



**Region 9  
Education  
Cooperative**

Region 9 Education Cooperative  
143 El Paso Road  
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<http://www.rec9nm.org>

## **REQUEST FOR PROPOSALS**

**Region IX Education Cooperative**

NIGP Commodity Code: 91838

**RFP 22001**

**PD: Acceleration, MLSS & High Dosage Tutoring Design RFP**

ISSUED

Tuesday, July 27, 2021

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

Region IX Education Cooperative (REC IX) through a Memorandum Of Understanding (MOU) with the South West Region Education Cooperative (SWRECNM) on behalf of New Mexico Public Education Department (NMPED), Curriculum & Instruction Division (C&I) is soliciting proposals from highly qualified individuals or organizations to collaborate with C&I to develop, manage, implement and support, at the direction of the PED C&I, designing and implementing a suite of professional learning supports that allow NM LEAs/Charters to select from a menu of offerings that support their local needs in the areas of Acceleration, MLSS and High Dosage Tutoring.

All information regarding this RFP can be found at [www.rec9nm.org/Employment\\_Opportunities](http://www.rec9nm.org/Employment_Opportunities) under the Requests for Proposals section.

### **B. SUMMARY SCOPE OF WORK**

The NM Public Education Department has a vision for assuring equal access to on-grade level standards for all students through the universal core layer of instruction while at the same time assuring that students that need targeted or intensive supports to be successful are provided those supports flexibly and in alignment to filling skills gaps that will assure success at their grade level. This is particularly important post-COVID pandemic as a strategy for supporting all students with reentry to full in-person instruction but in addition we have a long term focus on strengthening core instruction across the state as part of a focus on ensuring equitable access to on-grade level instruction for all students. In other words, the grade level standard should be the floor for all students during universal core instruction and not the ceiling for some.

Offeror should include a response in their proposal for any of the projects listed in *Section IV, F* which align to their organization's area of expertise and experience working in the field supporting LEAs and schools on similar endeavors. Award could be granted in a range from any one project to multiple projects included in the application for any of the offerors.

### **C. PROCUREMENT AND CONTRACT CONTACT**

This RFP could result in contractual award(s) between the two parties (awarded Offeror and the Agency). This procurement may be used by other parties. The contract shall be implemented for a term of one (1) calendar year, and may be extended on an annual basis for up to three (3) years in one-year increments for a total of four (4) years, contingent upon sufficient funding and satisfactory work performance provided by the selected vendor. In no case will the contract, including all renewals thereof, exceed a total of four (4) years in duration, as set forth in NMSA 1978, § 13-1-150. A contract awarded as a result of this RFP is contingent upon appropriation by the New Mexico Legislature or

other funding sources for the period of this procurement, satisfactory contract compliance, and the Contractor's ability to successfully provide services. Should contract non-compliance be determined, the contract may be terminated or amended. A potential offeror or the offeror agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

Region IX Education Cooperative will manage all aspects of procurement whose name, address, telephone number and email address are listed below:

Procurement Coordinator:

Name: Region IX Education Cooperative  
Arissa Klumker  
Address: 143 El Paso Rd., Ruidoso, NM 88345  
Telephone: (575) 519-2001  
Fax: (575) 257-2141  
Email: [arissa.klumker@regionix.org](mailto:arissa.klumker@regionix.org)

**Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Region IX Education Cooperative, Procurement Coordinator listed above. Offerors may contact ONLY Region IX Education Cooperative, Procurement Coordinator regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond. **Protests of the solicitation or award must be delivered by mail to the Region IX Protest Manager.** ONLY protests delivered directly to the Protest Manager in writing in the 15 calendar day protest period will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to Region IX Education Cooperative, Procurement Coordinator be considered properly submitted.

Protest Manager:

Name: Bryan Dooley  
Executive Director  
Region IX Education Cooperative  
Address: 143 El Paso Rd., Ruidoso, NM 88345  
Telephone: (575) 257-2368  
Fax: (575) 257-2141  
Email: [bryan.dooley@regionix.org](mailto:bryan.dooley@regionix.org)

#### ***D. DEFINITION OF TERMINOLOGY***

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

1. **“Agency”** is the issuing agency of procurement, contracts, purchase orders and all aspects associated with contract/procurement management. Agency shall be used, unless otherwise written specifically identifying the entity.
2. **“Close of Business”** means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.
3. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.
4. **“Contract Manager”** means the individual selected by the Agency to monitor and manage all aspects of the contract resulting from this RFP.
5. **“Contractor”** means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State.
6. **“Deliverable”** means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.
7. **“Department of Information Technology”** means the New Mexico Department of Information Technology which is responsible for operating the data center and all communications related items.
8. **“Desirable”** the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).
9. **“Determination”** means the written documentation of a decision of a procurement manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.
10. **“DFA”** means the Department of Finance and Administration for the State of New Mexico.
11. **“DFA/CRB”** means the Contracts Review Board of the Department of Finance and Administration for the State of New Mexico.
12. **“Employer”** means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.) Such definition does not include governmental entities.
13. **“Evaluation Committee”** means a body appointed by the Agency management to perform the evaluation of offeror proposals.
14. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee for submission for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.
15. **“Finalist”** is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.
16. **“Mandatory”** The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.

17. **“Milestone”** means a significant event in a project, usually the completion of a major deliverable.
18. **“New Mexico Employee”** means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.
19. **“Offer”** means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order.
20. **“Offeror(s)”** is any person, corporation, or partnership who chooses to submit a proposal.
21. **“Procurement Manager”** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive proposals.
22. **“Request for Proposals”** or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
23. **“Requirements”** are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.
24. **“Responsive Offer or Responsive Proposal”** means an offer or proposal that 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 or delivery requirements.
25. **“Responsible Offeror”** means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his 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 described in the proposal.
26. **“Solicited and Awarded”** means an ITB or RFP was made available to the general public, through any means, after January 1, 2012 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2012.
27. **“Solicitations”** means ITBs and RFPs.
28. **“State (the State)”** means the State of New Mexico.
29. **“State Purchasing Agent”** or “SPA” means the purchasing agent for the State of New Mexico or a designated representative.

### 30. Operational Definitions:

- A. **“Accelerated Learning”**- An instructional framework that assumes **all students** engage with grade-level academic standards at least 75% of the time. Accelerated learning enables educators to connect unfinished learning with new ideas and new information, all while engaging with grade-level content and celebrating student cultural wealth. In order for accelerated learning to work, teachers must have agency in delivering three critical foundational tenets: growth mindset, development of student agency to include whole-child instruction, the prioritization of academic knowledge while offering just-in-time support structures. Accelerated learning is different from remediation.
- B. **“Balanced Assessment System”**- Provides a gauge for determining current status of student Achievement by using multiple measures / sources of evidence (formative / classroom based, local/interims, summative) and assures that assessments are not used to withhold grade-level content.

- C. **“Cultural and Linguistic Responsiveness (CLR)”** - Cultural and Linguistic Responsiveness (CLR) The NMPED defines CLR as validating and affirming an individual’s home culture and language to create connections with other cultures and languages in various social contexts. Culturally and Linguistically Responsiveness is “the validation and affirmation of the home (indigenous) culture and home language for the purposes of building and bridging the student to success in the culture of academia and mainstream society” (Hollie, 2012). This includes culturally responsive teaching which is a pedagogy that empowers students intellectually, socially, emotionally, and politically by using cultural and historical references, to impart knowledge, skills a, and change attitudes” (Ladson Billings, 1994).
- D. **“High Dose Tutoring”** - Tutoring tied to classroom content which is effective at addressing learning gaps — up to two years of mathematics learning in one year’s time, according to some studies. Strategy is an approach for providing universal supports, target interventions, and intensive intervention within MLSS. Considerations include, time and duration, group size, tutors (including well trained non-teacher partners), avoidance of negative stigma where tutoring is seen as a punishment, and the use of high quality instructional materials with an evidence base.
- E. **“High Utility Local Formative Assessments”** - Provide teachers with access to student-specific diagnostic data about **priority prerequisite knowledge and skills** related to grade-level priority content. Assures appropriate **formative assessments** (local and/or PED provided) are identified at the school and district level to make strategic instructional choices on
- F. **“Multi-Layered System of Supports (MLSS)”** - MLSS is a holistic intervention framework that guides educators, those closest to the student, to intervene quickly when students need additional supports. The MLSS framework reflects the supports that the classroom teacher, school, family, health and wellness staff offer toward readying students to experience academic and behavioral success in school resulting in students being ready for success. There are three academic layers of support. Universal Core Instruction, Targeted Interventions, and Intensive Interventions. Student success is promoted by:
- aligning all interventions to New Mexico State Standards and student data;
  - being proactive and flexible about addressing student needs; and
  - working with a variety of community, family, and health/wellness professionals to provide coordinated supports that address a student’s holistic success.
- G. **“New Mexico Instructional Scope (NMIS)”** - Provides detail and clarity around standards, best practices for instruction, and what are the most critical prerequisite skills and knowledge for math and literacy and bundling strategies for science. Supports lesson planning and district/school wide vertical and horizontal alignment as pacing guides are developed at the local level. What content or skills to prioritize. Includes the use of ongoing **progress monitoring** tools to inform curricular decision making in the classroom. Address skill deficits in context of **current-grade level work**. Identify & assess **priority standards** to accelerate student learning.

***E. ELIGIBLE APPLICANTS***

Eligible applicants include public or private organizations with documented and demonstrated ability to provide Services as described in Section I.B.1.

**II.CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP contains the schedule for the procurement and describes the major procurement events as well as the conditions governing the procurement. Region IX Education Cooperative reserves the right to alter or update the schedule. Region IX Education Cooperative will make every effort to adhere to the schedule.

**A. SEQUENCE OF EVENTS**

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

Action	Responsible Party	Due Dates
Issue RFP	Region IX Education Cooperative (REC IX)	<b>July 27, 2021</b>
Distribution List	Potential Offerors	<b>August 9, 2021</b>
Deadline to Submit Questions	Potential Offerors	<b>August 9, 2021</b>
Pre-proposal Meeting	REC IX, SWRECNM	<b>August 12, 2021</b>
Response to Written Questions	REC IX, SWRECNM	<b>August 11, 2021</b>
<b>Submission of Proposal</b>	<b>Potential Offerors</b>	<b>August 25, 2021</b>
Proposal Evaluation	Evaluation Committee	<b>August 26 - 31, 2021</b>
Selection of Finalists	Evaluation Committee	<b>August 26 - 31, 2021</b>
Oral Presentations by Finalists (At Region IX and PED's Discretion)	Offerors/Evaluation Committee	<b>August 26 - 31, 2021</b>
Finalize Contractual Agreements	Agency/Finalist Offerors	<b>September 1-15, 2021</b>
Contract Awards	Agency/ Finalist Offerors	<b>September 1, 2021</b>
Protest Deadline	REC IX	<b>15 days after award</b>

**B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the sequence of events shown in **Section II –A SEQUENCE OF EVENTS** above.

**Issuance of RFP**

This RFP is being issued by Region IX Education Cooperative on July 27, 2021. The RFP may be viewed and downloaded at [http://www.rec9nm.org/Employment\\_Opportunities](http://www.rec9nm.org/Employment_Opportunities)

### **Distribution List**

Potential Offerors should complete the on-line *Distribution Form* to have their organization placed on the procurement distribution list. The form should be submitted by an authorized representative of the organization by 4:00 pm MDT on August 9, 2021. The procurement distribution list will be used for the distribution of written responses to questions. Failure to submit the on-line *Distribution 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.

LINK TO ACCESS THE DISTRIBUTION LIST ----> [R9 RFP 22001 Distribution List Form](#).

### **Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until August 9, 2021 at 4:00 p.m. Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be e-mailed to [contracts.procurement@regionix.org](mailto:contracts.procurement@regionix.org). Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

### **Pre-Proposal Meeting**

A pre-proposal meeting will be held as indicated in the sequence of events beginning from 1:00 pm - 3:00 pm MST on August 12, 2021 via ZOOM:

Connect from your computer, tablet or smartphone using the link below:

LINK TO ACCESS THE ZOOM MEETING->

<https://zoom.us/j/98411593223?pwd=a2lwb0UxUUJwZCt4MmMydDlsZXhKOT09>

### **Response to Written Questions**

Written responses to written questions will be distributed by August 11, 2021 by 4:00 p.m. Mountain Standard Time/Daylight Time as indicated in the sequence of events to all potential Offerors whose organization name appears on the Distribution List.

### **Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER NO LATER THAN 4:00 PM MOUNTAIN STANDARD TIME /DAYLIGHT TIME ON **August 25, 2021**.

Proposals received after this deadline will not be accepted. The date and time of receipt will be electronically time stamped on each proposal.

Proposals must be submitted to the Procurement Manager via electronic submission.

LINK TO ACCESS THE PROPOSAL SUBMISSION PORTAL --->

<https://www.formpl.us/form/2003416058>

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is

awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

### **Proposal Evaluation**

Proposals will be evaluated on August 26 - 31, 2021 , as indicated in the sequence of events, depending upon the number of proposals received. During this time, REC IX may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

### **Selection of Finalists**

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors by August 26 - 31, 2021 or as soon as possible. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations/demonstrations will be determined at this time.

### **Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

### **Oral Presentation and/or Product Demonstrations by Finalists**

An oral presentation by an offeror to clarify a proposal **may** be required. Oral presentations will be presented virtually on **August 26 - 31, 2021**.

### **Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror around September 1-15, 2021 or as soon thereafter as possible. This date is subject to change . In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

### **Contract Awards**

After review by the Evaluation Committee the Agency will award by September 1, 2021 or as soon as possible thereafter. This date is subject to change at the discretion of the Agency.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to support the Scope of Work The most advantageous proposal may or may not have received the most points.

### **Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. ONLY protests delivered directly to the Protest Manager in writing within the protest period will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the actual date of Contract Awards s and will end at 5:00 pm Mountain Standard Time/Daylight

Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Name: Region IX Education Cooperative  
Bryan Dooley, Executive Director  
Address: 143 El Paso Rd., Ruidoso, NM 88345  
Telephone: (575) 257-2368  
Fax: (575) 257-2141  
Email: [bryan.dooley@regionix.org](mailto:bryan.dooley@regionix.org)  
Protests received after the deadline will not be accepted.

### **III. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the State purchasing Agent's procurement code regulations, 1.4.1 NMAC

#### ***A. ACCEPTANCE OF CONDITIONS GOVERNING THE PROCUREMENT***

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the electronic submission form. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in *Section G* of this RFP.

#### ***B. INCURRING COST***

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

#### ***C. PRIME CONTRACTOR RESPONSIBILITY***

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

#### ***D. SUBCONTRACTORS/CONSENT***

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

#### ***E. 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. Region IX Education Cooperative personnel will not merge, collate, or assemble proposal materials.

**F. OFFEROR'S RIGHTS TO WITHDRAW PROPOSAL**

- 1) 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 electronically and signed by the Offeror's duly authorized representative.
- 2) The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

**G. PROPOSAL OFFER FIRM**

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

**H. DISCLOSURE OF PROPOSAL CONTENTS**

Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Confidential data is 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, NMSA 1978 § 57-3A-1 to 57-3A-7.

*PLEASE NOTE: 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, Region IX Education Cooperative 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 continuing prohibition on the disclosure of confidential data.

**I. NO OBLIGATION**

This RFP in no manner obligates Region IX Education Cooperative to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

**J. TERMINATION OF RFP**

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

**K. SUFFICIENT APPROPRIATION**

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

**L. LEGAL REVIEW**

Region IX Education Cooperative requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

**M. GOVERNING LAW**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

**N. BASIS FOR PROPOSAL**

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

**O. CONTRACT TERMS AND CONDITIONS**

1. The contract may follow the format specified and contain the terms and conditions set forth in the Sample Contract Appendix E. However, the Agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.
2. Exceptions from the contract terms and conditions as set forth in the RFP Sample Contract are discouraged. Such exceptions may cause a proposal to be rejected as non responsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.
3. Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX E) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at

complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

4. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

5. If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), proposed alternate terms and conditions may not be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is considered an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

6. The initial contract resulting from this RFP will be for a period of one years. The contract may be extended beyond the original contract period by one-year or multi-year renewal options for a maximum of three additional years, at the Agency's sole discretion and by mutual agreement. The contract term will not exceed a total of four (4) years.

#### ***P. CONTRACT DEVIATIONS***

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between SWRECNM and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

#### ***Q. OFFEROR QUALIFICATIONS***

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

#### ***R. 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 and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

#### ***S. CHANGE IN CONTRACTOR REPRESENTATIVES***

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

***T. NOTICE OF PENALTIES***

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

***U. AGENCY RIGHTS***

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

***V. RIGHT TO PUBLISH***

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from Region IX Education Cooperative and or SWRECNM written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

***W. OWNERSHIP OF PROPOSALS***

All documents submitted in response to the RFP shall become property of the Region IX Education Cooperative.

***X. CONFIDENTIALITY***

Any confidential information provided to, or developed by, the contractor in the performance of the contract 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 Region IX Education Cooperative.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without procuring the Agency's written permission.

***Y. 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.

***Z. USE OF ELECTRONIC VERSIONS OF THIS RFP***

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern.

**AA. NEW MEXICO EMPLOYEES HEALTH COVERAGE - Appendix A**

1. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://www.bewellnm.com/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

**BB. CAMPAIGN CONTRIBUTION DISCLOSURE FORM- Appendix B**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, Appendix B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

**CC. CONFLICT OF INTEREST - Appendix C**

Offers must complete, sign and return the Conflict of Interest Form, Appendix C as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.

**DD. DEBARMENT/SUSPENSION CERTIFICATION FORM - Appendix D**

Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local)

- contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined.
      - i. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge.
      - ii. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  5. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.) Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
  6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

#### **IV. RESPONSE FORMAT AND ORGANIZATION**

Any proposal that does not adhere to the requirements of this Section may be deemed non-responsive and rejected on that basis.

##### **A. NUMBER OF RESPONSES**

Offerors shall submit only one (1) proposal.

##### **B. METHOD OF SUBMISSION**

All proposals must be submitted electronically.

LINK TO ACCESS THE PROPOSAL SUBMISSION PORTAL --->  
<https://www.formpl.us/form/2003416058>

The Offeror need only submit a single electronic copy of the proposal, outlined below.

##### **C. SUBMISSION FORMAT**

All information for the technical proposal must be combined into a single pdf file/document for uploading. File naming convention <COMPANY NAME\_RFP22001>

##### **D. TECHNICAL ISSUES**

For technical support issues contact Arissa Klumker (575) 519-2001

##### **E. PROPOSAL FORMAT**

All proposals must be submitted as follows:

- Typeface must be easily readable such as Ariel, Courier, or Times Roman and type size must be 12-point.
- The proposal may be no longer than 200 single-spaced pages; each project proposal may not be any longer than 20 pages. Supplemental information may be appended to the proposal.
- All pages shall be numbered.

##### **F. RESPONSE ORGANIZATION**

The proposal must be organized in the following format and must contain, at a minimum, all listed items in the sequence indicated. Offerors should respond in the form of a thorough narrative to each specification in correlation unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

This is a multi-project RFP. Offeror is not required to respond to all projects listed; there are 8 projects outlined in this RFP. Rather, the offeror should submit proposals to those projects in which they are most qualified to provide services for.

## 1. Project Proposal Framework:

Offeror shall provide a response to the following for EACH project they are applying for. Each project shall be clearly identified within the proposal.

- I. Offeror Introduction including background that supports the ability of the offeror to carry out the proposal based on their experience and expertise.
  - a. Years of experience on similar projects, describing the projects
  - b. List and describe specific places (states, districts, etc.) where similar services have been provided
  - c. Applicable offeror expertise related to project.
- II. Three Letters of reference from prior partnerships related to the project proposed.
- III. Provide the number of team members the offeror will assign to the project, a job description, and required qualifications for each team member that will be involved in contract execution.
  - a. Lead project manager should be identified by name and with a resume provided.
  - b. In addition, if the offeror can provide resumes of those to be assigned to the project, please do.
- IV. Project description:
  - a. Specify which project option is being targeted (roman numeral and title)
  - b. Define objectives for the professional learning aligned to information provided herein and the PED vision.
    - Objectives should include underpinnings for strong pedagogical approach as well as philosophical underpinnings within the context of the needs of New Mexico.
  - a. Who are the participants and what is the duration of the project?
    - What are the role groups to be targeted?
    - Is this a vertical or horizontal support project?
    - Will this be a cohort across LEA/Charters or will this be an individualized LEA/Charter/school project?
    - Etc.
  - b. Describe the complete scope of the work for the proposed offering.
    - Specifics regarding targeting any of the following should be included and offeror definition of the targeted area should be provided.
      - Acceleration
      - MLSS
      - High dosage tutoring supports
      - Any combination therein
      - Describe any related specialist topics that would be integrated.
    - NM context is critical: Describe any PED documents or guidance which will be used in conjunction with the project.
    - Specifics related to principles of professional development should be included. (As sampled herein under Scope of Work item 12.)
    - Provide the research base the offeror will use to support the project content?
      - Include a summary description of each resource and demonstrate how it aligns to background provided herein

- A reference list (including web links, if applicable) should be provided for any resources or research being used.
  - c. Annotated schedule of events:
    - List and describe the events to occur during the project: the number, purpose for each event outlined in the project, is it localized at the school/district/charter level or a cohort meeting of all LEAs/charters, etc.
      - Specific dates are not needed at this time. It is recommended that your schedule indicate the month in which an event would happen. (Ex./ month 3, week 2)
    - Delivery method for each event on the annotated schedule: (i.e. virtual asynchronous or synchronous, in person, on site, etc.)
      - Indicate virtual platform if applicable (ex. / Zoom, etc.)
    - Identify the number of hours participants will be involved in each event. (i.e. 8 hours, 4 hours, 3 hours, etc.)
    - Any other important information (i.e. will the offeror provide Saturday events and/or evening events to minimize teachers being out of the classroom?)
      - Describe how the project supports participants in both individual and collaborative growth, including the use of a cycle of learning (i.e. learning-planning-implementing-reflective cycle.) Include information on both of the following:
        - What will an individual learn and apply in their practice?
        - What will a collaborative group learn and apply in their practice?
  - d. Why is the project important at the classroom level for students?
  - e. How will articulation between educators be impacted and sustained into the future after the project is completed?
    - What tangible deliverables will the participants have at the end of the project?
    - What tangible deliverables will the NMPED have at the end of the project?
- V. Use of Canvas
  - a. Provide information regarding how the offeror would integrate the use of the Canvas LMS platform for delivery of content.
- VI. Breakout sessions for convenings/conferences
  - a. Provide potential conference breakout session descriptions with title (duration 45 min-90 min) which could be presented at statewide convenings to support statewide knowledge of the content being delivered in your program offering.
  - b. If you have a vision for a keynote session please provide the description and title as well.
- VII. Logistics: Offeror description of plan and capacity to attend to the following:
  - a. Scheduling of events and strategy for event registration, communicating the calendar, etc.
  - b. Quarterly Reporting
  - c. Regular and ongoing collaboration and communication with SWREC and NMPED
  - d. Communication with LEAs/Charters, schools, individual participants
  - e. Your External evaluation plan: do you have a partner in mind?

- f. Strategy for assuring that attendance numbers do not drop over the duration of the project.
  - g. Other
- VIII. Budget :
- a. A set price per item which is equal to a team, person, district, etc. per project (include maximum number of participants)
    - Ex. / A team includes X people and the total cost for the project is \$X per team.
    - Ex. / Cost per participant is \$X
    - A statewide cohort is X participants and the cost per cohort is \$X
    - Etc.
  - b. Set price per item should be all encompassing of the project from recruiting to scheduling to final completion and should incorporate the costs for all facilitation, PD, coaching, travel, materials, resources, Zoom, sub-contracting for evaluation or other services, publishing of documents, final deliverables, etc. (this is not an all-encompassing list)

Notes related to budget:

- Contracts are anticipated to be reimbursed on a FEE FOR SERVICE basis. The budget shall be based on the agreed upon rate, quantity and total amount allowable.
- Projects will be based on demand and may have staggered starts based on the needs of the district/charter throughout the duration of the contract.

## 2. Summary of Projects

Project	Suggested Educators to Include <ul style="list-style-type: none"> <li>▪ This could vary depending on what the offeror designs.)</li> <li>▪ Unless specifically noted otherwise</li> </ul>	Suggested Project Parameters
<p><b>I. Full Vertical Support, Cross State Cohort: Acceleration</b></p> <p>Could include:</p> <ul style="list-style-type: none"> <li>• Virtual with synchronous and asynchronous supports</li> <li>• Onsite coaching</li> <li>• In person convenings for opening and/or closing of the project</li> </ul>	<p><b>District and Charter Team to include:</b></p> <ol style="list-style-type: none"> <li>1. District and Charter Leadership for each represented district <ul style="list-style-type: none"> <li>• Executive Leader &amp;/or</li> <li>• C&amp;I Director</li> </ul> </li> <li>1. School Leadership <ul style="list-style-type: none"> <li>• Principal for each represented school with</li> </ul> </li> <li>2. Teacher leaders for each represented school</li> </ol>	<p>An identified committed team from a district to support growth at a school or cluster of schools in the use of aligned curriculum practices k-12 including the use of the NMIS to support acceleration practices at every grade level and aligned pacing across the district. Professional learning should facilitate a district-wide focus on ensuring all students have daily access to grade-level standards during universal core instruction (MLSS layer 1).</p>
<p><b>II. Community of Practice, Cross State: Acceleration</b></p> <p>Could include:</p> <ul style="list-style-type: none"> <li>• Virtual with synchronous and asynchronous supports</li> <li>• In person convenings for opening and/or closing of the project</li> </ul>	<p><b>Note: Please design as cross-state cohort of Teachers</b></p> <p><b>Teachers and Instructional Coaches</b> (minimum of 3 per school team) to form a study cohort within one school building</p>	<ol style="list-style-type: none"> <li>1. Statewide-virtual consistent cohorts (this is not a drop-in model)</li> <li>2. School level team is provided facilitation guidance for on campus dialogue</li> <li>3. Learn-Implement-Collaborative Reflection-Ongoing practice</li> <li>4. Cohorts meet a minimum of twice a month for a minimum of two hours per professional learning session including interactivity and practical application planning.</li> <li>5. Concluding activity includes each participant sharing the impact on their work through a touchstone project.</li> </ol>
<p><b>III. Community of Practice, Cross State: Acceleration</b></p> <p>Could include:</p> <ul style="list-style-type: none"> <li>• Virtual with synchronous and asynchronous supports</li> <li>• In person convenings for opening and/or closing of the project</li> </ul>	<p><b>Note: Please design as cross-state cohort of administrators</b></p> <p><b>District C&amp;I Leaders, Principals, Assistant Principals</b> (minimum of 3 per district/charter)</p>	<ol style="list-style-type: none"> <li>1. Statewide-virtual consistent cohorts (this is not a drop-in model)</li> <li>2. School district team participates with facilitation guidance to lead district conversations</li> <li>3. Learn-Implement-Collaborative Reflection-Ongoing practice</li> <li>4. Cohorts would meet a minimum of twice a month for a minimum of two hours per professional learning session including interactivity and practical application planning.</li> <li>5. Concluding activity includes each team sharing the impact on their work through a touchstone project.</li> </ol>

<p><b>IV. Tools for School Based Teams: Guide-on-the Side Model: Acceleration</b></p> <p>Could include:</p> <ul style="list-style-type: none"> <li>• Virtual with synchronous and asynchronous supports</li> </ul>	<p><b>School-based teams</b></p> <p><b>Principal, Instructional Coach, Teacher Leaders to represent each PLC, etc.</b></p>	<p>Offeror will provide professional learning mechanisms to support teachers and leaders in the implementation of accelerated learning such as the following:</p> <ul style="list-style-type: none"> <li>• Curate resources and tools and build a suite of Canvas courses to support accelerated learning with an integrated focus on making connections to the MLSS and the use of the NMIS</li> <li>• Courses should be self-guiding with built in opportunities for collaborative reflection and planning in PLCS and at school level professional learning sessions.</li> <li>• Virtually convene participants (regionally) on a monthly basis to engage in cross district think-tank settings and including professional learning sessions including case-based learning.</li> <li>• Develop a communication resource (newsletter, electronic, etc.) to provide ongoing information, data, and academic research related to Acceleration principles and processes.</li> <li>• Provide ongoing office hours (Ex. bi-weekly) with guest speakers who present a relevant topic and provide time for discussion and Q&amp;A.</li> <li>• Provide scheduled and individualized virtual coaching and facilitation to school sites to support the learning of a school plan including feedback and technical assistance.</li> <li>• All tools developed and disseminated will become the property of NMPED for ongoing dissemination</li> <li>• Other: as presented by the offeror.</li> </ul>
<p><b>V. School-based Development of Accelerated Learning Plan</b></p> <p>Could include:</p> <ul style="list-style-type: none"> <li>• Virtual with synchronous and asynchronous supports</li> <li>• Onsite coaching</li> </ul>	<p><b>A school based team</b> would include the principal, and teacher leaders who would serve as the Acceleration Focus team. A district curriculum expert could be included.</p>	<ul style="list-style-type: none"> <li>• Team would be provided a coach/facilitator who would support the team in developing an Acceleration Plan aligned to the NM Roadmap for Acceleration, the NMIS and MLSS.</li> <li>• Monthly consultations would occur to assure that the team has developed a plan, implemented the plan, evaluated the plan, and planned for process improvements.</li> <li>• This would take a classroom centric approach including supports</li> </ul>

		<p>for teacher professional learning to meet the identified needs of the student body as the school works to assure that the grade level standard is the floor for all students not the ceiling for some.</p> <ul style="list-style-type: none"> <li>• Ongoing professional learning in acceleration and the "all students means all students" approach would be provided to classroom teachers through on-site and virtual synchronous and asynchronous models, including recommendations for PLC collaborative processes.</li> <li>• A focus on high-dosage tutoring would be a central focus and would support the school in the implementation of 90-day planning.</li> <li>• A plan for year 2 will be developed through the learnings of year 1.</li> </ul>
<p>VI. <b>High Dose Tutoring Program Development in alignment with MLSS</b></p> <p>Could include:</p> <ul style="list-style-type: none"> <li>• Virtual with synchronous and asynchronous supports</li> <li>• Onsite coaching</li> </ul>	<p><b>A school based team</b> would include the principal, and teacher leaders who would serve as the Acceleration Focus team. A district curriculum expert could be included.</p>	<p>This option will support schools in high dosage tutoring model development, implementation supports, and process improvement feedback. The following should be integrated in the support:</p> <ul style="list-style-type: none"> <li>• Coaching Support for schools in developing an MLSS aligned tutoring program based on the following: <ul style="list-style-type: none"> <li>• Defining a quality tutoring program, producing a site plan to signal the use of tutoring aligned to MLSS</li> </ul> </li> </ul> <p>The plan should include:</p> <ul style="list-style-type: none"> <li>• processes for identifying students for high dosage tutoring within the instructional day</li> <li>• clarify what each tutoring opportunity is designed to achieve (universal interventions, targeted interventions, intensive interventions) as well as identify the evidence based practices and materials to be utilized <ul style="list-style-type: none"> <li>• base the school tutoring system on what students need</li> <li>• Alignment to Structured Literacy</li> </ul> </li> <li>• considerations for diversifying the adults and schedules in the school to provide tutoring</li> <li>• identify the data the school will use to know what students know and don't know</li> </ul>

		<ul style="list-style-type: none"> <li>• support students in skill development targeted at grade level standards</li> <li>• identify parent engagement strategies to support high dosage tutoring</li> </ul>
<p><b>VII. High Dose Tutoring Model Development which includes the adoption of identified evidence based curriculum and pedagogy</b></p> <p>Could include:</p> <ul style="list-style-type: none"> <li>• Virtual with synchronous and asynchronous supports</li> <li>• Onsite coaching</li> </ul>	<p><b>A school based team</b> would include the principal, and teacher leaders who would serve as the Acceleration Focus team. A district curriculum expert could be included.</p>	<p>This option will support schools in high dosage tutoring model development, implementation supports, and process improvement feedback. The following should be integrated in the support:</p> <ul style="list-style-type: none"> <li>• Coaching Support for schools in developing an MLSS aligned tutoring program based on the following: <ul style="list-style-type: none"> <li>• Defining a quality tutoring program, producing a site plan to signal the use of tutoring aligned to MLSS</li> </ul> </li> </ul> <p>The plan should include:</p> <ul style="list-style-type: none"> <li>• processes for identifying students for high dosage tutoring within the instructional day</li> <li>• clarify what each tutoring opportunity is designed to achieve (universal interventions, targeted interventions, intensive interventions) as well as identify the evidence based practices and materials to be utilized <ul style="list-style-type: none"> <li>• base the school tutoring system on what students need</li> <li>• Alignment to Structured Literacy</li> </ul> </li> <li>• considerations for diversifying the adults and schedules in the school to provide tutoring</li> <li>• identify the data the school will use to know what students know and don't know</li> <li>• support students in skill development targeted at grade-level standards</li> <li>• identify parent engagement strategies to support high dosage tutoring such as informational home visits</li> </ul>
<p><b>VIII. Offeror Recommended Model</b></p> <p>Could include:</p> <ul style="list-style-type: none"> <li>• Virtual with synchronous and asynchronous supports</li> <li>• Onsite coaching</li> </ul>	<p><b>This option could support in of the following or a combination therein:</b></p> <ul style="list-style-type: none"> <li>• District team</li> <li>• District/school based team</li> <li>• School team</li> <li>• Cadre of Instructional Coaches</li> <li>• Cadre of facilitators who can replicate the process for others</li> <li>• Etc.</li> </ul>	<p>Based on the content provided in the RFP, the NMPED is also calling for project recommendations from potential partners. Offeror should propose full service models (such as others called for in the RFP) for any of the following:</p> <ul style="list-style-type: none"> <li>• acceleration support and the use of the NMIS</li> <li>• MLSS support</li> <li>• high dosage tutoring support</li> </ul>

<ul style="list-style-type: none"> <li>● In person convenings for opening and/or closing of the project</li> <li>● Co-creation with NM teacher teams of tools, documents, supports for statewide distribution</li> </ul>		<ul style="list-style-type: none"> <li>● or a combination including any of the above</li> </ul>
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### 3. Additional Considerations for each Project:

- I. Expectations:
  - o All virtual synchronous professional development sessions will be recorded and loaded into the NMPED Canvas instance by the offeror. Presentation slide deck should be included. Presentation materials should be included.
  - o All contracts will include offeror providing breakout sessions &/or Keynotes at NMPED events (ex. / C&I Convenings, conferences, etc.) up to quarterly for each year of the contract.
- II. Quarterly reporting will be expected and coordinated with SWREC and NMPED to include the following:
  - A. quarterly reporting will include development and process management to attain educator participant feedback regarding participation in the project
  - B. quarterly reporting will include a budget summary by project
  - C. quarterly reporting will include educator participants by LEA/school
  - D. other metrics as determined
- III. All contracts must include an offeror soliciting an external evaluator to provide an end of year report of progress including identified metrics for success and other data which will be identified at the start of the project. The evaluation would also improvements for the following year’s implementation, should that be awarded. Program design, metrics, completion of deliverables, and impact on teachers, include suggested schools, districts, students, etc. should be included. In addition, a culminating report, which includes data for each year of award, will be due at the end of the contract period in coordination with SWREC and NMPED.
- IV. Project Expectations:
  - The project identifies which stakeholders are in Included: executive leaders, school leaders, teacher leaders or combined role group teams.
    - Varied projects will provide participants opportunities to focus on vertical and/or horizontal alignment and varied supports to impact classroom instruction.
      - Projects will range in who should be included from a vertical perspective
        - classroom-to-district member team
        - school based teams with admin and teacher leaders and representatives from across the school
        - small site based teams of like-content or like-grade level colleagues.
        - teacher cohorts
        - administrative cohorts

- coach or facilitator cohorts
  - Etc.
  - All projects will include a classroom-centric focus (creating a dialogue on how the whole system supports the classroom) in enhancing instruction by assuring equitable access to grade level standards for all students through the use of Acceleration, MLSS and High Dosage Tutoring.
  - All projects are expected to include/promote a collaborative approach to planning (classroom-centric focus).
  - Each project should include a learning-planning-implementing-reflecting cycle.
  - Projects should assure that reflection is based on applying learnings on a continuous basis throughout the participation in the project in such a way that it promotes ongoing individual and collegial reflection after the project concludes (sustainability of educator and collective practice).
- V. All contracts will include the offeror providing the communication descriptions to solicit participants. “Advertisements” will be put together in one PED Brochure for Suite of Support offerings. Offeror logos and branding will be included. This would be much like a conference brochure except it will include the PD options LEAs/Charters can select from based on offerors chosen for contracts.
- A. Offeror will provide registration links and contact information for districts/LEAs who have questions about program offerings and expectations. Offerors will provide SWREC and NMPED access to registration and participant rolls at all times.
- VI. Offeror will provide platform for virtual events (ex. / Zoom) and coordinate schedules and electronic invitations to all participants.
- VII. Offeror will maintain attendance at each event by district, school, role group and name of participants.
- A. If attendance declines, the offeror will take responsibility for contacting the district/LEA to determine how to minimize barriers to attendance and for notifying SWREC/NMPED. Efforts should be documented, planned and reported to SWREC/NMPED.
- B. If numbers wane, the offeror will promote offerings to other districts in conjunction with SWREC/NMPED.
- VIII. All materials created by the offeror and used for any part of the contract will be co-branded with the NMPED.
- IX. Coordinate and schedule events with SWREC and NMPED. Communicate scheduling to participating LEA’s/Charters.
- X. Offeror will meet with SWREC and NMPED at regularly scheduled ongoing meetings for the duration of the contract to assure strong communication, joint planning, for problem solving, consultation, and reporting. Schedule will be determined at the beginning of the contract.
- XI. Design and implement professional development/learning experience(s), for an extended duration (ex./ 1 semester or a school year), which includes various professional development opportunities (including in-person &/or distance learning opportunities such as synchronous and asynchronous events) for LEAs/school teams &/or for teachers, instructional coaches, and/or administrators (or any combination therein) which attends to the following:

Considerations for the use of high quality professional development principles within a proposal (this is not an all-inclusive list):

<p><b>Training</b>  <i>Presenters or teams of presenters share knowledge through a variety of group-based activities. Training format may include large group presentations, webinars and seminars.</i></p>	<ul style="list-style-type: none"> <li>● Builds knowledge and awareness of school/district vision.</li> <li>● Common message delivered to all participants to create a shared knowledge base and common vocabulary.</li> <li>● Efficient and cost effective.</li> </ul>	<ul style="list-style-type: none"> <li>● Participants need time to discuss and consider how new concepts or strategies will be enacted at school sites.</li> <li>● Follow-up activities are needed to support implementation of new practices in the classroom, including planning implementation, modeling instruction, providing feedback, and coaching.</li> </ul>
<p><b>Initiative -based Workshops</b>          Educators engage in learning concepts to develop a deep understanding of the LEA/School based implementation of an identified initiative (ex./ MLSS, Acceleration, High Dosage Tutoring, or subsets therein)</p>	<ul style="list-style-type: none"> <li>● Improve participant conceptual knowledge related to role group (Administrator, coach, teacher, etc.)</li> <li>● Strengthen participants understanding of the NM Instructional Scope as related to the identified initiative</li> </ul>	<ul style="list-style-type: none"> <li>● Participants experiences should include multiple entry points for educators to enhance discussions and provide an image for replication in the classroom, school &amp;/or district.</li> <li>● Participants can reflect consciously on the design of the initiative, program or framework being implemented and their experiences in application in the district or school. Reflection of impact on students should be included.</li> </ul>
<p><b>District-based &amp;/or School-based study groups</b>          Professional development is conducted through district based or school-based communities of practice and attend to impact on student learning occurs by addressing authentic problems of practice of the initiative being implemented.</p>	<ul style="list-style-type: none"> <li>● Study problems of practice related to student progress on grade level standards</li> <li>● Include analysis of student work to identify current understanding, learning gaps, and misconception.</li> <li>● Study research on strategies related to the initiative</li> <li>● Plan universal core instruction and/or targeted and intensive interventions to build student understanding and address learning gaps or misconceptions.</li> <li>● Study student learning (using student work) to reflect on effectiveness of implementation and plan next steps.</li> </ul>	<ul style="list-style-type: none"> <li>● Time to build team norms and relationships is included</li> <li>● Includes time for educators and/or administrators to consider how to implement their learning practically in the district/school/classroom, and then have opportunities to revise and refine that vision based on personal practice. This would extend to collaborative practice.</li> </ul>

<p><b>Action Research Groups</b> Educators engage in a) selecting a problem or question of common interest; b) collecting, organizing, and interpreting information related to the problem; c) studying the professional literature and research; d) determining possible actions, and e) taking actions and documenting results to share with others (ex. / developing a process guide for other districts/schools to learn from or developing a strategic plan for upcoming years of implementation, etc.)</p>	<ul style="list-style-type: none"> <li>● Collaboration around a common goal or dilemma of the initiative being implemented</li> <li>● Support educators to be reflective practitioners, more systematic problem solvers, and more thoughtful decision makers</li> </ul>	<ul style="list-style-type: none"> <li>● Requires significant initiative and commitment of participants.</li> <li>● Schedule that is structured in regular intervals (e.g., weekly or bi-weekly).</li> <li>● Time to build team norms and relationships is the foundation of sustainable school groups.</li> </ul>
<p><b>Just in time Supports</b> Lead a district/school through a planning process that includes goal setting for the initiative. Then Provide a menu of supports that are self-guiding and that districts/schools can access in their day to day work on the initiative. Districts/schools own individual professional development goals and select the activities they believe will result in the achievement of these goals. Examples: synchronous and asynchronous webinars, curated resources, newsletters with relevant research/strategies/supports, reflection sessions with Q&amp;A, facilitator guides for PD events that school/district leaders can lead, etc.</p>	<ul style="list-style-type: none"> <li>● Flexibility and opportunities for choice and individualization.</li> <li>● Designed for self-analysis, reflection, and thoughtful decision-making.</li> </ul>	<ul style="list-style-type: none"> <li>● Requires significant self-starting initiative by district, school, and teacher leaders and commitment of participant</li> <li>● Structured time for sharing of professional development should be built into the school structure.</li> </ul>

XII. Project Options: As offeror considers the professional development they have the experience, expertise, and capacity to deliver project options for application should be targeted.

Notes:

- o An offeror can apply for 1 to 8 of the projects, but must submit a separate full section project proposal for each offering.
- o Each project description below provides a frame for the offeror to build a comprehensive professional development offering, for the designated educator role group(s), which attends to both the topic listed and to strong principles for high quality professional development as listed above.
- o In relationship to Acceleration, MLSS, &/or High Dosage Tutoring, specialty focus areas could be incorporated into offeror's program offering:
  - the use of CLR practices
  - the use of high utility local formative assessments within a Balanced Assessment System
  - the use of writing across the curriculum
  - integration of High Quality Instructional Materials
  - a focus on a specific content areas (ex./ math, LA, or science)

#### 4. SUPPLEMENTAL INFORMATION

- a. New Mexico Employees Health Coverage Form - Appendix A (Pass/Fail)
- b. Signed Campaign Contribution Form - Appendix B (Pass/Fail)
- c. Conflict of Interest Form - Appendix C (Pass/Fail)
- d. Debarment/Suspension Certification Form - Appendix D (Pass/Fail)
- e. Response to Contract Terms and Conditions (Pass/Fail)
- f. Offeror's Additional Terms and Conditions (Optional)
- g. Other supporting documentation to support the Technical Proposal.
- h. New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended). Certification can be obtained by visiting:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

##### **1. New Mexico Resident Business Preference**

If the Offeror has provided their valid Resident Business Preference Certificate the Resident Business Preference Points will be awarded equivalent to 5% (five percent) of the total possible points.

##### **2. New Mexico Resident Veterans Business Preference**

If the Offeror has provided their valid Resident Veteran Business Preference Certificate and has a preceding annual gross income that does not exceed \$3,000,000

(three million dollars), Resident Veteran Business Preference Points will be awarded equivalent to 10% (ten percent) of the total possible points.

This procurement could result in contractual agreements between two parties; the procurement may be used by other parties (agency).

**G. EVALUATION**

**A. Evaluation Point Summary and Factors**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response.
3. The Evaluation Committee may use other sources to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
5. Offerors will be considered and scored ONLY for the Projects which they have included in their proposal. Proposals will be scored by Project, and Awards will be made by Project.

<b><u>Evaluation Factors</u></b>	<b><u>Available Points</u></b>
The proposal is organized as described in <b>Section IV. Response Format and Organization</b> and contains all listed items in the sequence indicated.	Pass/Fail
New Mexico Employees Health Coverage Form - Appendix A	Pass/Fail
Signed Campaign Contribution Form - Appendix B	Pass/Fail
Conflict of Interest Form - Appendix C	Pass/Fail
Debarment/Suspension Certification Form - Appendix D	Pass/Fail
Response to Contract Terms and Conditions	Pass/Fail
Offeror's Additional Terms and Conditions	<b>Optional</b>
New Mexico Resident Business Preference	<b>Optional</b>
New Mexico Resident Veterans Business Preference	<b>Optional</b>

<p><b>Project Proposal Framework - PER PROJECT</b></p> <ul style="list-style-type: none"> <li>I. Offeror Introduction including background that supports the ability of the offeror to carry out the proposal based on their experience and expertise. (100 points)</li> <li>II. Three Letters of reference from prior partnerships related to the project proposed.(100 points)</li> <li>III. Provide the number of team members the offeror will assign to the project, a job description, and required qualifications for each team member that will be involved in contract execution. (100 points)</li> <li>IV. Project description (100 points)</li> <li>V. Use of Canvas (100 points)</li> <li>VI. Breakout sessions for convenings/conferences (100 points)</li> <li>VII. Logistics (100 points)</li> <li>VIII. Budget (100 points)</li> </ul>	<p>800</p>
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**V. ADMINISTRATIVE REQUIREMENTS**

Prior to contract execution, offeror must provide the following documents within 15 days of contract award

- Proof of insurance must be provided within thirty (30) calendar days of contract award and shall name Region IX as additionally insured.
  - Tax Identification: The Offeror must possess a tax identification number
- Contractor must be a registered business in the State of New Mexico with a CRS number
- Offeror must provide background checks, as directed by Region IX for all persons within the organization that will be providing on-site services within New Mexico schools.
- Federal W-9
- Scope of work

**APPENDIX A**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM  
R9 RFP 22001**

1. If Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror certifies, by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for those employees and off that health insurance to those employees no later than May 10, 2010, if the expected annual value in the aggregate of any and all contracts between Offeror and the Agency exceed \$250,000.00.
  
2. Offeror agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons.
  
3. Offeror agrees to advise all employees of the availability of State publically financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://www.bewellnm.com/>.

Signature of Offeror: \_\_\_\_\_

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

## **APPENDIX B**

### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

#### **R9 RFP 22001**

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

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

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

The following definitions apply:

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
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.

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Signature

Date

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Title (Position)

**APPENDIX C**

**CONFLICT OF INTEREST FORM**

**R9 RFP 22001**

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to The Agency in response to the above referenced request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or Coordinating Council member of the Agency or New Mexico Public Education Department (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Agency employee, council member or close relative, with the exception of the person(s) identified below.

Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the Legislator:

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List below the names(s) of any New Mexico Public Education Department or Agency employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor’s stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

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**CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST 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 of Offeror: \_\_\_\_\_

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

**APPENDIX D**

**SUSPENSION STATUS FORM**

**R9 RFP 22001**

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The Vendor agrees to provide immediate notice to the Agency 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 or 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 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 of Offeror: \_\_\_\_\_

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

**APPENDIX E -  
SAMPLE CONTRACT**

**Professional Services Contract # 2022-00**

This Contractual Contract (**hereafter Contract**) is made by and between the Southwest Regional Education Cooperative (**hereafter SWREC**) and \_\_\_\_\_ (**hereafter Contractor**). The SWREC and Contractor may be referred to jointly in this Contract as "**Parties**." The Parties agree as follows:

**1. Scope of the Work.**

Contractor shall provide professional services to SWREC and their customer \_\_\_\_\_ (**hereafter Customer**), and contractor shall provide the following:

**2. Price.** Contractor is liable for any and all state and federal taxes resulting from this Contract.

**3. Expenses.** Contractor expenses are included in the price, item #2.

**4. Payment.** Payment for services rendered in connection with such services will be rendered to the Contractor upon receipt by the SWREC of a detailed signed statement of account or invoice, including the description of the type of activity and amount, and any other required documentation the Customer may need.

**5. Terms.** The work to be completed under this Contract shall begin \_\_\_\_\_ and must be completed on or before \_\_\_\_\_, unless terminated in accordance to the Paragraph 6 of this Contract.

**6. Termination.** This Contract may be terminated for any reason by either Party upon written notice to the other party at least 30 days prior to the effective date of termination. By such termination, neither party may nullify nor effect obligations previously incurred for performance or failure to perform prior to the date of termination.

**7. Assignment.** Contractor shall not assign any portion of the services to be provided in this contract without prior written approval of the Director.

**8. Appropriations.** The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the appropriate state and federal authorities for the performance of this Contract. If sufficient appropriations are not made, this Contract shall terminate upon written notice by

Council to Contractor. The Council's notification related to sufficient appropriations shall be accepted by Contractor and shall be final.

**9. Confidentiality.** The Contractor shall maintain the confidentiality of any "education record" as defined by and in accordance with the regulations under the Family Educational Rights and Privacy Act (FERPA). The Contractor shall comply with the provisions as set out in Addendum A, attached, which is hereby incorporated by reference as it were fully stated in this Contract. Further, the Contractor shall require its employees and representatives to comply with and sign the Access Agreement as applicable, as set out in Addendum B, attached.

**10. Product of Services.** The Contractor acknowledges the right of the U. S. Department of Education to have a royalty-free, non-exclusive, irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for federal government purposes. The Contractor acknowledges the right of the state Department of Education, school councils as defined by New Mexico statutes, and institutions enumerated in the New Mexico statutes, to have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for the respective purposes. The Contractor shall have the right to copyright materials developed in the course of carrying out duties pursuant to this Contract.

**11. Amendment.** This Contract shall not be altered, changed, or amended except by written agreement executed by the Parties.

**12. Compliance with Law and Regulation.** This contract is governed by the laws and regulations of the state of New Mexico. The Contractor shall abide by all federal and state laws, rules, regulations, executive orders, including but not limited to those requirements related to the laws and regulations that prohibit unlawful discrimination under federal and state law. Contractor shall provide workers compensation benefits to its employees.

**13. Records and Audits.** The Contractor shall maintain detailed time records that indicate date, time, and nature of services rendered for seven years. Such records are subject to inspection or audit by the Council, the Public Education Department, U.S. Department of Education, Department of Finance and Administration, and State Auditor. The Council shall pay to Contractor reasonable costs associated with such audit.

**14. Entire Agreement.** This Contract is the final and complete expression of the Parties. No promises, representations or oral statements by either party shall be effective except as stated in this Contract. Modifications may be made only in writing if signed by both Parties.

**15. Working Relationship.** Contractor acknowledges that the Contractor is an independent contractor and not employee for any purpose of the SWREC.

**16. Lobbying Certification.** The CONTRACTOR, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 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 a Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, 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 facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**The Parties agree to the terms as stated in the Contract and execute this Contract as of the date stated below:**

\_\_\_\_\_

Printed Name of Contractor

By: \_\_\_\_\_

Signature of Contractor

\_\_\_\_\_

Date

**Approved:**

Southwest Regional Education Cooperative

By: \_\_\_\_\_

Valerie Brea Executive Director

\_\_\_\_\_

Date

**APPENDIX - A**