

# Northwest Regional Education Cooperative #2



## *REQUEST FOR PROPOSALS*

### **RFP-21-01**

#### **Professional Learning, Consulting Services, Technical Assistance/Support, and External Program Review**

Commodity Codes applicable to this procurement: 918-38; 924-05; 924-19; 958-77

**Contracting Agency:** Northwest Regional Education Cooperative #2 (REC)

**Address:** 182 North Pine, Building 3  
PO Box 113  
Chama, New Mexico 87520

**Telephone:** 575-756-1274

**Fax:** 575-756-1278

**Issue Date:** August 14, 2020

**Deadline Date:** **August 31, 2020 at 3:00 PM MST**

**Issued By:** Jeannene Sparks, CPO, Business Manager

**E-mail:** jeannene@nwrec2.org

**Web Address:** www.nwrec2.org



## **REQUEST FOR PROPOSALS**

**RFP-21-1**

### **Professional Learning, Consulting Services, Technical Assistance/ and Support, and External Program Review**

The Northwest Regional Education Cooperative #2 (NWREC#2) is soliciting proposals from qualified offerors for professional learning, consulting services, technical assistance and support, and external program review associated with the RISE Program, Achieve Excellence Program, and any other New Mexico Public Education Departments.

RISE: a two-year program aimed at leveraging the expertise of New Mexico's educational leaders to support and empower school leaders as they work urgently to dramatically improve student achievement in their schools and districts. With the support of the district, Performance Coach and Lead Coach, each School Leader works with their core team to assess school needs based on data and establish an Annual and 90- day Plan containing effective evidence-based strategies (e.g. data-driven instruction, school culture of learning, observation and feedback).

Achieve Excellence (AE) is an exciting, one-year program aimed at supporting and empowering New Mexico's early career (5-years or less classroom experience), or alternative licensure teachers as they work to improve instruction and dramatically increase student outcomes in their schools. AE content is grounded in evidence-based instruction as found in Teach like a Champion, Positive Behavior Interventions and Supports, trauma-based instruction, and culturally responsive practices.

The REC intends that through these two initiatives, including the participants in RISE and AE, and New Mexico's public-school students will demonstrate positive growth on nationally recognized measures from the engagement of a proven, nationally recognized organization that:

- conducts educational research, and is also a development and service organization,
- is recognized as a leader in moving research into practice by conducting research and development programs, projects, and evaluations,
- provides training and technical assistance,
- works with national, regional, state, and local policy makers and practitioners to carry out large-scale school improvement and innovative change efforts

Specific initiatives include, but are not limited to, RISE Program and Achieve Excellence (AE). Events will take place in various locations in New Mexico. The REC is seeking an offeror who will provide program planning, including but not limited to curriculum roadmaps, and theory of action resetting. The REC is seeking an offeror who will provide external program review and support in identifying partners and presenters for these premier programs and other initiatives as defined by the REC. In addition, the REC is seeking an offeror who will document the development of, review and support these initiatives

In line with New Mexico Procurement Statutes 13-1-68, this award may result in a multi-term contract extending through Fiscal Year 2020 (if funds are not appropriated or otherwise made available to support continuation of performance of a multi-term contract in a subsequent fiscal period, the contract shall be cancelled).

In line with New Mexico Procurement Statutes 13-1-69, this award may be a multiple source award made to the offeror or offerors whose proposal is most advantageous to the REC, taking into consideration the evaluation factors set forth in the request for proposals.

**IMPORTANT:**

**PROPOSALS DUE MONDAY - AUGUST 31, 2020 AT 3:00 P.M. MST**

**IT IS THE OFFEROR'S RESPONSIBILITY TO MEET THE DEADLINE. PROPOSALS THAT ARRIVE AFTER 3:00 P.M. MST WILL NOT BE CONSIDERED.**

**SEALED PROPOSALS MUST BE DELIVERED TO:**

**NWREC #2**

**ATTN: JEANNENE SPARKS**

**STATE ROAD 531 HOUSE 0106**

**PO BOX 433**

**TIERRA AMARILLA, NM 87575**

**The words SEALED PROPOSAL along with the RFP NUMBER AND THE OFFEROR'S NAME AND ADDRESS MUST appear clearly on the sealed envelope or package of all proposals.**

**IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A PROPOSAL, CONTACT THE PURCHASING OFFICE IMMEDIATELY FOR CLARIFICATION AND/OR CONSIDERATION OF AN ADDENDUM.**

Proposals may be mailed, or hand/currier delivered to: NWREC #2  
Attention: Jeannene Sparks  
State Road 531 House 0106  
PO Box 433  
Tierra Amarilla, NM 87575

**NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE AT LEAST 2 DAYS PRIOR TO DEADLINE TO INCREASE LIKLIHOOD OF TIMELY DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO DEADLINE.**

**Jeannene Sparks, CPO  
Business Manager  
NWREC #2  
Phone: 575-756-1274 Fax: 575-756-1278  
E-mail: Jeannene@nwrec2.org**

## **SCOPE OF WORK**

The Northwest Regional Education Cooperative #2 (REC) is soliciting proposals from qualified offerors for Education professional learning, consulting services, technical assistance and support, and external program review associated, with potential for extension into subsequent years as allowable by law. The primary activities associated with this solicitation are related to teacher and principal training and development. Specific initiatives include, but are not limited to, RISE Program, Achieve Excellence Program, and any other New Mexico Public Education Departments. Events will take place in various locations in New Mexico.

RISE Program and Achieve Excellence Program are the premier New Mexico Public Education Department initiatives aimed at leveraging public school leadership and instruction to dramatically improve student achievement in their schools.

These two initiatives, including the participants in RISE and AE, and New Mexico's public-school students will demonstrate positive growth on nationally recognized measures from the engagement of proven, nationally recognized proven support providers.

The REC is interested in utilizing proven support provider(s) whom have a proven track record of working with national, regional, state and local policy makers and practitioners to carry out large-scale school improvement and innovative change efforts. The REC is interested in utilizing proven support provider(s) whom have experience providing professional level executive training to educational leaders in New Mexico, and whom are also experienced with professional development, educational consulting and technical assistance and/or supporting the particular challenges associated with the state educational reform efforts. The REC is interested in utilizing proven support provider(s) whom have current experience with nationally recognized school reform efforts or organizations associated with "school leadership reform and empowerment" resulting in improved student achievement. The REC is interested in utilizing proven support provider(s) whom have experience delivering workshops associated with:

- Researched-based Educational Leadership Competencies and Leadership Development of Educational Leaders:
- Sustaining School Turnaround,
- Rethinking the Role of School Leadership Teams,
- Developing school and district leaders, and,
- 90-day planning processes and structures.

The REC expects that the offeror(s) will provide a robust system of support, founded upon a well-documented research base and professional staff whom are experienced and familiar with the educational reform efforts of the State and available for onsite implementation and ongoing follow-up training and technical support.

Historical information regarding the success of conferences held by the REC for teacher and principal training and development can be provided upon request.

## EVALUATION INFORMATION

The evaluation of proposals will be performed by an evaluation committee appointed by REC management. The evaluation process will take place from August 31<sup>st</sup> through September 2. During this time, the Chief Procurement Officer of the REC may, at his or her option, initiate discussion 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. Such discussions SHALL NOT be initiated by the offerors. The Chief Procurement Officer of the REC may waive irregularities in a proposal, which do not alter the price, quality or quantity of the services offered. This right is at the sole discretion of the Chief Procurement Officer. Successful proposals will be those that are most advantageous to the REC, taking into consideration the evaluation factors set forth in this Request for Proposal, as determined by the selection committee using the scoring matrix specified below.

CRITERIA	DETAIL	TOTAL POSSIBLE POINTS
CAPACITY AND EXPERIENCE	The Company and key personnel. Highlight experience working on large-scale education reform efforts and State-wide Initiatives. Highlight experience with the State of New Mexico education reform efforts.	35
QUALITY OF SYSTEM	Description of <b>all aspects of the proposed</b> Education Executive Training, Professional Development and Consulting Services and Technical Assistance plan.	40
EXPERIENCE	History and years of experience and years of operation. References provided by other companies/agencies for similar services and/or information provided regarding past clients and events. Experience in K-12 Education with educational leaders should be emphasized.	25
CAPABILITY OF PERSONNEL	Description of offeror's staffing to be assigned to this project.	15
COST	Include cost structure for the full turn-key implementation of the proposed <b>Education professional learning, consulting services, technical assistance and support, and external program review Assistance plan</b> , including on-site staff to implement system. Cost structure should allow for scalability as the number of potential applicants may fluctuate.	30
SUBMISSION	Proposal presentation and content.	5
Overall Total Possible Score:		150

**EVALUATION INFORMATION CONTINUED:**

1. **CAPACITY AND EXPERIENCE** – Provide a description of your company, or organization including some history and describe its capacity and capability to deliver on this initiative. Describe the key personnel who will be involved in the work. Highlight experiences of the company and key personnel who have worked or are working on large-scale education reform efforts and State-wide Initiatives. Highlight any familiarity with and/or specific experience with the State of New Mexico education reform efforts. Include experiences providing professional development or technical assistance to public school systems on any or all of the following strategies:
  - Researched-based Educational Leadership Competencies and Leadership Development of Educational Leaders:
  - Sustaining School Turnaround,
  - Rethinking the Role of School Leadership Teams,
  - Developing school and district leaders, and,
  - 90-day planning processes and structures.
2. **QUALITY OF SYSTEM** – Provide a description of the aspects of the proposed professional learning, consulting services, technical assistance and support, and external program review plan. Please discuss the essential elements of your plan and how your plan would foster education reform in New Mexico.
3. **EXPERIENCE** – Describe the history and years of experience and years of operation of your company or organization. Provide any references from prior clients or organizations that provide similar services. Describe any particular successes that you have achieved or supported. Provide evidence associated with your success as a company. Experiences working in K-12 Education with educational leaders should be emphasized.
4. **CAPABILITY OF PERSONNEL** - Description of offeror's staffing to be assigned to this project.
5. **COST** - Include cost structure for the full turn-key implementation of the proposed professional learning, consulting services, technical assistance and support, and external program review plan, including on-site staff to implement the plan. Cost structure should allow for scalability as the number of potential applicants varies.
6. New Mexico Procurement Code provides for preference to be given to qualified offerors through NM resident business preference (5%) and resident veteran businesses preference (10%) under certain conditions. If applicable, the preference will be applied to the score of those offerors that have submitted a responsive proposal and provided a copy of a valid preference certificate. In order for an offeror to receive any NM preference, a copy of the preference certificate **must be included with the proposal**. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number is not acceptable and may not qualify the Offeror for preference. Preference does not apply to contracts that use federal funds. For more information, or to obtain application forms, please contact the NM Department of Taxation and Revenue or go to their website. Note that only an officially issued preference certificate will be considered. Submission of a copy of a submitted application pending receipt of an officially issued preference certificate is not acceptable. A certification form is included as a proposal form in this RFP.

## **RESPONSE FORMAT AND ORGANIZATION**

### **1. NUMBER OF RESPONSES**

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

### **2. NUMBER OF COPIES**

Offerors shall submit one (1) original and four (4) copies of the proposal. The Original shall be marked "ORIGINAL" on the cover of the proposal.

### **3. PROPOSAL FORMAT**

Ability to follow instructions and formatting is of the utmost importance. This attention to detail shows the evaluation team your level of commitment to this RFP and your work as an organization. Proposals not following format may be deemed non-responsive and rejected on that basis. The preferred method of submission is in a 3-ring binder or otherwise bound on the left-hand margin, with each of the following sections bookmarked. The sections and divider are preferred in the following order:

- Table of Contents
- Cover Letter/Letter of Introduction
- Written response to RFP including criteria, specifications, and scope of work.
- Response to Agency Terms and Conditions (if any)
- Offeror's Additional Terms and Conditions (if any)
- References
- Additional vendor documentation (if any)
- Proposal Forms (See Appendices)
- Copy of NM Resident or Veteran Business Certificate (If applicable)

### **4. PROPOSAL CONTENTS**

Offerors should respond in the form of a thorough narrative to each criteria and specification, unless otherwise specified. The narratives, including any supporting materials, will be evaluated and awarded points accordingly. Failure to respond to a Mandatory Requirements may result in disqualification of Proposal.

## **SPECIFIC AND GENERAL CONDITIONS**

1. Proposals must be received by **August 31, 2020 at 3:00 PM**. Proposals received after the deadline will not be opened or considered.
2. A selection committee may, at its discretion, choose to interview the top qualified firms submitting a proposal, prior to making a final selection or recommendation.
3. Offeror shall submit in a sealed envelope or package, one (1) original and four (4) copies of their proposal at the location specified in this RFP. The proposal must contain all forms marked "PROPOSAL FORM" in this request for proposals along with the response. Packages must contain the RFP # and Title and the name and address of the offeror.
4. Proposals shall be submitted on 8½"x11" paper (larger paper is permissible for charts, spreadsheets, etc.) and no more than 30 pages in length and bound on the left-hand side. Excluded from this count are cover page, table of contents, tab dividers, mandatory Proposal Forms and back cover.

**SPECIFIC AND GENERAL CONDITIONS CONTINUED:**

5. Proposal Forms: All forms marked "PROPOSAL FORM" contained in this RFP shall be completed and submitted with the proposal or as otherwise required. Any proposal missing required proposal forms may be deemed non-responsive.
6. Timeline: ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE REC no later than 3:00 pm on August 31, 2020. 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. REC personnel will not merge, collage, or assemble proposal materials. 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 Business Manager, at the address below.
7. A public log will be kept of the names of all offeror organizations that submitted proposals prior to the submission deadline. Pursuant to §13-1-116 NMSA, the contents of any proposal shall not be disclosed to competing offerors during any period of negotiation and prior to contract award. Contract Language:
8. The use of state funds precludes the payment of deposits or financial penalties such as those found in most Cancellation and Attrition Clauses. Also, state law prohibits the REC from indemnifying any vendor or contractor. [See New Mexico Attorney General Opinion, No. 00-04, issued November 1, 2000.] A proposal without either of these types of clauses is required.
9. All contracts must meet conditions and requirements of a New Mexico governmental agency, and otherwise comply with applicable law. The contract between the REC and a contractor will follow the format specified by the REC. The contents of this RFP, as revised and/or supplemented, and the terms of the successful offeror's proposal, or portion thereof, that is accepted by REC, will be incorporated into and be part of any contract awarded as a result of the RFP process, including the following contract terms:

Contractor assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage, loss or destruction to property sustained or alleged to have been sustained in connection with or arising out of the services provided by Contractor, its agents, employees, subcontractors, except to the extent arising out of or caused by the negligence of REC. Contractor shall indemnify, defend and hold harmless the REC, its officers, agents, and employees from any and all liability for losses, expenses, damages, demands, claims and judgments, including court costs and attorneys' fees, which may arise out of Contractor's performance of services, except to the extent arising out of or caused by the negligence of the REC. The liability of the REC shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-41-1 et seq., NMSA, as amended.

10. In the event that any action, suit or proceeding related to the services provided by the Contractor 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 REC and the Risk Management Division of the New Mexico General Services Department by certified mail.



**SPECIFIC AND GENERAL CONDITIONS CONTINUED:**

11. The Contractor shall maintain detailed records of services provided and charges made under this Contract and maintain those records for at least five (5) years after final payment under the contract. These records shall be subject to inspection by REC, the New Mexico Public Education Department (PED), the New Mexico Department of Finance Administration (DFA) and the New Mexico State Auditor. REC, PED, DFA and the State Auditor shall have the right to audit charges and payments before or after payment. Payment under the contract shall not foreclose the right of the REC to recover excessive and/or illegal payments.
12. The contract may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The REC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final. Any termination under this section shall be without penalty.
13. No waiver of any breach of the contract or any terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.
14. The contract shall not be altered, changed, or amended except by an instrument in writing executed by the parties, and set forth in a purchase order modification issued to the Contractor by REC.
15. The contract shall be governed by the laws of the State of New Mexico.
16. This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when REC determines such action to be in the best interest of the REC.
17. The Procurement Code, Section 13-1-28 et seq. NMSA, as amended, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.
18. Award Process: It is anticipated that Contracts will be finalized with the most advantageous offeror by August 25, 2020. In the event that mutually agreeable terms cannot be reached within the time specified, the REC reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process or to cancel the award.
19. **Competitive Proposals:** Pursuant to Section 13-1-111 NMSA, a procurement shall be effected by competitive sealed proposals when a central purchasing office or a designee of the office makes a written determination that the use of competitive sealed bidding for items of tangible personal property or services is either not practicable or advantageous to the state agency or a local public body. By publication of this RFP, the central purchasing office of REC hereby determines that the competitive sealed bidding procedure in the New Mexico Procurement Code is not advantageous to REC as it relates to the procurement of event management because REC's determination must consider a mix of experience and skills, and then determine which mix and the fees and charges therefore are the most advantageous to the REC and its members, within its budgetary limitations. Under such circumstances, REC has determined that it will not seek competitive bids, and the bidding process is deemed not to be practicable under these

**SPECIFIC AND GENERAL CONDITIONS CONTINUED:**

circumstances. Therefore, REC shall proceed with procurement of such items through the use of competitive sealed proposals, in accordance with Section 13-1-112 NMSA.

20. Award of this RFP will constitute and establish a price agreement for the purchase of Professional Learning, Consulting Services, Technical Assistance/Support, and External Program Review by any schools, offices, or districts in the NM Regional Education Cooperative. In addition, all public agencies, commissions, institutions, political subdivisions and local public bodies allowed by law are authorized to purchase from this Price Agreement pursuant to section 13-1-129 (NMSA 1978) at the discretion of the vendor. Any contracts entered into by agencies other than NMREC#2 shall be at the same terms, conditions and pricing as specified herein and shall be solely between the contract/vendor and the contracting agency. The first right of service shall be given to NWREC#2 in the event multiple agencies contract under this Price Agreement.
21. The term of this agreement shall be for one (1) year from the date of award with the option to extend for a period of three (3) additional one (1) year terms, by mutual agreement of all parties, at the same price, terms and conditions. This agreement, or any agreement entered into by other agencies pursuant to this RFP shall not exceed four (4) years, including all renewals and extensions.
22. **Payment:** Invoices shall be submitted directly to each contracting agency. Payment will be made to the successful offeror(s) awarded a contract in accordance with Section 13-1-158 NMSA for services received and payment will be rendered pursuant to any procedure specified in Purchase Order(s) issued. In order to facilitate payment, an itemized breakdown of all charges is required as a separate document. Invoices will be paid within 30 days after verification that all goods and/or services have been received and are acceptable.

# PROPOSAL FORM

***This page and all others marked "Proposal Form" shall be completed and submitted.***

## **RFP-21-1: Professional Learning, Consulting Services, Technical Assistance and Support, and External Program Review**

### **ACKNOWLEDGEMENT OF RECEIPT AND INTENT TO SUBMIT**

This form is to be completed and submitted *prior to the deadline* and will facilitate potential offerors receiving correspondence and any related addenda directly.

In acknowledgment of receipt of this Request for Proposals, the undersigned hereby submits the following intent in regard to response. (To be used for administrative purposes regarding this RFP - does not commit signee to submittal.)

The firm listed below does/does not (circle 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: \_\_\_\_\_

Please return form as soon as possible to:

Jeannene Sparks, CPO  
Business Manager  
NWREC #2  
Phone: 575-756-1274 Fax: 575-756-1278  
E-mail: Jeannene@nwrec2.org

# PROPOSAL FORM

## RFP-21-1: Professional Learning, Consulting Services, Technical Assistance and Support, and External Program Review

### VENDOR CERTIFICATION INFORMATION

By signing this page and submitting a proposal, offeror hereby agrees that they have read and understand all terms, conditions and requirements set forth in this RFP.

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Signature of individual authorized to commit the firm

---

Printed Name & Title

---

Phone Number(s)

---

Firm Name

---

Mailing Address

---

City/State/Zip

---

Name of Company Representative/Contact Person for this RFP and Proposal

---

Phone Number(s)

---

E-mail Address

Addenda acknowledgement (if applicable):

Addendum No. \_\_\_\_\_; Date \_\_\_\_\_; Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_; Date \_\_\_\_\_; Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_; Date \_\_\_\_\_; Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_; Date \_\_\_\_\_; Initials \_\_\_\_\_

**Statement of Non-Discrimination:** \_\_\_\_\_ does

not discriminate

Company

on the basis of color, national origin, sex, religion, age or disabled status in employment of the provision of services.

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Signature

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Date

# PROPOSAL FORM

## RFP-21-1: Professional Learning, Consulting Services, Technical Assistance and Support, and External Program Review

### Preference Certification

\_\_\_\_\_ (Name of Business) hereby certifies the following in regard to application of the resident preference or resident veteran's preference to this formal request for bids process:

Please check one box only:

- This business does not have a qualifying New Mexico Preference Certification.
- This business has a qualifying New Mexico Resident Preference or Resident Veteran Preference Certification  
**(include a copy of the certificate with bid)**

If claiming a Resident Veterans Preference Certification, please state annual gross revenue for preceding calendar year:

\$ \_\_\_\_\_

“In conjunction with this procurement and the requirements of this business’ application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.”

“I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.”

\_\_\_\_\_  
(Signature of Business Representative) \*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to inspection and/or protest. A denial of award or recension of award may be made if the statement is proven incorrect.

# PROPOSAL FORM

## RFP-21-1: Professional Learning, Consulting Services, Technical Assistance and Support, and External Program Review

### 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.

# PROPOSAL FORM

**“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.

**“Contract”** means any Agreement for the procurement of items of tangible personal property services, professional services or construction.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

Name(s) of Applicable Public Official(s) if any: Monica Cordova, Assistant Business Manager

## **DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

# PROPOSAL FORM

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)



# PROPOSAL FORM

## RFP-21-1: Professional Learning, Consulting Services, Technical Assistance and Support, and External Program Review

### CONFLICT OF INTEREST STATEMENT

Offeror/contractor represents and warrants the following:

1. No Current or Prior Conflict of Interest. The offeror/contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations as specified and set forth in this RFP or any contract entered into pursuant to award under this RFP.
2. Notice of Potential Conflict. If any such actual or potential conflict of interest arises, contractor shall immediately inform NWREC #2 in writing of such conflict.
3. Termination for Material Conflict. If, in the reasonable judgment of NWREC #2, such conflict poses a material conflict to and with the performance of Contractor's obligations, then the County may terminate the contract immediately upon written notice to Contractor; such termination of contract shall be effective upon the receipt of such notice by Contractor.
4. If the offeror is a former employee of NWREC #2, state the date of separation/retirement here:  
\_\_\_\_\_ (write N/A if not applicable).
5. If the offeror is a current employee of NWREC #2, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee with the NWREC #2, state employee name and position held here: \_\_\_\_\_ (write N/A if not applicable).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title