GADS DEN INDEPENDENT SCHOOL DISTRICT

DATE: September 25, 2020

REQUEST FOR PROPOSAL

LOY B BING SERVICES

RFP NUMBER: 20-21-55

DUE DATE/TIME: October 13, 2020 at 2:00 p.m.

Gadsden Independent School District is seeking written proposals from qualified consultants, firms, agencies, organizations, and/or individuals to provide Lobbying Services pursuant to requirements of the Request for Proposal. The Offerors must be registered with the State of New Mexico – Secretary of State Office (“SOS”) and complies with all requirements mandated by the SOS for such services.

Additional copies of proposal specifications and evaluation criteria found attached may be obtained from the GISD Purchasing Office, 4950 McNutt, Sunland Park, New Mexico 88063, (575) 882-6252 between 8:00 a.m. and 4:30 p.m. Additional questions regarding this solicitation may be addressed by via email to Georgina Galvan, at ggalvan@gisd.k12nm.us. Any response made by the District will be providing in writing to all Offeror’s by an addendum. Addendum will be posted on the District website at gisd.k12.nm.us/groups/6283/finance/home in the Bids/RFP’s section. The addendum must be acknowledged and included with your proposal submission.

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

Deadline for receipt of proposals is October 13, 2020, by 2:00 p.m. mountain standard 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. Faxed or electronic (e-mail) proposals submittals will not be accepted.

Neither the register of proposals, nor the proposals themselves, shall be open to public inspection until after award of the contract. Offerors may request in writing nondisclosure of confidential data. Such data shall accompany the proposal in order to facilitate eventual public inspection of the nonconfidential portion of the proposal.

I. GENERAL INSTRUCTIONS

Submit five (5) copies, one (1) original proposal, four (4) identical copies of the Technical Proposal along with one (1) electronic copy of the proposal on USB/Jump drive and CANNOT be emailed. Also, provide one (1) original hardcopy of Cost Proposal containing ONLY the Cost Proposal with one (1) USB/Jump drive and CANNOT be emailed. Send proposal to: GISD Georgina Galvan, CPO, REFERENCE: RFP # 20-21-55, 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 October 13, 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.

Note: Technical and Cost proposal shall be separately sealed and mark according to their content.

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Estimated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 RFP – Issued</td>
<td>September 25, 2020</td>
</tr>
<tr>
<td>2 Publication Date</td>
<td>September 27, 2020</td>
</tr>
<tr>
<td>3 Deadline for Questions</td>
<td>October 5, 2020 @ 4:30 p.m.</td>
</tr>
<tr>
<td>4 RFP Deadline</td>
<td>October 13, 2020 @ 2:00 p.m.</td>
</tr>
<tr>
<td>5 Evaluation of Proposals</td>
<td>October 14, 2020</td>
</tr>
<tr>
<td>6 Notice of Finalists (If required)</td>
<td>TBD</td>
</tr>
<tr>
<td>7 Interviews with Finalists (If required)</td>
<td>TBD</td>
</tr>
<tr>
<td>8 Contract Negotiations</td>
<td>TBD</td>
</tr>
<tr>
<td>9 GISD School Board Approval</td>
<td>TBD</td>
</tr>
<tr>
<td>10 Issue Notice of Award</td>
<td>TBD</td>
</tr>
</tbody>
</table>
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. No late proposals will be accepted under any circumstances, not even if Delivery Company or Delivery Service is late.

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 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>Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>$100,000/$500,000</td>
</tr>
<tr>
<td>Public Liability</td>
<td>$500,000/$1,000,000</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>Type</th>
<th>Amounts</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 certificates of insurance with the contract documents and prior to the commencement of work.

NOTE: Certificate Holder should be: The Board of Education of Gadsden Independent
School District. The Certificate of Insurance should be forwarded to:

**Purchasing Agent**  
Gadsden Independent School  
District P.O. Drawer 70  
Anthony, New Mexico 88021

J. **CONFLICT OF INTEREST**

By responding to this request for proposal, the Offeror certifies that no relationship exists between the Offeror and the District 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 and conflict of interest that is adverse to the District.

K. **DEBARMENT OR SUSPENSION**

Federal Executive Order (E.O) 12549 “Debarment and Suspension” required that all vendors/contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

L. **CAMPAIGN CONTRIBUTION DISCLOSURE**

Pursuant to NMSA 1978, 13-1-191.1 (2019), any person seeking to enter into a contract with any state agency or local public body is required to complete form.

M. **RESIDENT CONTRACTOR CERTIFICATE**

New Mexico business or contractors who wish to obtain a five (5%) percent bidding advantage on all state contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the State Taxation effective as January 1, 2012. A business or contractor shall submit with its bid or proposal a copy of a valid resident contractor certificate issued by the taxation and revenue department. This in-state preference does not apply to contracts that use federal funding, as per 13-1-22 NMSA 1978.

II. **TERMS AND CONDITIONS**

A. **NEW MEXICO GROSS RECEIPTS TAX AND CONTRACT TERM**

New Mexico Gross Receipts Tax of 6.375% or current rate will be paid on all labor performed under the resulting contract. Award will be made for one (1) year contract, with option for three (3) additional one-year extensions, not to exceed a total of four (4) years.
The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

B. **CONTRACT TERMINATION**

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

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

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

C. **LICENSING REQUIREMENTS**

The successful Offeror must keep himself informed of, and adhere to, all laws and ordinances governing any matter related to work performed under the resulting contract. The successful Offeror will obtain all necessary licenses and permits, and will be aware of all labor conditions and agreements relating to the work specified in this document and shall make all provisions necessary to avoid any disputes which might arise from those conditions and agreements and shall be responsible for any delays, damages or extra costs caused by such disputes.

D. **SAFETY REQUIREMENTS**

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

E. **INDEMNIFICATION**

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

The successful Offeror will assume the liability for all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death), or damages or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by the Offeror, and his agents, and employees, including losses, expenses, or damages sustained by
GISD. The successful Offeror will undertake and agree to indemnify and hold harmless GISD and its Board, individually or collectively, and the Officers, agents, and employees of GISD and its Board, from any and all such losses, expenses, damages (including loss of use), and to pay all damages, judgments, costs and expenses, including attorney's fees in connection with said demands and claims resulting there from. Any claims against GISD must be filed with the State of New Mexico.

The Offeror shall abide by the Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board Occupation Health and Safety Regulations that apply to work performed under this Request. The Offeror shall defend, indemnify, and hold GISD free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs, and attorney's fees.

F. ATTORNEYS STATEMENT

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

Any protest by an Offeror must be timely and in conformance with Statutes 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the knowledge of the occurrence that is being protested. The protest period for the award shall begin on the day after notification of award and will end at the close of business fifteen (15) days after award. Protests must be written and must include the name and address of the protestor and Request for Proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the contractor. The protest must be delivered to the Chief Procurement Officer, Georgina Galvan at 4950 McNutt Road, Sunland Park NM 88063. Protests received after the deadline will not be accepted.

All Offerors will be notified by mail of the protest. Chief Procurement Officer shall stop the procurement process until a determination is made whether the protest has merit. The final determination shall be sent to all parties by certified mail. If the firm that entered the protest does not agree with Chief Procurement Officer’s determination, pursuant to 13-1-175, the protestant has the right to seek judicial review.

K. NEW MEXICO EMPLOYEES HEALTH COVERAGE

If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information https://bewellnm.com.

For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

K. 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>Company Profile</td>
<td>20%</td>
</tr>
<tr>
<td>Experience and Qualification</td>
<td>25%</td>
</tr>
<tr>
<td>References</td>
<td>25%</td>
</tr>
<tr>
<td>Cost Proposal</td>
<td>30%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

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 five (5) copies, one (1) original proposal, four (4) identical copies of the Technical Proposal along with one (1) electronic copy of the proposal on USB/Jump drive and CANNOT be emailed. Also, provide one (1) original hardcopy of Cost Proposal containing ONLY the Cost Proposal with one (1) USB/Jump drive and CANNOT be emailed. Send proposal to: GISD Georgina Galvan, CPO, REFERENCE: RFP # 20-21-55, 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 October 13, 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.
Note: Technical and Cost proposal shall be separately sealed and marked according to their content.

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.

C. BACKGROUND

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

GISD is the fourth largest school district in New Mexico and covers an area of 1,226 square miles, the 36th largest district in land area of the 89 schools’ districts in New Mexico. This district is located in Dona Ana County, on the southern edge of the state in the Rio Grande Valley. The district borders the Deming, Las Cruces and Alamogordo school districts in New Mexico, and the Anthony ISD, Canutillo ISD, El Paso ISD, Ysleta ISD and Socorro ISD districts in Texas. The southern boundary of the district is on the U.S. – Mexico border. The district’s schools are located in the communities of Anthony, Chaparral, La Mesa, Mesquite, Santa Teresa, Sunland Park, and Vado.

The district has 28 schools: 16 elementary schools (K-6th); 4 pre-kindergarten (Pre-K); 3 middle schools (7th-8th); 1 alternative school (7th-12th); 3 high schools (9th-12th); 1 Early college high school. GISD has approximately 12,600 students and 2,000 employees.
IV. SCOPE OF WORK

A. Lobbyist shall comply with the Secretary of State 2020 Reporting Schedule and shall act in the best interest of the School District and be responsible for providing the following services requirements and other legislative and governmental matters the School District deemed to be in the best interest.

1. Work through and with Gadsden Independent School District, Superintendent, School Board of Education, Government Affairs Office and/or designated personnel on school district legislative and governmental school related affairs.
2. Develop a strategy for the passage of any legislation:
   i. Identify legislative sponsors
   ii. Target key legislative support
3. Work with GISD to identify support and opposition groups to district issues. Develop strategies to work with each group. Meet with appropriate advocacy and government affairs groups.
4. Provide training/direction to relevant GISD staff and Board of Education on the legislative process and appropriate advocacy techniques.
5. Meet with appropriate legislators and members of the executive branch before the 2020 Legislative Session to discuss district issues. Coordinate meetings with appropriate GISD staff, Board of Education, and legislators prior to and during the legislation session.
6. Attend internal and external meetings as requested and mutually agreed upon by both parties.
7. Lobby the legislature during the 2020/2021 Legislative Session for agreed upon legislation and monitor the session for other legislation relevant to the District. Oppose legislation as agreed upon by the parties.
8. Work with staff to create, develop and review appropriate informational materials for legislative meetings and committee presentations.
9. Lobby the executive branch for signing/vetoing of relevant legislation passed by the legislature.
10. Provide weekly reports during the legislative session on the status of legislation. Provide a final report on activities after the legislative session.
11. Work with GISD to assure access to legislators and government officials during the legislative session.
12. Establish and agree upon a process for lobbyist decision making including a single point of contact for the contractor to verify district position on District issues and relevant legislation.
13. Notify GISD point of contact through regular and on-going communication to activate meetings, phone calls and letter writing/social media campaigns when necessary.
14. Provide periodic reports during the 2020-2021 interim (between sessions) of committees, presentations, etc.
15. Monitor and represent GISD with administrative and regulatory entities, for example the New Mexico Administrative Code.
16. Monitor appropriate legislative interim committees including LESC and LFC; provide monthly reports on activities.
17. Coordinate participation at interim committees, including presentations.
19. Support the request and implementation process for all capital appropriation requests.
B. Prospective awardee shall comply with the Lobbyist Regulation Act Reporting Guidelines and Secretary of State new published Lobbyist Guide for use as a reference for lobbyist and lobbyist employers.
1. Additionally, Lobbyist shall refer to the Lobbyist Regulation Act, NMSA 2-11-1 through 2-11-9 (“Act”) as the ultimate legal authority.

C. Shall recognize and comply with Article 16B Gift Act and limitations thereof.

D. Required Respondent Information:

1. Company Profile Cover Letter
2. Names of the individual(s) who will be working on the project and their areas of responsibility, including the individual(s) responsible for managing the state office relationship and communication, administering the contract, and lobbying on the School District behalf.
3. Experience and qualification of the individuals named above, highlighting their capacity to perform the related functions as outlined in this proposal (Resume’s outlining experiences, references, education and certifications/licenses).
4. Provide three (3) company letter references on company letterhead of three (3) clients for whom you have lobbied within the current or past three (3) years and an example of a success achieved with them (preferably, a school district or Local Public Bodies, State, other Government organizations). Include the client, contact name, email address, and phone number.
5. Cost proposal to perform the lobbying services at the hourly rate throughout the term of the contract. This flat rate cost per hour does not include New Mexico Gross Receipt Tax. Submit an itemized invoice for cost of services and any customary charges for services to be rendered outlined in the scope of services. Include staff hourly rates, alternative retainer proposals, a description of the process used to fairly allocate cost among consultants, firms, agencies, and individual’s multiple clients to avoid double billing for time spent in legislative activities. Estimate of expenses incurred that will be billed to the School District. “Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
6. Cost Proposal Form
7. Attachments: All documents should be signed: Acceptance of Conditions of Proposal, Campaign Contribution Form, Conflict of Interest, Debarment/Suspension Certificate Form, Vendor Information Form, W-9 Form, and Acknowledgement of Addendums (if applicable). Copy of New Mexico Resident or Veteran Resident Certificate (if applicable)
8. Certificate of Liability Insurance and Evaluation Criteria used for Scoring each proposal
COST PROPOSAL

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

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

ANNUAL SERVICE CHARGE: $__________________________

HOURLY RATE: $__________________________
ACCEPTANCE OF CONDITIONS OF PROPOSAL
RFP # 20-21-55
LOBBYING SERVICES

NOTICE: TO BE CONSIDERED AS A VALID PROPOSAL, THE PROPOSAL MUST BE SIGNED BELOW.

The undersigned certifies that he/she has read and understood the request for proposal and scope of work, and that the firm submits the attached proposal in full compliance with all terms and conditions unless otherwise stated.

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

Name of Firm:

_____________________________________________________________________________________

Signature of Owner, Partner, Officer or Authorized Agent:

_____________________________________________________________________________________

Mailing Address:

_____________________________________________________________________________________

City, State and Zip Code:

_____________________________________________________________________________________

Telephone/Fax Numbers:

_____________________________________________________________________________________
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

Offeror/Bidder warrants that he/she or other members of proposed project team has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of the proposal. No person or selling agency may be employed or regained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained or utilized by offeror for the purpose of securing business.

For violation or breach of this warrant, GISD shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

In signing this bid/proposal, the offeror certifies that he/she has neither directly nor indirectly entered in action in restraint of the formal competitive process in connection with this solicitation.

Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

____________________________________________
Company Name

____________________________________________
Address

____________________________________________  ____________________________
Company Representative                      Date
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

__________________________

Company DUNS Identification No.

__________________________

Signature

__________________________

Date

ED Form GCS-008 (REV.12/88)
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**New Mexico Businesses Only:**

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**Taxpayer Identification Number (Provide Only One)**

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**Primary Address:**

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**Remit-to Address (Where payments are sent, if different):**

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<tr>
<td>Email</td>
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**Business Designation (Check one)**

1. __Corporation (FEIN)
   Or
   __Professional Corporation (FEIN)
   __Doctor/Medical Facility
   __Attorney/Legal Facility
2. __Parent
   __Work Study Student
   __School Choice(Federal Programs)
   __GISD Student Reimbursement
3. __Sole Proprietorship (SSN/FEIN)
4. __Partnership (FEIN)
   __General
   __Limited
5. __Estate/Trust (FEIN)
6. __Organization Exempt from Tax (FEIN)
7. __Government Entity or Operated Entity
8. __LLC taxed as:
   __Corporation (FEIN)
   __Sole Proprietorship (SSN?FEIN)
9. __Other:  
10. __GISD Employee

There are persons employed by GISD who hold a financial interest in this company. ___ yes ___ no

I certify that the information given above is true and accurate to the best of my knowledge and as of the date indicated below and that I have the authority to act on behalf of the above-named company in this regard.

Signature: __________________________________________ Date: ____________________

Requesting School/Department: __________________________ By: _____________________
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:

- Worker’s Compensation: $100,000/$500,000
- Public Liability: $300,000/$500,000
- 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 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
## EVALUATION – RFP NO. 20-21-55
### LOBBYING SERVICES

**Evaluator Name:** ________________________________

**Title:** _______________________________________

**Date:** ________________________________

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Additional comments:
_______________________________________________________________________________________
_______________________________________________________________________________________

Evaluator Signature:
_______________________________________________________________________________________

**Scoring System**

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