



**REQUEST FOR PROPOSALS**  
**FOR PROFESSIONAL & INSTRUCTIONAL INFRASTRUCTURE DEVELOPMENT**

**RFP NO: 2022-007-HR Issued February 17, 2022**

**PROCUREMENT ON BEHALF OF: Los Lunas School District**

**CONTACT PERSON: Heather Rindels**

**ADDRESS: PO Drawer 1300**

**CITY/STATE/ZIP: Los Lunas, NM 87031**

**TELEPHONE: 505-866-8259**

**FAX: 505-866-8262**

**E-MAIL: hrindels@llschools.net**

**DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:**

**DATE: Tuesday, April 5, 2022 TIME: 2:00 PM Local Time**

**DELIVER TO:**

**Los Lunas Schools**

**Attn: Heather Rindels**

**(If Mailed) PO Drawer, 1300 Los Lunas, NM 87031**

**(If Hand Delivered) 119 Luna Avenue, Los Lunas, NM 87031**

**Phone Number: 505-866-8259**

**Email: hrindels@llschools.net**

The date and time received will be stamped on the proposals by the District offices. Late Proposals will not be accepted. It is the responsibility of the Offeror to ensure that proposals are delivered on time to the correct address.

**A NON-MANDATORY PRE-PROPOSAL CONFERENCE WILL BE HELD VIA ZOOM**

**DATE: Tuesday, March 1, 2022 TIME: 10:00 AM Local Time**

**Join Zoom Meeting Using this Link:**

<https://llschools-net.zoom.us/j/85838933842?pwd=cnFDVnRBeyJArc0d3ZUZHRzBrOTdEdz09>

**Meeting ID: 858 3893 3842**

**Passcode: LEARNING**

**Commodity Codes: 91710, 91838, 92416, 92418, 92435, 92440, 92441, 92474, 92475, 92478, 99320**

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# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Los Lunas Schools (LLS) seeks sealed proposals from qualified agencies, organizations, and/or individuals that have the ability and resources to provide professional development, specialized training and instructional infrastructure development on an as-needed basis in accordance with the specifications contained in this Request for Proposals (RFP).

Los Lunas School District is one of 89 public school districts in New Mexico and is home to 15 Schools. District enrollment for the 2022/2023 school year is projected to be approximately 8500 students in grades K-12. LLS prides itself on an individualized and personalized approach to educating its students.

## B. SUMMARY SCOPE OF WORK (See Attachment I)

LLS is accepting proposals for professional development, specialized training, and instructional infrastructure development that supports and advances LLS’ Academic Plan and State of New Mexico Common Core Standards. LLS requests proposals that will support all role groups in implementing and supporting an Innovative, district-wide instructional plan to transform the educational experience for all students, resulting in improved student learning.

<https://webnew.ped.state.nm.us/bureaus/instructional-materials/new-mexico-content-standards/>

Types of services, professional development, and materials may include:

Services (may include tools and materials)	Professional Learning (may include tools and materials)	Materials
<ul style="list-style-type: none"> <li>-needs assessment process development</li> <li>-professional development design and implementation</li> <li>-assessment system design</li> <li>-community outreach</li> <li>-program evaluation</li> <li>-out-of-school time activities</li> <li>-consultation for alignment of general education, special education, and English learner services, programs, strategies, and materials</li> <li>-employee wellness system</li> <li>-MLSS implementation</li> </ul>	<ul style="list-style-type: none"> <li>-innovative instructional practices</li> <li>-evidence based practices</li> <li>-development of a coaching program</li> <li>-leadership development</li> <li>-publisher agnostic curriculum implementation</li> <li>-meeting the needs of all populations (per Martinez/Yazzie and NM Black Education Act)</li> <li>-establishing criteria for materials selection and evaluation</li> <li>-standards-based technology integration, including blended learning model development</li> <li>-enrichment strategies, programs and materials</li> <li>-academic acceleration strategies and materials</li> </ul>	<ul style="list-style-type: none"> <li>-college and career readiness systems and materials K-12</li> <li>-literacy systems and materials K-12</li> <li>-science systems and materials K-12</li> <li>-social studies systems and materials K-12</li> <li>-math systems and materials K-12</li> <li>-CTE programs and materials</li> <li>-arts systems and materials K-12</li> </ul>

Services (may include tools and materials)	Professional Learning (may include tools and materials)	Materials
	-social and emotional learning, strategies, and materials -arts integration strategies, programs and materials -STEM strategies, programs and materials -ELA/ELD, math, science, and social studies strategies, planning, integration, and student-learning focused implementation -employee wellness system development -support for EL and SWD -Dual Language program development	

**C. SCOPE OF PROCUREMENT**

1. Los Lunas Schools seeks to establish contracts for Professional Development, Specialized Training, and Instructional Infrastructure Development contingent upon available funding and mutual agreement between both parties. Contract period will be for one (1) year to begin with Fiscal Year 2022-2023, and to be renewed upon Board of Education approval one (1) year at a time for subsequent fiscal years to include 2023-2024, 2024-2025 and 2025-2026. This procurement may result in a multiple source award.
2. Regardless of the termination date of said contract, any work in place will be carried to completion by the same agency without unduly prolonging the process. In no case will the agreement including all extensions thereof, exceed a total of four (4) years in duration.
3. The Offeror(s) selected to provide services will be required to enter into Los Lunas Schools standard agreement for professional services (Appendix B). Failure to negotiate a fee acceptable to all parties will require the selection of another agency.
4. When Los Lunas Schools issues a Purchase Order in response to this Request for Proposal, a binding contract is created. It should be noted that the terms and conditions set forth herein represents the contract. Any contract entered into between LLS and the successful Offeror is by no means an exclusive contract for the services described herein. LLS reserves the right to issue additional Requests for Proposals for special or technical projects, which may arise at any time, to better meet the needs of the District.
5. For projects that are federally funded, the selected Offeror(s) will be required to comply with the applicable federal requirements including those relative to Equal Opportunity in Employment. LLS will be utilizing Federal funds for these purchases so New Mexico In-State Preferences are not applicable as per NMSA 13-1-21.

**D. PROCUREMENT MANAGER**

LLS has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other School District Employees do not have the authority to respond on behalf of LLS.

**Heather Rindels**  
Los Lunas School District Buyer

<u>Delivery Address (Including proposal delivery):</u>	<u>Mailing Address:</u>
119 Luna Ave // Los Lunas, NM 87031	PO Box 1300 // Los Lunas, NM 87031

Phone: (505) 866-8259  
Fax: (505) 866-8262  
E-mail: hrindels@llschools.net

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Heather Rindels' Delivery Address, above.

**E. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Close of Business" means 4:30 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Offeror who enters into a binding contract.

"Determination" means the written documentation of a decision of the Chief Procurement Officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a "mandatory" item or factor.)

"ELA" means English Language Arts

"ELD" means English Language Delay

"ELL" means English Language Literacy

"Evaluation Committee" means a body appointed by the Chief Finance Officer to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

"Local public body" means every political subdivision of the State of New Mexico and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities.

"MLSS" means Multi-Layer System of Support

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the School District to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Procuring agency of the District" means the department or other subdivision of Los Lunas School District that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the Los Lunas School District Purchasing Office or the School District Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for Los Lunas School District.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity and delivery requirements.



“School Board” means the elected board in whom all powers of the School District are vested and who are responsible for the proper and efficient administration of School District affairs.

“SEL” means Social Emotional Learning

“Statement of Compliance” and “Statement of Concurrence” mean an express statement, by the Offeror in their proposal, that they agree with and agree to the stated requirement(s). Possible examples of acceptable responses include “The [NAME HERE Company] agrees to comply with this requirement.” and “The [NAME HERE Company] concurs with this requirement.”

“STEM” means Science, Technology, Engineering, Mathematics

“SWD” means Students With Disabilities

## **F. RESIDENT/VETERAN BUSINESS PREFERENCE**

Not Applicable as per NMSA 13-1-21

## **G. PROCUREMENT LIBRARY**

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

**- New Mexico Procurement Code**

<https://law.justia.com/codes/new-mexico/2013/chapter-13/>

**- Los Lunas School District Procurement Policy**

[http://www.llschools.net/school\\_board/policies/section\\_i\\_i\\_i\\_finance/](http://www.llschools.net/school_board/policies/section_i_i_i_finance/)

**-New Mexico Common Core Standards**

<https://webnew.ped.state.nm.us/bureaus/instructional-materials/new-mexico-content-standards/>

**-New Mexico Black Education Act**

<https://www.nmlegis.gov/Sessions/21%20Regular/final/HB0043.pdf>

**-New Mexico Public Education Department Martinez/Yazzie**

<https://webnew.ped.state.nm.us/bureaus/yazzie-martinez-updates/>

**-Code of Federal Regulations 2 C.F.R. Part 200, Appendix II**

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

**END SECTION I-INTRODUCTION**

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager (PM)	2/17/22 (Thursday)
2. Return of “Acknowledgment of Receipt” Form for Distribution List	Potential Offerors (PO)	3/1/22 (Tuesday)
3. Non-Mandatory Pre-Proposal Conference	PM/PO	3/1/22 10:00 AM Local Time (Tuesday)
4. Deadline to Submit Written Questions	PO	3/4/22 4:30 PM Local Time (Friday)
5. Response to Written Questions/ RFP Amendments	PM	3/11/22 4:30 PM Local Time (Friday)
<b>6. Submission of Proposal</b>	<b>Offerors</b>	<b>4/5/22 2:00 PM Local Time (Tuesday)</b>
7. Proposal Evaluation	Evaluation Committee (EC)	4/12/22 (Tuesday)
8. Notification of Finalists	EC	4/14/22 (Thursday)
9. Best & Final Offer (If requested)	Offerors	TBD
10. Oral Presentations (If requested)	Offerors	TBD
11. Contract Negotiations	Tentative winner/District	TBD
12. Contract Award*	Board of Education*	5/24/22 (Tuesday)
13. Protest Deadline	Offerors	6/8/22 (Wednesday)

\*Contract award is subject to approval of the Los Lunas School Board.

### B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

#### 1. Issue RFP

This RFP is being issued by the Los Lunas Schools Purchasing Agent on behalf of the School District and the Los Lunas School Board of Education.

#### 2. Return of “Acknowledgment of Receipt” Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

### 3. Pre-Proposal Conference

A Non-Mandatory Pre-Proposal Conference will be held on the date indicated in Section II.A (Sequence of Events), above at 10:00 AM Local Time via Zoom Video Conference. Potential Offerors are encouraged to review the Request for Proposal document prior to the Pre-Proposal Conference. A public log will be kept of the names of Potential Offerors that attend the Pre-Proposal Conference. Attendance at the Pre-Proposal Conference is not a prerequisite for submission of a proposal but is highly recommended.

### 4. Deadline to submit additional written questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 4:30 PM Local Time on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph D.)

### 5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Los Lunas School District website

[http://www.llschools.net/district/departments/purchasing\\_warehouse/purchasing\\_services\\_rfp\\_s\\_i\\_t\\_bs\\_and\\_contracts](http://www.llschools.net/district/departments/purchasing_warehouse/purchasing_services_rfp_s_i_t_bs_and_contracts), via the "Bid Opportunities" link. Notification of such posting shall be provided to all potential Offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

### 6. Submission of Proposal

**OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM LOCAL TIME ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the "Ancillary and Related Services for Los Lunas Schools", should reference "RFP #2022-007-HR" and should indicate the deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

## 7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Chief Finance Officer. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at her option initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## 8. Notification of Finalists

The Evaluation Committee may select and the Procurement Manager may notify finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the District.

## 9. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

## 10. Oral Presentations

Finalist Offerors may be required to make an oral presentation to the Evaluation Committee. If so required, the Procurement Manager will schedule the time for each Offeror's presentation. All presentations will be made in the Los Lunas Schools Board Room located at 119 Luna Avenue, Los Lunas, NM 87031. Each presentation will be limited to a fixed amount of time as designated by the Procurement Manager in the Oral Presentation requirement notification.

## 11. Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous Offeror(s) no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the District reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

## 12. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the School Board will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the School Board.

Any contract awarded shall be awarded to the Offeror whose proposal is most advantageous to the District, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

## 13. Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Los Lunas Schools Procurement Policy Section 3.15. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 4:30 PM Local Time on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Director.

Los Lunas School District Purchasing  
Attn. Michelle Romero, Director of Purchasing  
444 Luna Avenue, Suite 100A  
Los Lunas, New Mexico 87031

NOTE: Protests received after the deadline will not be accepted.

### **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Los Lunas Schools Procurement Policy Section 3.15.

#### **1. Acceptance of Conditions Governing the Procurement**

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

#### **2. Incurring Cost**

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the Offeror.

#### **3. Prime Contractor Responsibility**

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the District. The District will only make contract payments to the prime contractor.

#### **4. Subcontractors**

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the District Purchasing Office.

#### **5. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly

identified as such in the transmittal letter. District personnel will not merge, collate, or assemble proposal materials.

#### 6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

#### 7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

#### 8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for 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 takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

#### 9. No Obligation

This procurement in no manner obligates Los Lunas Schools or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

#### 10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the District determines such action to be in the best interest of the District.

#### 11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The District's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

#### 12. Legal Review

The District requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

#### 13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

#### 14. Basis for Proposal

Only information supplied by the District in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

#### 15. Contract Terms and Conditions

The contract between the District and the contractor will follow the format specified by the District and contain the terms and conditions set forth in Appendix B, Professional Services Contract, including Attachments II and III. However, the District reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the District's terms and conditions, as contained in this Section or in Appendix B, that Offeror must propose specific alternative language in their RFP. The District may or may not accept the alternative language, at the District's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the District and could lead to disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

#### 16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the District. The District may or may not accept the additional language, at the District's sole discretion.

#### 17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the District and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

#### 18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

#### 19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

#### 20. Change in Contractor Representatives

The District reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the District, meeting its needs adequately.

#### 21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

#### 22. District Rights

The District reserves the right to accept all or a portion of an Offeror's proposal.

#### 23. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the District. However any technical or user documentation submitted with the proposals of non-selected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

#### 24. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

#### 25. Competition

By submitting a proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the District.



26. Use by Other Government Entities

By submitting a proposal, Offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation or liability incurred by Los Lunas Schools.

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of Los Lunas Schools.

28. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

29. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the District, the version maintained by the District shall govern.

**END SECTION II-CONDITIONS GOVERNING THE PROCUREMENT**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

#### B. NUMBER OF COPIES

1. Offerors shall deliver six (6) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. (Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for six (6) identical copies would be fulfilled by submitting the original and five (5) copies of the original.) The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures.

2. Offerors shall also submit one (1) copy of their proposal on a USB flash drive that **DOES NOT** include the sealed cost proposal. This can be included with the copy marked "ORIGINAL."

#### C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

##### 1. Proposal Organization

The proposal should be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence shown unless otherwise indicated.

- a. Table of Contents
- b. Letter of Transmittal Form (See Appendix D)\*
- c. Campaign Contribution Disclosure Form (See Appendix E)\*
- d. Conflict of Interest and Debarment Form (See Appendix F)\*
- e. Certificate of Liability Insurance \*
- f. Capability and Agreement to Perform \*
- g. Certification Regarding Lobbying (See Attachment III)\*
- h. Cost Proposal Form (See Appendix C) in a sealed and labeled envelope\*
- i. Proposal Summary (Optional)
- j. Response to Specifications-please keep response to Desirable Requirements to 20 pages (not including resumes)
- k. Other Supporting Material (Optional. See Section III.C.3., below)

**\*Only the single original needs to be provided and must be secured in the binder marked “Original” in the required sealed and labeled envelope.**

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Proposal Form, Appendix C.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

## 2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix D **must** be completed, signed and included with the Offeror's proposal.

## 3. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

**END SECTION III-RESPONSE FORMAT AND ORGANIZATION**

## IV. SPECIFICATIONS

### A. INFORMATION

1. In-State Resident or Veteran Preference

Not Applicable as per NMSA 13-1-21

2. Description of Services Desired

Listed herein are the descriptions of the services and abilities desired in each category by LLS. Please state the category you are submitting your proposal for on the Cost Proposal Form (Appendix C). If you have any questions regarding the description(s), please submit your questions in writing to the Purchasing Manager by the date listed in Section II.A.4.

Services (may include tools and materials)	Professional Learning (may include tools and materials)	Materials
<ul style="list-style-type: none"> <li>-needs assessment process development</li> <li>-professional development design and implementation</li> <li>-assessment system design</li> <li>-community outreach</li> <li>-program evaluation</li> <li>-out-of-school time activities</li> <li>-consultation for alignment of general education, special education, and English learner services, programs, strategies, and materials</li> <li>-employee wellness system</li> <li>-MLSS Implementation</li> </ul>	<ul style="list-style-type: none"> <li>-innovative instructional practices</li> <li>-evidence based practices</li> <li>-development of a coaching program</li> <li>-leadership development</li> <li>-publisher agnostic curriculum implementation</li> <li>-meeting the needs of all populations (per Martinez/Yazzie and NM Black Education Act)</li> <li>-establishing criteria for materials selection and evaluation</li> <li>-standards-based technology integration, including blended learning model development</li> <li>-enrichment strategies, programs and materials</li> <li>-academic acceleration strategies and materials</li> <li>-social and emotional learning, strategies, and materials</li> <li>-arts integration strategies, programs and materials</li> <li>-STEM strategies, programs and materials</li> <li>-ELA/ELD, math, science, and social studies strategies, planning, integration, and</li> </ul>	<ul style="list-style-type: none"> <li>-college and career readiness systems and materials K-12</li> <li>-literacy systems and materials K-12</li> <li>-science systems and materials K-12</li> <li>-social studies systems and materials K-12</li> <li>-math systems and materials K-12</li> <li>-Career and Technical Education (CTE) programs and materials</li> <li>-arts systems and materials K-12</li> </ul>

Services (may include tools and materials)	Professional Learning (may include tools and materials)	Materials
	student-learning focused implementation -employee wellness system development -support for EL and SWD -Dual Language program development	

3. Response to Requirements

Each mandatory and desirable requirement in sections IV.B.1 through IV.C.5, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror’s proposal.

**B. MANDATORY REQUIREMENTS**

1. Letter of Transmittal Form (0 Points -Pass/Fail)

Offeror must complete and submit the “Letter of Transmittal Form”, found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

2. Campaign Contribution Disclosure Form (0 Points-Pass/Fail)

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials for Los Lunas School District are: Sonya C’Moya-Board President, Bruce Bennett-Board Vice President, Tina Garcia-Board Secretary, Ragon Espinoza-Board Member and P. David Vickers-Board Member.

3. Conflict of Interest and Debarment Form (0 Points-Pass/Fail)

Offeror must complete and sign the Appendix F, Conflict of Interest and Debarment Form. This form must be submitted with your proposal.

4. Insurance (0 Points-Pass/Fail)

Offeror must provide proof of professional liability and automobile insurance and who is covered under what circumstances.

5. Capability and Agreement to Perform (0 Points-Pass/Fail)

Offeror certifies that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified in the Contract at Appendix B. A statement of concurrence is required.

6. Proof of Registration on Sam.Gov (0 Points-Pass/Fail)

Provide proof of registration on Sam.Gov. This is a Federal Funds requirement.

7. Certification Regarding Lobbying (0 Points-Pass/Fail)

Offeror must sign and submit the Certification Regarding Lobbying Form at Attachment III, which is a Federal Funds requirement.

8. Cost Consideration (100 Total Points Possible)

Offeror must complete and submit the Cost Proposal Form at Appendix C, providing proposed contract cost for accomplishing the Scope of Work. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Depending on the availability of funding, successful offeror will be compensated for services rendered satisfactorily.

### C. DESIRABLE REQUIREMENTS

1. Qualifications and Experience Narrative (150 Total Points Possible)

Submit company profile. Submit detailed information describing your company's qualifications providing services as requested in the Scope of Work, along with your company's philosophy and research methods. Provide information about the company that demonstrates the ability and capacity of the company expressed in terms of its Human Resources (number, quality, skills, and experience) physical and material resources, financial resources, and information resources (pool of knowledge). Demonstrate your company's competence as it relates to the competencies required to perform the requested services.

2. Past Performance (200 Total Points Possible)

Submit a minimum of three (3) past and/or current K-12 Public Schools that your company has provided similar services as requested in the Scope of Work (Attachment I). Include number of years providing service, description of the service, contact person's name, telephone number and email address.

3. Assigned Personnel to Los Lunas Schools (150 Total Points Possible)

Submit information of your company's staff that will handle or manage all aspects of the awarded contract with LLS. Include roles, responsibilities, staff resumes and organizational chart.

4. Alignment of Services Offered to LLS (300 Total Points Possible)

**\*Appendix G-Professional Development & Training Proposal Form is provided to assist with answering these questions\***

a) Demonstrate track record of supporting districts resulting in improving student learning providing measurable data that indicates improvement over a period of at least 2 years. (75 Points)

b) Fliers, informational material, or menu of options with robust descriptions of products and services including actual agendas/materials from recent work. (75 Points)

c) Description and artifacts demonstrating the ability to move between in-person, hybrid, and digital delivery models. (75 Points)

d) Conditions for successful implementation of the topic to result in student learning improvement. (75 Points)

5. Accessibility (100 Total Points Possible)

Offeror must describe the agency's proximity to Los Lunas School District and hours of availability.

**END SECTION IV-SPECIFICATIONS**

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual Offeror proposals.

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Letter of Transmittal Form	0*
IV.B.2	Campaign Contribution Disclosure Form	0*
IV.B.3	Conflict of Interest and Debarment Form	0*
IV.B.4	Insurance	0*
IV.B.5	Capability and Agreement to Perform	0*
IV.B.6	Proof of Sam.Gov Registration	0*
IV.B.7	Certification Regarding Lobbying Form	0*
IV.B.8	Cost Proposal	100
IV.C.1	Qualifications and Experience Narrative	150
IV.C.2	Past Performance	200
IV.C.3	Assigned Personnel to LLS	150
IV.C.4	Alignment of Services Offered to LLS	300
IV.C.5	Accessibility	100
<b>TOTAL</b>		<b>1000</b>
	Oral Presentations (If Needed)	50
	<b>TOTAL POSSIBLE AWARDED POINTS</b>	<b>1000-1050</b>

\*Pass/Fail only.

Points will be awarded based on the evaluation factors found in V.B.1 through V.C.5, below, as indicated.

### B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Pass/Fail only.

2. Campaign Contribution Disclosure Form (0 Points)

Pass/Fail only.

3. Conflict of Interest and Debarment Form (0 Points)

Pass/Fail only.

4. Insurance (0 Points)

Pass/Fail only.

5. Capability and Agreement to Perform (0 Points)



Pass/Fail only.

6. Proof of Registration on Sam.Gov (0 Points)

Pass/Fail only.

7. Certification Regarding Lobbying (0 Points)

Pass/Fail only.

8. Cost Proposal (100 Points)

Points will be awarded based on the average of the total cost proposed on the Cost Proposal Form (Appendix C) and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Average Hourly Rate}}{\text{This Offeror's Average Hourly Rate}} \times 100$$

**C. EVALUATION FACTORS: DESIRABLE REQUIREMENTS**

1. Qualifications and Experience Narrative (150 Total Points Possible)

Points will be awarded based on the depth and breadth of the overall experience of the Offeror. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror’s response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

2. Past Performance (200 Total Points Possible)

Points will be awarded based on the thoroughness and strength of the response as well as the indicated level of successful past performance.

3. Assigned Personnel to LLS (150 Total Points Possible)

Points will be awarded based on the thoroughness and strength of the response as well as the level of qualifications reflected in the resumes.

4. Alignment of Services Offered to LLS (300 Total Points Possible)

Points will be awarded based on the depth and breadth of the services being offered as well as the thoroughness and strength of the response.

5. Accessibility (100 Total Points Possible)

Points will be awarded based on the Offeror’s response to the requirement to be available as well as the indicated ease of reaching the Offeror whenever needed, the number of optional methods available to reach the Offeror and the explanation of how they will be easily accessible. The Offeror’s explanation of how they will be easily accessible will be the most heavily weighted portion of this evaluation factor.

## **D. EVALUATION PROCESS**

### 1. Initial Review

All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

### 2. Clarifications

The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.

### 3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

### 4. Resident Business/Contractor Preference

Not Applicable as per NMSA 13-1-21

### 5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist Offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The Evaluation Committee **MAY** request the Offeror(s) of the top rated proposals to make an oral presentation; however, contracts may be awarded without such presentations and based solely on written offers. Finalists will be contacted to schedule oral presentations if required. If an oral presentation is requested, evaluation scores will be revised to reflect written response and presentation response. The responsible Offeror whose proposal is most advantageous to the District, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**END SECTION V-EVALUATION**

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**Request for Proposals**

**Professional and Instructional Infrastructure Development  
Los Lunas School District**

**RFP #2022-007-HR**

In acknowledgment of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix E.

**The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than March 1, 2022.**

The firm listed below DOES \_\_\_\_\_ or DOES NOT \_\_\_\_\_ (check one) intend to respond to this Request for Proposals.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposals.

Please return to:

**Heather Rindels**  
Los Lunas Schools Purchasing  
119 Luna Avenue  
Los Lunas, NM 87031  
Phone: (505) 866-8259  
Fax: (505) 866-8262  
E-mail: hrindels@llschools.net

**APPENDIX B**

**PROFESSIONAL SERVICES CONTRACT**

**Los Lunas School District  
CONTRACT #2022-007-HR**

THIS AGREEMENT is made and entered into by and between the Board of Education, Los Lunas Schools, hereinafter referred to as "LLS" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Los Lunas Board of Education.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work **\*See Attachment I**

The Contractor will provide Professional Development and/or Instructional Infrastructure Development on an as-needed basis and as requested by LLS. Under the direction of LLS Administrative staff, Contractor will determine a Scope of Work regarding the project(s) being addressed. Contractor may be requested to determine an estimated cost of services for work to be performed on a specific project. Upon approval of the Scope of Work by appropriate LLS Administrative staff, a purchase order will be issued to Contractor with a description of the Scope of Work described on the purchase order attached thereto. Contractor may be requested to advise and assist various departments with process and compliance issues, regulations and standards, review of contracts, and the like. Contractor may be asked to inform LLS of any changes to any Federal or State laws, regulations, or standards that are deemed appropriate for project(s).

2. Compensation.

A. LLS shall pay the Contractor for services rendered on an as-needed basis for the 2022/2023 fiscal year. Services will be paid based on the satisfactory completion of the Scope of Work as directed. Contractor shall secure all licenses, permits, fees, etc., as required for the performance of this work and invoice monthly after performance of the services.

B. No per diem will be paid to Contractors for work performed in Los Lunas. Clerical or secretarial help will not be reimbursed. Fee for services includes all of the contractors general and administrative overhead costs.

C. LLS shall not reimburse the Contractor for any tuition or seminar fees

D. Payment will be made upon receipt of a detailed invoice which shall include the Contractor's company name, address, telephone and fax number, invoice number and date, description of and date of service, number of hours worked and hourly rate, subtotal, gross receipts tax and total amount owed. Invoices must clearly reference the appropriate Purchase Order (PO) number and must have approval of the LLS delegated representative. Invoices may be submitted once per month. Approved invoices will be sent to LLS Accounts Payable department for processing. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. Payment terms are net 30 days. LLS shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

E. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement is for one (1) year from the date of approval by the Los Lunas School Board. This Contract will renew on an annual basis with written consent by each party, for up to three (3) additional one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978. Price escalation will be considered for the renewal period only upon receipt of written request from the Contractor stating reason(s) for the escalation request and the amount being requested. Justifying documentation must accompany price escalation request. Escalation will not be allowed for any reason not related to market conditions related to the Scope of Work. Contractor may decline renewal with no penalty at which time, LLS may issue a new RFP.

4. Termination.

A. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the District's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the District is the terminating party, or the Contractor's sending of the notice of termination, or if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the District or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DISTRICT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

B. Termination Management. Immediately upon receipt by either the District or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the District; 2) comply with all directives issued by the District in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the District shall direct for the protection, preservation, retention or transfer of all property titled to the District and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the District upon termination and shall be submitted to the District as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Los Lunas School Board for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Los Lunas School Board, this Agreement shall terminate immediately upon written notice being given by the District to the Contractor. The District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the District proposes an amendment to the

Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the District and are not employees of LLS. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of District vehicles, or any other benefits afforded to employees of LLS as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind LLS unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money that may become due under this Agreement without the prior written approval of LLS.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the District. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the District. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the District, its officers and employees, and LLS from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the District.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of LLS and shall be delivered to LLS no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor for LLS under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor or shall be sold to any other customer.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any District employee while such employee was or is employed by the District and participating directly or indirectly in the District's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the District; (ii) the Contractor is not a member of the family of a public officer or employee of the District; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the District, a member of the family of a public officer or employee of the District, or a business in which a public officer or employee of the District or the family of a public officer or employee of the District has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the District within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the District whose official act, while in District employment, directly resulted in the District's making of this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the District.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the District relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the District if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the District and notwithstanding anything in the Agreement to the contrary, the District may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 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 kickbacks.

16. Equal Opportunity Compliance.

**During the performance of this contract, the contractor agrees as follows:**

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.



F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

**Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.**

**The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.**

**The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.**

**The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.**

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the District.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered. These records shall be subject to inspection by LLS officials and/or the LLS Auditor. LLS shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of LLS to recover excessive or illegal payments.

20. Disclaimer and Hold Harmless.

LLS shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold LLS harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by LLS in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless LLS from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel LLS by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any

of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying **\*see Attachment III**

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the District are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the District. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the District shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Public Schools Insurance Authority and the parties shall utilize a striking process until a

mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the District until it is executed by the Los Lunas School Board after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.

Request for Proposal No. 2022-007-HR and the Contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposal; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the Contractor's proposal; then
6. the Contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, LLS against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against LLS based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse LLS for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, LLS shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

- B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:
- i. provide a procuring agency of the District the right to continue using the product or service;
  - ii. replace or modify the product or service so that it becomes non-infringing; or
  - iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the District to the extent such modification is the cause of the claim.

36. Professional Liability Insurance.

The contractor shall procure, pay for and maintain in full force and effect during the terms of this Agreement insurance as required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico. The contractor shall furnish LLS copies of certificates of required insurance in a form satisfactory to LLS (or copies of insurance policies of LLS calls for them). All certificates of insurance (or policies) shall provide that thirty (30) days written notice be given to LLS before a policy is canceled, materially changed or not renewed. Various types of required insurance may be written in one or more policies.

**A. Professional Liability Insurance:** The contractor shall procure and maintain during the term of the Agreement professional liability insurance in an amount not less than \$1,000,000 per occurrence, not including defense costs. Such insurance shall have no greater than a \$10,000 deductible unless a different form of security is specifically accepted in writing from LLS. The amount of any deductible shall be stated.

**B. Comprehensive General Liability:** The contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance shall include coverage for all operations performed for LLS by the contractor, coverage for the use of all owned, non-owned, hired automobiles, vehicles, and other equipment both on and off work. Contractual liability coverage shall specifically insure the indemnity and hold harmless provisions of this Agreement.

**1. Workers' Compensation Insurance:** The contractor shall provide for its employees workers compensation insurance as applicable under the New Mexico Workers' Compensation Act

**2. Increased Limits:** If, during the term of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, Sections 41-4-1 through 41-4-27 NMSA 1978, LLS may require the contractor to increase the maximum limits of any insurance required herein.

**3. Proof of Insurance:** Proof of such insurance shall be provided in the form of a certificate of insurance or a copy of the insurance policy and such proof of insurance shall be delivered prior to the execution of a contract.

37. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the District: Michelle Romero, Director of Purchasing // PO Box 1300 // Los Lunas, NM 87031

To the Contractor: [insert name and address].

38. Fingerprints and Background Checks:

New Mexico Statute Section 22-10-3.3 NMSA 1978 (being Laws, 1997, Chapter 238, Section 1) and State Board of Education Rules require that all applicants who have been offered employment, contractors and contractor’s employees **with unsupervised access to students** be fingerprinted in order to establish positive identification for a state and federal criminal background check. LLS will also require said applicants or prospective contractors to pay for the cost of obtaining the fingerprints and background checks. Employment or contract may be denied under the Criminal Offender Employment Act if the background check reveals a history of convictions of felonies or misdemeanors, or other information (supported by independent evidence) that could establish unfitness for working in proximity to children and youth. Records and any related information shall be privileged and shall not be disclosed to a person who is not directly involved in the employment decision regarding the applicant or contractor.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.**

By: \_\_\_\_\_  
Michelle Romero    Director of Purchasing    Date  
Los Lunas Schools  
PO Box 1300, Los Lunas, NM 87031  
Phone: 505-865-9636 Fax: 505-866-8262 [Maromero@llschools.net](mailto:Maromero@llschools.net)

By:  
Signature Authorized Firm Representative: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

Phone/Fax/Email: \_\_\_\_\_

Fed Tax ID# or SS#: \_\_\_\_\_

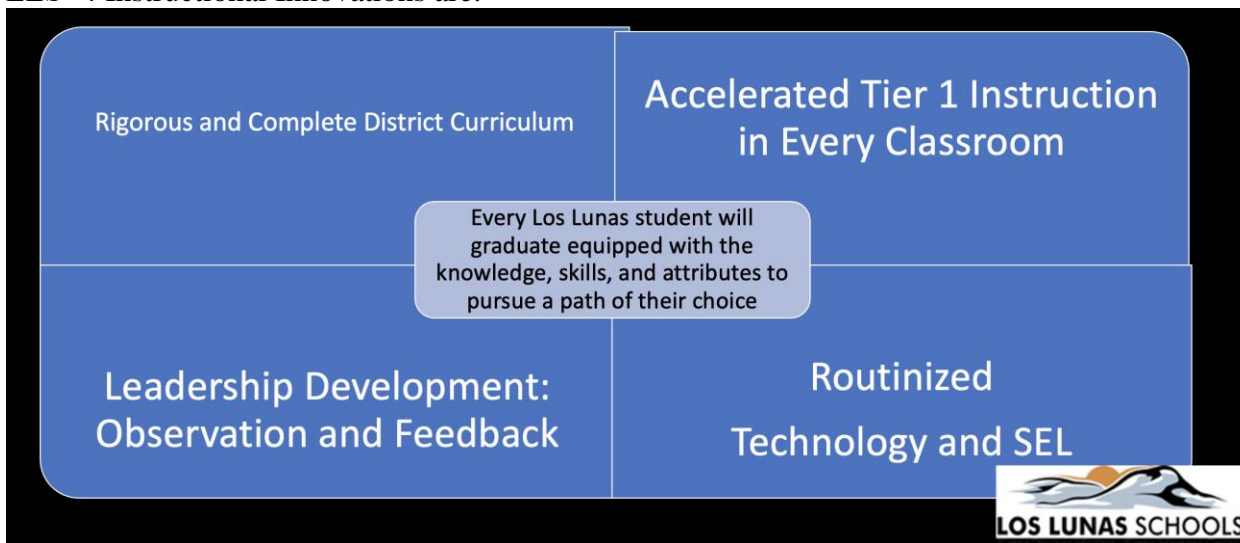
## Attachment 1

### Scope of Work

#### A. Academic Plan

LLS' Academic Plan includes integration of digital and blended learning models, systemic adoption of evidence-based practices in all classrooms, implementation of high-quality content-specific pedagogy, developing frameworks and tools for a rigorous and complete curriculum, acquisition and implementation of the highest quality instructional materials, and a systemically supported through-line from professional development to practice to student results.

LLS' 4 Instructional Innovations are:



1. Rigorous and complete district curriculum: Ensure that all students have access to the full breadth of state standards in all subject areas every year. LLS seeks to develop an inclusive, district-wide approach to curriculum that builds consistency in application of academic rigor and high expectations, vertical and horizontal alignment, and consistency in student learning outcomes, grading practices, and reporting. The LLS curriculum is being developed with, by, and for LLS educators based on standards and student learning outcomes rather than a single publisher's program. Once established, appropriate grade level materials and resources may be included at the discretion of the district. Once subject specific curriculum and quality practices are systemically implemented, LLS will seek support in taking the next step into multi-disciplinary inquiry-based learning experiences. LLS may opt to purchase supplementary instructional materials as per the ESSER application in addition to State-adopted materials.

2. Accelerated Layer I instruction in every classroom: Focusing on taking acceleration from conceptual to practical application with specific tools and strategies to ensure that every student has access to grade level material and the support to achieve at high levels, thus reducing the need for remediation.

3. Routinized Technology and Social/Emotional Learning (SEL): The implementation of digital learning and a variety of blended learning models will be a core component of instructional innovation to improve learning outcomes with all students. LLS seeks to embed technology in the accelerated instructional program, applying student, teacher, and coach technology in education standards in the district curriculum to maximize the use of devices both in the classroom and extending learning beyond the school day and building. Successful

implementation of technology requires training, coaching, and ongoing support. Recognizing that human beings of all ages learn holistically, support for SEL with both students and adult learners, including Employee Wellness support, will be key to improving learning.

4. Leadership Development: LLS invests in developing the skills and knowledge of principals and assistant principals in fostering the conditions for adult and student learning in each school that results in implementation of district innovations. Additionally, LLS is building leaders at all levels, including a coaching cadre and teacher leadership.

Additionally, LLS seeks to align and expand Career and Technical Education (CTE) and Dual Language services.

State of NM Common Core Standards:

<https://webnew.ped.state.nm.us/bureaus/instructional-materials/new-mexico-content-standards/>

**B. Professional Development/Specialized Training and Materials**

1. Types of services, professional learning, and materials:

<b>Services (may include tools and materials)</b>	<b>Professional Learning (may include tools and materials)</b>	<b>Materials</b>
<ul style="list-style-type: none"> <li>-needs assessment process development</li> <li>-professional development design and implementation</li> <li>-assessment system design</li> <li>-community outreach</li> <li>-program evaluation</li> <li>-out-of-school time activities</li> <li>-consultation for alignment of general education, special education, and English learner services, programs, strategies, and materials</li> <li>-employee wellness system</li> <li>-MLSS implementation</li> </ul>	<ul style="list-style-type: none"> <li>-innovative instructional practices</li> <li>-evidence based practices</li> <li>-development of a coaching program</li> <li>-leadership development</li> <li>-publisher agnostic curriculum implementation</li> <li>-meeting the needs of all populations (per Martinez/Yazzie and NM Black Education Act)</li> <li>-establishing criteria for materials selection and evaluation</li> <li>-standards-based technology integration, including blended learning model development</li> <li>-enrichment strategies, programs and materials</li> <li>-academic acceleration strategies and materials</li> <li>-social and emotional learning, strategies, and materials</li> <li>-arts integration strategies, programs and materials</li> </ul>	<ul style="list-style-type: none"> <li>-college and career readiness systems and materials K-12</li> <li>-literacy systems and materials K-12</li> <li>-science systems and materials K-12</li> <li>-social studies systems and materials K-12</li> <li>-math systems and materials K-12</li> <li>-CTE programs and materials</li> <li>-arts systems and materials K-12</li> </ul>



Services (may include tools and materials)	Professional Learning (may include tools and materials)	Materials
	-STEM strategies, programs and materials -ELA/ELD, math, science, and social studies strategies, planning, integration, and student-learning focused implementation -employee wellness system development -support for EL and SWD -Dual Language program development	

### 3. Face-to-Face Training

The proposed fee shall include the cost of the on-site professional development/specialized training and/or tele-communication or online services.

If vendor is traveling from out of state, travel costs will be reimbursed on actual costs (flight, hotel, transportation, meals based on State of New Mexico per diem rates).

LLS will not pay for travel to airport, flight time, travel from airport as separate added costs.

The proposed fee of the Face-to-Face Training should include the fee to cover the adequate number of instructors to provide the training. LLS will not pay the proposed fee for each individual instructor but will only pay the negotiated fee for the Face-to-Face Training with the adequate number of instructors.

Local Vendors shall propose a fee that does not include travel costs (airfare, hotel, transportation, meals, etc.)

### 4. Consulting and Coaching

The proposed fee shall include on-site services and/or tele-communication or online services

### 5. LLS Staff-in house training

LLS staff performs in house training but may have to purchase materials and pay participant fees; please provide those fees

The proposed fee shall include on-site services and/or tele-communication or online services.

### 6. Training of Trainers (TTT) Services

TTT services facilitate a high-level professional learning process to support and/or qualify participants to provide training and capacity building assistance for a formal program/curriculum that is based on evidence, research and/or best practices. TTT activities are designed to ensure the fidelity, quality, and sustainability of content and outcomes and may be facilitated by one or more of the following

The proposed fee shall include on-site services and/or tele-communication or online services.

**C. Awarded Contractor(s) Required Information**

Awarded Contractor(s) will be required to include the following information in their proposals/quotes when a LLS school/department requests services:

- Description of Training and Outcomes
- Date(s) of Training
- Location of Training
- Specific Individuals who will be providing the Training
- Agenda (to be provided prior to training and with invoice)
- Sign-up Sheets (to be provided with invoice)
- Deliverables
- Itemized Description and Pricing of Services

**\*Please note: An approved purchase order from LLS is required before any services are provided. Awarded Contractors shall not provide services until a purchase order is obtained from LLS. Unauthorized services may not be paid by LLS.**

**D. Miscellaneous**

1. Contractor will not be compensated for any volunteer activities associated with LLS and are prohibited from accepting supervisory duties associated with LLS activities.
2. All materials developed or acquired by the Contractor under this Agreement shall become the property of LLS and shall be delivered to LLS no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor for LLS under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor or shall be sold to any other customer.

**END ATTACHMENT 1-SCOPE OF WORK**

## Attachment II

### **Additional Terms and Conditions For Compliance with 2 C.F.R. Part 200, Appendix II**

#### 1. REMEDIES

The parties agree that the Owner reserves all rights and privileges under applicable laws and regulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs, and litigation expenses, as applicable.

#### 2. DAVIS-BACON ACT

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C.3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, Contractors are required to pay wages not less than once a week.

#### 3. COPELAND ANTI-KICKBACK ACT

A. *Contractor.* The Contractor shall comply with 18 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. *Subcontractor.* The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

#### 4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. *Overtime Requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (A) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

*C. Withholding for unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

*D. Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

## 5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

The parties agree to comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

## 6. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

### A. Clean Air Act

- i. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### B. Federal Water Pollution Control Act

- i. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 7. DEBARMENT AND SUSPENSION

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 1 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with w C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 8. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act

## 9. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

A. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonable needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. IN compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## 10. DHS SEAL, LOGO, AND FLAGS

**The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.**

11. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

**This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.**

12. NO OBLIGATION BY FEDERAL GOVERNMENT

**The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.**

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

**Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.**

14. BYRD ANTI-LOBBYING AMENDMENT \*See Attachment III

**Contractor must sign and submit to the Owner Attachment III-CERTIFICATION REGARDING LOBBYING**

**Attachment III**

**44 C.F.R. PART 18  
CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certifications is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.**

**The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.**

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**Signature of Contractor's Authorized Official**

**Date**

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**Name and Title of Contractor's Authorized Official**

**APPENDIX C**

**COST PROPOSAL FORM**

Los Lunas Schools RFP #2022-007-HR  
 Professional and Instructional Infrastructure Development

State gross receipts tax shall not be included in the Total Proposed Cost

OFFEROR NAME: \_\_\_\_\_

This “Summary of Proposed Rates” is to be executed and returned with your proposal. Cost Proposal MUST be sealed in an envelope marked “PRICE PROPOSAL” and must be submitted with the original written proposal. Profit and overhead shall be incorporated into the hourly rates. Other costs not mentioned in this RFP will be usual and customary or otherwise negotiated by LLS Procurement Department and the Offeror.

**\*\*A Vendor’s price list can be provided; however, the following must be submitted\*\***

**\*\*\*If Vendor provides a price list, this is the hourly rate that the price list is based on. If there are different hourly rates, please provide the average hourly rate that prices are based on. \*\*\***

<b>PROFESSIONAL DEVELOPMENT/SPECIALIZED TRAINING</b>	<b>HOURLY RATE</b>
1. ON-SITE; FACE-TO-FACE; (to cover the total number of vendor’s representatives to deliver the professional development)	\$ _____ HOURLY RATE
2. OFF-SITE (telecommunication/online)	\$ _____ HOURLY RATE
3. HYBRID (combination of on-site/digital services)	\$ _____ HOURLY RATE
<b>SUBTOTAL (A)</b>	\$ _____ <b>TOTAL HOURLY RATE</b>

**(COST PROPOSAL FORM CONTINUED)**



<b>CONSULTING/COACHING</b>	<b>HOURLY RATE</b>
1. ON-SITE; FACE-TO-FACE; ; (to cover the total number of vendor’s representatives to deliver the consulting/coaching services)	\$ _____ HOURLY RATE
2. OFF-SITE (telecommunication/online)	\$ _____ HOURLY RATE
3. HYBRID (combination of on-site/digital services)	\$ _____ HOURLY RATE
<b>SUBTOTAL (B)</b>	<b>\$ _____ TOTAL HOURLY RATE</b>

<b>TRAIN THE TRAINER</b>	<b>HOURLY RATE</b>
1. ON-SITE; FACE-TO-FACE; (to cover the total number of vendor’s representatives to deliver the training)	\$ _____ HOURLY RATE
2. OFF-SITE (telecommunication/online)	\$ _____ HOURLY RATE
3. HYBRID (combination of on-site/digital services)	\$ _____ HOURLY RATE
<b>SUBTOTAL (C)</b>	<b>\$ _____ TOTAL HOURLY RATE</b>

$$\underline{\hspace{2cm}} \text{ SUBTOTAL (A)} + \underline{\hspace{2cm}} \text{ SUBTOTAL (B)} + \underline{\hspace{2cm}} \text{ SUBTOTAL (C)} = \underline{\hspace{2cm}} \text{ TOTAL PROPOSED COST}$$

Materials:

Provide a percentage discount off manufacturers suggested price list that will be extended to LLS. This is only for materials that are used for the professional development/specialized training, consulting/coaching, and Train the Trainer.

\_\_\_\_\_ % Discount Off Manufacturers Suggested Retail Price (MSRP) List

\_\_\_\_\_ % Discount Off MSRP for Digital Subscription Licensing Fees

**(COST PROPOSAL FORM CONTINUED)**



**APPENDIX D**

**LETTER OF TRANSMITTAL FORM**

**Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2: For the person authorized by the organization to contractually obligate the organization:

**Name:** \_\_\_\_\_

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

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

**Name:** \_\_\_\_\_

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

**Email address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

4. For the person to be contacted for clarifications:

**Name:** \_\_\_\_\_

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

**Email Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

5. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive

Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

\_\_\_\_\_, 2022

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

## APPENDIX E

### 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.

Names of Applicable Public Officials on the District Board of Education:

- Sonya C’ Moya, President
- Bruce Bennett, Vice President
- Tina Garcia, Secretary
- Ragon Espinosa, Member
- P. David Vickers, Member

**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): \_\_\_\_\_

**APPENDIX F**

**CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM**

As utilized herein, the term “Offeror” shall mean that entity submitting a proposal, bid, or quote to Los Lunas Schools in response to the above referenced request.

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

no employee or board member of Los Lunas Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Offeror or in the proposed transaction. Offeror neither employs, nor is negotiating to employ, any Los Lunas Schools employee, board member or close relative, with the exception of the person(s) identified below. Offeror did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Offeror is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in the Offeror, please identify the Legislator: \_\_\_\_\_ . List below the name(s) or any Los Lunas Schools employee, board member or close relative who now or within the preceding 24 months as per NMSA 13-1-191.1 (1) works for the Offeror; (2) has an ownership interest in the Offeror (other than as an owner of less than 1% of the Offeror’s stock, if Offeror is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Offeror; (4) has received grant, travel, honoraria or other similar support from Offeror; or (5) has a right to receive royalties from the Offeror.

**DEBARMENT/SUSPENSION STATUS**

The Offeror certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. **The Offeror agrees to provide proof of registration on Sam.Gov** and provide immediate notice to Los Lunas Schools’ Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

**CERTIFICATION**

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

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

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

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

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

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

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

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



**APPENDIX G**

**Professional Development & Training Proposal Form**

Submit for each class/presentation/or PROGRAM

\*\*Or utilize your own document in lieu; ensure you answer all areas of form\*\*

\*\*\*You may provide links to program descriptions, agendas, and materials\*\*\*

**Title of Class/Presentation/ OR PROGRAM**

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**Detailed Description of Class/Presentation/Or PROGRAM**

If you have a detailed catalog of classes/presentations/program, please include the link to the digital catalog of classes/presentations/programs.

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**Topics Covered:**

- Needs Assessment Process Development
- Professional Development Design & Implementation
- Assessment System Design
- Community Outreach
- Program Evaluation
- Out-of-School Time Activities
- Consultation for Alignment of General Ed, Special Ed, & English Learner Services, Programs, Strategies, and Materials
- Employee Wellness System
- MLSS Implementation
- Innovative Instructional Practices
- Evidence Based Practices
- Development of a Coaching Program
- Leadership Development
- Publisher Agnostic Curriculum Implementation
- Meeting the needs of all populations (per Martinez/Yazzie & NM Black Education Act)
- Establishing Criteria for Materials Selection and Evaluation

- Standards-Based Technology Integration, Including Blended Learning Model Development
- Enrichment Strategies, Programs, and Materials
- Academic Acceleration Strategies and Materials
- Social and Emotional Learning, Strategies, and Materials
- Arts Integration Strategies, Programs and Materials
- STEM Strategies, Programs and Materials
- ELA/ELD, Math, Science, and Social Studies Strategies, Planning, Integration, and Student-Learning Focused Implementation
- Employee Wellness System Development
- Support for EL and SWD
- Dual Language Program Development
- College and Career Readiness Systems and Materials K-12
- Literacy Systems and Materials K-12
- Science Systems and Materials K-12
- Social Studies Systems and Materials K-12
- Math Systems and Materials K-12
- Career and Technical Education (CTE) Programs and Materials
- Arts Systems and Materials K-12

**Target Audience: Who would best benefit by attending?**

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**Program Benefits**

What will the District gain by purchasing this professional development/presentation/or PROGRAM?  
Include evidence-based data that includes improvement over at least a 2-year period.

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**What knowledge and skills will participants gain by attending this professional development/presentation or gain from this PROGRAM?**

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**Detailed information on how the professional development/presentation/or PROGRAM supports and advances the LLS Academic Plan, State of New Mexico Common Core Standards, and the LLS Instructional Innovations**

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**Learning Objectives**

**What will participants be able to do after participating in the professional development? (Use words such as: Define, List, Identify, Explain, Apply, Solve, Analyze, Plan, Manage, Review, etc.)**

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**Instructional Methods: Check all that apply**

- Lecture
- PowerPoint

- Participant Presentation**
- Group Exercises**
- Individual Exercises**
- Large Group Discussion**
- Small Group Discussion**
- Game(s)**
- Role Play**
- Q&A**
- Other Methods**

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**Proposed Length of Session-include agendas and any details of materials that is required for the session**

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**Proposed Minimum/Maximum number of attendees**

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**How will participants be equipped to implement learning outcomes in instructional practice?**

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