63.5.12 NMAC including, but not limited, to the following:

Assessment: The school psychologist shall:
- conduct psychological and educational assessments in the following areas: personality, emotional status, social skills and adjustment, intelligence and cognitive functioning, scholastic aptitude, functional and adaptive behavior, language and communication skills, academic knowledge and achievement, sensory and perceptual-motor functioning, family/environmental/cultural influences, level of acculturation, career and vocational development, aptitude, and interests.
- utilize formal assessment instruments, procedures, and techniques such as interviews, observations, and behavioral evaluations.

Learning/cognitive setting: The school psychologist shall:
- recommend strategies for increasing learning and efficiency;
- assist schools in working with parents to foster positive approaches to student’s learning;
- assist school personnel in developing, monitoring, and evaluating appropriate and measurable instructional objectives; and
- consult with school personnel about the classroom environment.

Social/affective setting: The school psychologist shall:
- recommend strategies for increasing social/emotional growth;
- assist schools in working with parents to foster positive emotional growth in their children;
- assist school personnel in developing, monitoring, and evaluating objectives for social/emotional growth; and
- consult with school personnel about fostering healthy social/emotional environment in the school.

Intervention techniques: The school psychologist shall plan, implement, monitor, and evaluate intervention strategies which may include the following:
- individual and group counseling with students;
- remediation, including the provision of direct assistance to students receiving special education;
- consultation with individuals and groups which may include parents, school personnel, and community agencies;
- risk and threat assessment; and behavioral management.

Level 2 Competencies: The school psychologist shall:
- conduct risk/threat assessments, interventions, and referrals as necessary;
- cooperate with institutions of higher education in the training of students in school psychology.

Level 3 Competencies: The school psychologist shall:
- demonstrate the ability to form a collaborative relationship with school administration and other personnel regarding the assessment of the supervisee and ability to make recommendations as to whether the supervisee has demonstrated proficiency in required areas of competencies;
- demonstrate the ability to formulate a plan of supervision and consultation to assist supervisees in attaining professional goals and remediating areas of difficulty; and
• demonstrate the ability to cooperate with the institutions of higher education while providing supervision to school psychologists in training.

Supervisory Responsibilities
• Provide supervision of Psychologist – Level 1 as per licensure requirement.

A. Services will begin as soon as possible, and may be required as early as October 12, 2020. 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 and/or after hours may be required in order to meet with parents.

B. 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.

All therapists must be able to:

• Work independently with general guidance
• Perform a variety of general clerical tasks and carry out oral and written instructions
• Work well with a diverse range of people
• Work as a team member
• Travel to multiple school sites during the week in his/her own vehicle
• 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
ACCEPTANCE OF CONDITIONS OF PROPOSAL 21-21-50
SCHOOL PSYCHOLOGIST LEVEL II/III 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:
_______________________________________________________
REQUIRED FORMS

- ACCEPTANCE OF CONDITIONS OF PROPOSAL
- INSURANCE
- CAMPAIGN CONTRIBUTION DISCLOSURE FORM
- CERTIFICATION REGARDING DEBARMENT
- VENDOR INFORMATION FORM
- W-9 FORM
INSURANCE

Certification of Insurance will be required of the Contractor 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 contract description should be referenced on the face of the Certificate.

The Contractor 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 them, 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 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:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>$100,000/$500,000</td>
</tr>
<tr>
<td>Public Liability</td>
<td>$300,000/$500,000</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$100,000</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$300,000/$500,000</td>
</tr>
<tr>
<td>Automobile Property Damage</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

Automobile Liability Insurance shall include at least the following Coverage:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury, each person, excluding medical and medically-related expenses</td>
<td>$400,000</td>
</tr>
<tr>
<td>Medical and medically-related expenses</td>
<td>$300,000</td>
</tr>
<tr>
<td>Bodily Injury, each occurrence, excluding medical and medically-related expenses</td>
<td>$750,000</td>
</tr>
<tr>
<td>Medical and medically-related expenses</td>
<td>$300,000</td>
</tr>
<tr>
<td>Property Damage, each occurrence</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

Contractor shall furnish Owner with Certificate 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 forward to:

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

ED Form GCS-008 (REV.12/88)
GADSDEN INDEPENDENT SCHOOL DISTRICT  
Purchasing Department  
Phone (575) 882-6248  
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: |  |  |

<table>
<thead>
<tr>
<th>Taxpayer Identification Number (Provide Only One)</th>
</tr>
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<tbody>
<tr>
<td>Sole Proprietor provide FEIN if applicable</td>
</tr>
<tr>
<td>Federal Employer Identification Number (FEIN)</td>
</tr>
<tr>
<td>Social Security Number (SSN):</td>
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<table>
<thead>
<tr>
<th>Primary Address:</th>
<th>Remit-to Address (Where payments are sent, if different):</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box or Street Address</td>
<td>PO Box or Street Address</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>City, State, Zip</td>
</tr>
<tr>
<td>Telephone</td>
<td>Telephone</td>
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<tr>
<td>Fax</td>
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<tr>
<td>Email</td>
<td>Email</td>
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<table>
<thead>
<tr>
<th>Business Designation (Check one)</th>
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</thead>
<tbody>
<tr>
<td>1. ___ Corporation (FEIN) 5. ___ Estate/Trust (FEIN)</td>
</tr>
<tr>
<td>Or 6. ___ Organization Exempt from Tax (FEIN)</td>
</tr>
<tr>
<td>___ Professional Corporation (FEIN) 7. ___ Government Entity or Operated Entity</td>
</tr>
<tr>
<td>___ Doctor/Medical Facility 8. ___ LLC taxed as:</td>
</tr>
<tr>
<td>___ Attorney/Legal Facility ___ Corporation (FEIN)</td>
</tr>
<tr>
<td>___ School Choice(Federal Programs) ___ Sole Proprietorship (SSN?FEIN)</td>
</tr>
<tr>
<td>___ GISD Student Reimbursement 9. ___ Other:</td>
</tr>
<tr>
<td>___ Work Study Student 10. ___ GISD Employee</td>
</tr>
<tr>
<td>___ School Choice(Federal Programs)</td>
</tr>
<tr>
<td>3. ___ Sole Proprietorship (SSN/FEIN)</td>
</tr>
<tr>
<td>4. ___ Partnership (FEIN)</td>
</tr>
<tr>
<td>___ General 9. ___ Other:</td>
</tr>
<tr>
<td>___ Limited</td>
</tr>
</tbody>
</table>

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: ___________________________
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.
   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) *  
   - Other (see instructions) *

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)__________  
   (Applies to accounts maintained outside the U.S.)

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.
By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting, later, for further information.

**Note:** If you are a U.S. person and 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 under section 1446 on any foreign partners’ share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**Backup Withholding**

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

**What is FATCA Reporting?**

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

**Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.
**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Line 1**

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

  **Note:** ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- ** Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

**IF the entity/person on line 1 is a(n) . . . THEN check the box for . . .**

- Corporation
  - Corporation
- Individual
- Individual/sole proprietor or single-member LLC
- Sole proprietorship, or
  - Partnership
- Partnership
- Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.
- Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; S= S corporation)

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2—The United States or any of its agencies or instrumentalities
3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
5—A corporation
6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
7—A futures commission merchant registered with the Commodity Futures Trading Commission
8—A real estate investment trust
9—An entity registered at all times during the tax year under the Investment Company Act of 1940
10—A common trust fund operated by a bank under section 584(a)
11—A financial institution
12—A middleman known in the investment community as a nominee or custodian
13—A trust exempt from tax under section 664 or described in section 4947
The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

<table>
<thead>
<tr>
<th>IF the payment is for . . .</th>
<th>THEN the payment is exempt for . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 4 and 6</td>
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<tr>
<td></td>
<td>through 11 and all C corporations.</td>
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<td>S corporations must not enter an</td>
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<td>exempt payee code because they are</td>
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<td></td>
<td>exempt only for sales of</td>
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<tr>
<td></td>
<td>noncovered securities acquired</td>
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<td>prior to 2012.</td>
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<tr>
<td>Barter exchange transactions and</td>
<td>Exempt payees 1 through 4</td>
</tr>
<tr>
<td>patronage dividends</td>
<td></td>
</tr>
<tr>
<td>Payments over $600 required to be</td>
<td>Generally, exempt payees</td>
</tr>
<tr>
<td>reported and direct sales over $5,000¹</td>
<td>1 through 5²</td>
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<tr>
<td>Payments made in settlement of</td>
<td></td>
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<tr>
<td>payment card or third party network</td>
<td>Exempt payees 1 through 4</td>
</tr>
<tr>
<td>transactions</td>
<td></td>
</tr>
</tbody>
</table>

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with “Not Applicable” (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B—The United States or any of its agencies or instrumentalities
C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G—A real estate investment trust
H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I—A common trust fund as defined in section 584(a)
J—A bank as defined in section 581
K—A broker
L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5
Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6
Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are sole proprietor and you have an EIN, you may enter either your SSN or EIN.
If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s SSN (or EIN, if the owner has one). Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on those payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering “Applied For” means that you have already applied for an EIN in the past and you are applying for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification
To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-8. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.
1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account other than an account maintained by an FFI)</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account</td>
</tr>
<tr>
<td>3. Two or more U.S. persons (joint account maintained by an FFI)</td>
<td>Each holder of the account</td>
</tr>
<tr>
<td>4. Custodial account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor</td>
</tr>
<tr>
<td>a. The usual revocable savings trust (grantor is also trustee)</td>
<td>The grantor-trustee</td>
</tr>
<tr>
<td>b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner</td>
</tr>
<tr>
<td>5. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))</td>
<td>The grantor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>9. A valid trust, estate, or pension trust</td>
<td>Legal entity</td>
</tr>
<tr>
<td>10. Corporation or LLC electing corporate status on Form 8832 or Form 2553</td>
<td>The corporation</td>
</tr>
<tr>
<td>11. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>12. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>13. A broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
</tbody>
</table>

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person’s number must be furnished.

2 Circle the minor’s name and furnish the minor’s SSN.

3 You must show your individual name and you may also enter your business or DBA name on the “Business name/disregarded entity” line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships, earlier.

*Note:* The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

- If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.
- If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.
- For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338).

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.
APPENDIX
### EVALUATION – RFP NO. 20-21-50
### SCHOOL PSYCHOLOGIST LEVEL II/III SERVICES

**EVALUATOR NAME:**

**TITLE:**

**DATE:**

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHT</th>
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<tbody>
<tr>
<td>Qualifications and experience</td>
<td>35</td>
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<tr>
<td>Capacity to perform required services</td>
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<tr>
<td>Knowledge of regulations dealing with Special Education</td>
<td>10</td>
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<tr>
<td>Hourly Cost</td>
<td>20</td>
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<tr>
<td><strong>TOTAL POINTS</strong></td>
<td>100</td>
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**Additional comments:**

________________________________________________________________________________________
________________________________________________________________________________________

Evaluator Signature: __________________________ Date: __________________________

**Scoring System**

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
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<tbody>
<tr>
<td>10</td>
<td>Exceptional</td>
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<tr>
<td>09</td>
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</tr>
<tr>
<td>08</td>
<td>Exceeds Minimum Requirements</td>
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<tr>
<td>07</td>
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</tr>
<tr>
<td>05</td>
<td>Meets Minimum Requirements</td>
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<tr>
<td>04</td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>Fails to Meet Minimum Requirements</td>
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<tr>
<td>02</td>
<td></td>
</tr>
<tr>
<td>01</td>
<td>Unacceptable</td>
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