



Gallup-McKinley County Schools
Procurement Office
P.O. Box 1318
Gallup, New Mexico 87305-1318

REQUEST FOR PROPOSAL

**COACHING, FEEDBACK, AND SUPPORT
FOR SCHOOL LEADERSHIP PERSONNEL**

MULTI-YEAR AGREEMENT

No. RFP-351-18BP

COMMODITY CODE(S): 91838

Attached General Conditions, Supplemental Conditions, Specifications, and Bid Proposal Form

GMCS Website: www.gmcs.k12.nm.us

Mailing Address:	Physical Address:	Contact:
P.O. Box 1318 Gallup, NM 87305	640 S. Boardman Dr. Gallup, NM 87301	Becki Payton Procurement & Business Services Buyer (505) 721-1085 (505) 721-2242 Fax bpayton@gmcs.k12.nm.us

Acceptance Date: June 19, 2018
Acceptance Time: 2:00 PM (Local)
Issue Date: May 22, 2018

Notes:

F.O.B. Point: DESTINATION
Terms: Net 30 unless otherwise stated
Quantities may be increased or decreased
within reasonable amounts.

**GALLUP-McKINLEY COUNTY SCHOOLS
P.O. Box 1318
GALLUP, NEW MEXICO 87305-1318
(505) 721-1000**

LEGAL NOTICE

REQUEST FOR PROPOSAL

Public Notice is hereby provided that the Gallup-McKinley County Schools is accepting competitive sealed proposals for:

**COACHING, FEEDBACK, AND SUPPORT
FOR SCHOOL LEADERSHIP PERSONNEL
Multi-Year Agreement
RFP-351-18BP**

As more particularly set out in the RFP documents, copies of which may be obtained from the Gallup-McKinley County Schools, Procurement Office, 640 South Boardman, Gallup, New Mexico 87301, or may downloaded from the Gallup-McKinley County Schools Website at www.gmcs.k12.nm.us

Sealed proposals for such will be received at the Procurement Office until **2:00 P.M. (LOCAL TIME)** on, **June 19, 2018, when** they will be opened and those firms submitting a proposal's name will be read aloud. Envelopes and/or Packages are to be sealed and plainly Marked RFP Number **RFP-351-18BP**. NO FAXED PROPOSALS or proposals submitted after the specified date and time will be considered and will be returned unopened.

The Gallup-McKinley County School Board of Education reserves the right to reject any or all proposals, waive any formalities or minor inconsistencies, and/or cancel this solicitation in its entirety.

Dated the 22nd day of May 2018

By: /S/ Charles Long, President Board of Education
Gallup-McKinley County School District No. 1

RFP ISSUE DATE: May 22, 2018
PUBLICATION DATE: May 24, 2018

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ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgment of receipt of this Request for Proposal (RFP) the undersigned agrees that they have received a complete copy of this proposal consisting of thirty-one (31) pages.

This Acknowledgment of Receipt Form should be signed and returned to the Procurement Office no later than 5:00 PM local time on, May 31, 2018. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the District's written response to those questions, as well as RFP Amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NO.: _____ FAX NO.: _____

EMAIL: _____

The above name and address will be used for all correspondence related to this Request for Proposal.

The above Firm **DOES** **DOES NOT** intend to respond to this Request for Proposal.
(Circle One)

Return this form to: Gallup-McKinley County Schools
Procurement Office
P.O. Box 1318
Gallup, New Mexico 87305-1318
(505) 721-1085
(505) 721-1199 Fax

Please return this form by the close of business May 31, 2018.

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GENERAL CONDITIONS

INSTRUCTIONS TO OFFERORS: The purchase of any and all supplies, equipment, or services by the Gallup-McKinley County Schools (GMCS), pursuant to any advertisement or request for proposals is subject to the following terms and conditions:

1. **Sealed Proposals:** All proposals must be submitted in a sealed envelope and shall not be opened and considered if they are not received by the Procurement Office prior to the time specified for the receiving of proposals in the Advertisement for Proposals. All sealed proposals must be submitted on the proposal document originals or forms, or reasonable facsimile furnished by the school district. All proposals must be signed by a responsible and authorized person for the bidding firm; failure to do so may result in disqualification of their respective bid. **NOTE: FAX TRANSMITTAL PROPOSALS WILL NOT BE ACCEPTED.** Proposals submitted after the receipt date and time will not be considered and will be returned unopened.
2. **Modifications or Withdrawal:** Proposals deposited with the district may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the Procurement Office.
3. **Proposal Opening:** The opening of proposals shall be conducted in private to maintain the confidentiality of the contents of all proposals.
4. **Note:** These documents constitute a "Request for Proposal" or RFP. It is a request for an offer. As such, it allows alternate offers or proposals to be considered and the terms and conditions may be subject to negotiations to reach best and final offers. All information requested for submittal should be included with the offer, and exceptions or alternates clearly noted.
5. **Amendments:** If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal Amendment only. If the solicitation includes a contact person for technical information, bidders are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Amendment to this solicitation issued by the Procurement Office. For a determination as to whether any representation made requires that an amendment be issued, contact the Procurement Office.

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6. **Competency of Offeror:** Proposals will be considered only from firms which are regularly engaged in providing the type of materials or service described in the RFP, and who can provide evidence that they have established a satisfactory record of performance to insure they can execute the requirements as stated herein. Any determination as to competency shall be made by appropriate GMCS staff.
7. **Confidentiality:** Offerors may request, in writing, nondisclosure of confidential data. Such data should accompany the proposal and be readily separable from the proposal in order to facilitate eventual public inspection.
8. **Evaluation of Proposals:** Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and based on the criteria set forth in the Request For Proposals (RFP). For purposes of conducting discussions, proposals may initially be classified as:
 - a. Acceptable
 - b. Potentially Acceptable, that is reasonably likely of being made acceptable or;
 - c. Unacceptable
9. **Discussions with Individual Offerors:** The Board is under no obligation to conduct discussions with any or all Offerors. The Board specifically reserves the right to award the contract with no discussions with Offerors and based only on the written proposals received by the due date and time. Discussions may be conducted with any or all responsible Offerors who submit proposals found to be reasonably likely to be selected for award. Offerors submitting proposals may be afforded an opportunity for discussion and revision after submission and prior to award for the purpose of obtaining best and final offers. After obtaining best and final offers, the award shall be made to the responsible Offeror(s) whose proposals are most advantageous to Gallup-McKinley County Schools.
10. **Purpose of Discussions:** Discussions may be held to:
 - a. Promote understanding of Board's requirement and the Offeror's proposal.
 - b. Obtaining best and final offers
 - c. Facilitate arrival at a contract that will be most advantageous to the Board taking into consideration the evaluation factors set forth in the Request for Proposals.
11. **Conduct of Discussions:** If the Board exercises its option to conduct discussions, the procurement officer will establish procedures and schedules for conducting these discussions. If during discussions there is a need to any substantial clarification of or change in the Request for Proposals, the request shall be amended to incorporate such clarification or change. Any substantial oral clarification of a proposal shall be reduced to writing by the Offeror.

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12. **Negotiations:** The Board's designee shall negotiate, if needed, a contract with the Highest Qualified Offeror at compensation determined in writing to be fair and reasonable, taking into account the estimated value of the services and the scope, complexity and nature of the services. Should the designee be unable to negotiate a satisfactory contract with the Offerors considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be terminated. Negotiations shall be undertaken with the second most qualified business. This process shall continue until a satisfactory contract is negotiated with a qualified business or the procurement process is terminated and a new Request for Proposals is initiated.
13. **Taxes:** The proposal total shall exclude all applicable taxes. GMCS will pay any taxes due on the contract based upon billing submitted by the Contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment.
14. **Mandatory Requirements:** Mandatory requirements may be waived by the Board if all of the otherwise responsive Offeror's failed to comply with the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. The Board shall have the right to request subsequent information from the otherwise responsive Offerors.
15. **Contract Terms and Conditions:** The contract resulting from this RFP will follow the format specified by GMCS and contain the terms and conditions set forth herein. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into the contract. Should an Offeror object to any of the Board's terms and conditions, that Offer must propose specific alternative language that would be acceptable to the Board. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Board and will result in disqualification of the Offeror's proposal.
16. **Incurring Cost:** Any cost incurred by the Offeror in preparation, transmittal, cancellation, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
17. **Right to Protest:** Any bidder, offeror or contractor who is aggrieved in connection with a procurement may protest to the Assistant Superintendent of Business Services. The protest shall be submitted in writing within 15 calendar days after the facts of the occurrences giving rise thereto §13-1-172.
18. **Cancellation for Convenience:** GMCS reserves the right to cancel any contract resulting from this request for convenience by giving thirty (30) days written notice to the vendor. The District shall be liable to the vendor for any services provided or material ordered and accepted prior to termination.

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19. **Cancellation for Cause:** If the vendor fails to fulfill any obligation resulting from this contract in a timely and responsive manner, or if the vendor violates any of the terms of this contract, GMCS shall have the right to cancel the contract by giving written notice of cancellation to the vendor. Cancellation of contracts in excess of \$3,000.00 on an annual basis, may be cause for debarment of a person or vendor to receive invitation for bids or to be awarded a contract for a period of one year.
20. **Harassment Policy:** All firms, their employees and agents, agree to comply with the Gallup-McKinley County Schools "policy for Prohibition of Harassment, Discrimination, or Violence based on Race, Religion, Sex, Disability, or Age."
21. **Information:** If clarification is needed on any part of the General Conditions and Scope of Work, contact Becki Payton, Procurement & Business Services Buyer, P.O. Box 1318, Gallup, NM 87305, phone number (505) 721-1085; fax number (505) 721-2242; email bpayton@gmcs.k12.nm.us.
22. **Appropriations:** The terms of this Agreement are contingent upon sufficient monies being made available by GMCS for the performance of this Agreement. If sufficient appropriations and authorizations are not made by GMCS, this Agreement shall terminate upon written notice being given by GMCS to the Contractor. The school district's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
23. **Procurement Code:** The State of New Mexico Procurement Code and Procurement Regulations shall apply.
24. **Cooperative Procurement Agreement:** This procurement is under a Cooperative Procurement Agreement which includes, Gallup-McKinley County Schools, the City of Gallup and McKinley County which may purchase the same item(s)/service(s) listed in this bid as provided by §13-1-135. Further, other school districts, state agencies or others allowed by law may utilize this bid as provided by §13-1-129. GMCS is not responsible for any misuse or misrepresentation of these contracts by contractor or other procurement agencies.
25. **Award:** The award, if made, shall be made to the responsible and responsive Offeror or Offerors whose proposal is most advantageous to GMCS, taking into consideration the evaluation factors set forth in the Request For Proposals.
26. **Notice to Offerors:** Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Unless specifically requested in the solicitation, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

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27. **PROCUREMENT CODE VIOLATIONS:** The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

28. THE GALLUP-McKINLEY COUNTY SCHOOL BOARD OF EDUCATION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS IN WHOLE OR IN PART, TO WAIVE TECHNICALITIES AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTEREST OF THE SCHOOL DISTRICT.

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Form **W-9**
 (Rev. November 2017)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.
6 City, state, and ZIP code
7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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**ACCEPTANCE OF CONDITIONS GOVERNING PROCUREMENT
RFP-351-18BP**

29. The undersigned certifies that they have read and understands the above general conditions and bid/proposal documents, and that they accept these conditions and submit the attached proposal in full compliance with these conditions, specifications, the applicable scope of work, and the contract. I agree that my bid/proposal will remain firm for the period of up to 60 days in order to allow the District adequate time to evaluate the qualifications submitted. Further the undersigned certifies that they are duly authorized to sign, bind, and bid on behalf of the bidding firm.

In submitting this Bid/Proposal, the undersigned represents that they have familiarized themselves with the nature and extent of the Invitation For Bid dealing with Federal, State and Local requirements which are a part of this solicitation. Further this bid/proposal is made without prior understanding, agreement, connection discussion or collusion with any other person, firm or corporation submitting a proposal for the same product or service. The Offeror will comply with all applicable Federal and State Laws, Local Ordinances and the Rules and Regulations of all Authorities having jurisdiction over this solicitation.

The Offeror further warrants that they are not currently debarred or suspended by any governmental entity, that is presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required un the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, §10-16-1 through §10-16-18, NMSA 1978 as amended, regarding Contracting with a public offer or District employee or former District employee have been followed.

Name of Firm	Authorized Signature
Electronic Mail	Name Printed or Typed
	Title
Address	Date
Phone	
Fax	

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30. **Resident Preference:** Pursuant to §13-1-21 and §13-1-22, Bidders/Offerors **SHALL** submit a valid copy of their Resident Preference Certificate with their bid or proposal in order for preference to be applied for the solicitation.
- a. The Resident Preference is to be defined as Resident Business, Resident Contractor or Resident Veteran.
 - b. Effective January 1, 2012 Resident Preference Certificates are issued by the New Mexico Taxation and Revenue Department. Resident Preference Certificates issued by the State Purchasing Division (Agent) are **NOT VALID** pursuant to the statute.
 - c. The “Resident Veterans Preference Affidavit” enclosed with this solicitation is to be completed and returned **ONLY** if the Bidder/Offeror currently hold a Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department.
 - d. Preferences are NOT cumulative. Bidders will only be entitled to ONE preference.
 - e. Please contact the New Mexico Taxation and Revenue Department or visit their website at www.tax.newmexico.gov for information and applications for Resident Preferences.

NOTE: A VALID RESIDENT PREFERENCE CERTIFICATE SHALL BE INCLUDED WITH BID RESPONSE OR PROPOSAL IN ORDER FOR THE BIDDER/OFFEROR TO BE ENTITLED A PREFERENCE. FAILURE TO DO SO SHALL RESULT IN NO PREFERENCE APPLIED TO THE BID/PROPOSAL.

31. **Joint Bid or Proposals:** Pursuant to §13-1-21 (F), NMSA 1978; when a joint bid or proposal is submitted by both a resident and nonresident business, the resident business preference provided pursuant to Subsection B or C of this section shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a nonresident business as specified in the joint bid or proposal.

Offeror to complete the following if submitting a joint bid/proposal:

Firm Name, Location of <u>RESIDENT</u> BUSINESS	Work to be performed	Percentage of work performed compared to Total Contract Amount
Firm Name, Location of <u>NON-RESIDENT</u> BUSINESS	Work to be performed	Percentage of work performed compared to Total Contract Amount

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**Resident Veteran's Preference Certification (AFFIDAVIT)
RFP-351-18BP**

**ONLY COMPLETE IF CURRENTLY POSSESS A RESIDENT VETERAN'S PREFERENCE
CERTIFICATE**

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check the box only if Vendor/Contractor claims/qualifies as Resident Veteran Business

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is \$3M or less in the preceding tax year allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

A resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

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

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

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

(Signature of Business Representative)*

Date

*Must be an authorized signatory for the Business

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

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**SPECIAL CONDITIONS
COACHING, FEEDBACK, AND SUPPORT
FOR SCHOOL LEADERSHIP PERSONNEL
Multi-Year Agreement
RFP-351-18BP**

- A. **Purpose and Scope:** Gallup-McKinley County School District (GMCS or the District) is soliciting proposals for an agreement with a Contractor to provide school leadership personnel with job-embedded professional development centered around coaching, feedback, and leadership support.
- B. **Term of Contract:** The term of this contract shall be from July 1, 2018, through June 30, 2019. GMCS reserves the option to renew this agreement for three (3) each additional, one (1) year periods.
- C. **Appropriations:** The terms of this Agreement are contingent upon sufficient monies being made available by the Gallup-McKinley County Schools for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Gallup-McKinley County Schools, this Agreement shall terminate upon written notice being given by the District to the Contractor. The District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- D. **Work To Be Done:** Provide school leadership personnel with job-embedded coaching, feedback, and leadership support.
- E. **Purchase Orders:** **ALL SERVICES, PARTS, AND MATERIALS PROVIDED MUST HAVE A VALID PURCHASE ORDER (SIGNED)**. The Vendor shall be responsible that no orders are accepted without an **authorized GMCS Purchase Order number from the GMCS Maintenance & Operations Department**, and all invoices have been signed. **Back order items must be invoiced separately.** When back orders have been picked up or delivered, vendor will reference the original Purchase Order from which supplies were ordered and further stating that "order is complete". In accordance with §13-1-158, the invoice will be paid when items are received and inspected at the school site. **All Purchase Orders are for a one time purchase and may NOT be reused. Add-ons shall not be accepted by the Vendor after placement of the original order.** Failure to comply with this paragraph will be cause for the District not to honor the invoice.

SCOPE OF WORK

**COACHING, FEEDBACK, AND SUPPORT
FOR SCHOOL LEADERSHIP PERSONNEL
Multi-Year Agreement
RFP-351-18BP**

I. INTRODUCTION

- A. Gallup-McKinley County School District (GMCS or the District) is soliciting proposals for an agreement with a Contractor to provide school leadership personnel with job-embedded coaching, feedback, and leadership support.
- B. Contacts
 - 1. All questions concerning this Request for Proposals (RFP) should be submitted to the Procurement Manager listed below.

Becki Payton,
Procurement & Business Services Buyer
P.O. Box 1318,
Gallup, New Mexico 87305-1318
(505) 721-1085
bpayton@gmcs.k12.nm.us

II. SCOPE OF WORK

- A. Gallup-McKinley County School District (GMCS or the District) is soliciting proposals for an agreement with a Contractor to provide school leadership personnel with job-embedded professional development centered around coaching, feedback, and leadership support.
- B. The District is comprised of 34 schools with approximately 11,700 students. We have 33 principals, approximately 35 instructional coaches, approximately 7 assistant principals, and approximately 7 school leader interns.
- C. The Contractor to provide a Program that will:
 - 1. Work with District leadership to review existing needs using the District's next step plan and the District instructional expectations to identify priority areas to build capacity in high leverage areas.
 - 2. Work with the District to drive sustainable coaching and feedback systems to improve principal and instructional coaches' instructional practices, which will lead to increased teacher rigor and student achievement.
 - 3. Provide a scope and sequence for multiple on site professional development sessions throughout the year for principals and instructional coaches aligned to the District's instructional expectations centered on coaching and feedback.
 - 4. Provide a scope and sequence for multiple on site professional development throughout the year for assistant principals and school leader interns. The focus will be on leadership competencies (Focuses on Sustainable Results, Engages the Team, Impact and Influence, Holding People Accountable for School Performance, Commitment to Student Learning, Conceptual Thinking and Analytical Thinking) aligned to the District instructional expectations.
 - 5. Debriefing meetings with District leadership after the on-site visit to discuss next steps.

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III. SCHEDULE OF EVENTS

A. Schedule*

	Action	Responsibility	Date/Time (MDT)
1.	Issue RFP	District	May 22, 2018
2.	Acknowledgement of Receipt Form Deadline	Potential Offerors	May 31, 2018 at 5:00 PM
3.	Deadline to Submit Written Questions	Potential Offerors	June 6, 2018 at 5:00 PM
4.	Response(s) to written questions	Procurement Manager	June 8, 2018, 2017
5.	Deadline to Submit Proposals	Offerors	June 19, 2018 at 2:00PM
6.	Proposal Evaluation	Evaluation Committee	June 26, 2018
7.	Interviews (if held)	Evaluation Committee	N/A
8.	Recommendation for Award to Governing Body	Procurement Manager	July 16, 2018
9.	Notice of Award	District	July 17, 2018
11.	Protest Deadline	Offerors	August 1, 2018

*Schedule Subject to Change

IV. RESPONSE FORMAT AND ORGANIZATION

- A. Number of Responses – Only one (1) proposal may be submitted by each individual entity in response to this solicitation. **FAX and email proposals will not be accepted.**
- B. Number of Copies – Offerors shall provide one (1) original and **Five (5)** identical copies of their proposal. All copies shall be submitted prior to the deadline for receipt of proposals.

Note: After award of a contract, all Offerors of record may make arrangements with the District to have their proposal copies returned or picked up. The District shall not be responsible for any shipping or mailing costs to return copies of the proposals. Offerors are cautioned that copies of proposals not arranged to be returned or picked up after thirty (30) days of notification of award, may be disposed of at the District’s option/discretion.

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- C. Proposal Format – All proposals must be typewritten or printed and limited to twenty (20) sheet faces of text and/or graphic material on standard 8 ½" x 11" paper (larger paper, 11" x 17", is permissible for charts, spreadsheets, etc.) and placed in a binder with labels identifying each section. **If there is any question as to format requirements they shall be directed to the Procurement Manager for clarification, prior to submittal of documents.**
1. Proposal Organization – The proposal must be organized and index in the following format and must contain, at minimum, all listed items in the sequence indicated:
 - a. Letter of Transmittal
 - b. Table of Contents
 - c. Acceptance of Conditions Governing the Procurement (page 9)
 - d. Proposal Summary – Introduction (optional)
 - e. Experience – Business Specifications
Corporate Background – Key Personnel
 - f. Specifications
Detailed Scope of Work
 - g. Scheduling
 - h. Prior Project Performance and References
 - i. Other Supporting Materials
 - j. W-9. Provided in this Proposal
 - k. Campaign Contribution Disclosure Form (Appendix C)
 - l. Cost Proposal (Appendix A) to be submitted in a SEPARATE SEALED ENVELOPE placed with original ONLY.
 2. Non-Conforming Proposal – Any proposal deemed **non-conforming** by the Procurement Manager and/or Evaluation Committee Chairperson in regard to format will be considered non-responsive. Offerors shall contact the Procurement Manager to clarify questions concerning format prior to submission.
 3. Transmittal Letter – Each proposal must be accompanied by a transmittal letter which must include the following information:

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- a. Identify the submitting organization;
- b. Identify name, title, telephone and fax numbers, and e-mail address of the person(s) authorized by the company to contractually obligate the organization for the purpose of this solicitation;
- c. Identify the name, title(s) telephone and fax number(s), and e-mail address(es) of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification questions regarding this RFP;
- e. Be signed by a person authorized to contractually obligate the organization;
- f. Acknowledge receipt of any and all Amendments to this solicitation.

V. EVALUATION

- A. Process: The purpose of the evaluation of proposals is to assess the relative merits of the proposals submitted and to make an award to the responsible Offeror(s) whose proposal(s) is/are determined to be the most advantageous to the District, taking into consideration the evaluation factors as set forth below
1. Short List – A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. The Evaluation Committee will evaluate the proposals and if it is determined that Offerors will be interviewed, the District will notify the Shortlist Finalists as to the date, time, and place that interviews will be conducted. Offerors that do not make the Shortlist will also be notified.

If the Evaluation Committee determines that interviews will be held, the Shortlist rankings will be weighted 40% and rankings from the interviews will be weighted 60% in determining the final selections. The Offeror(s) with the highest scores will be awarded a Professional Services contract.
 2. Finalists/Interviews, if applicable – A maximum total of 100 points are possible in scoring finalists in the interview process.
 3. Shortlist rankings are weighted 40% and rankings from the interviews are weighted 60% in determining the final selections. The firm with the highest combined ranking (lowest numerical score) from shortlist and interview shall be awarded the selection for the geographical area(s) defined in their proposal(s).

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4. Final Rankings – All **committee rankings** (not individual scores) are public record and will be available for public inspection at the District offices after final award of contract(s). Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:

		<u>Scoring</u>	<u>Numerical Ranking</u>
Firm A	Tie	$(1st + 2nd/2)$	= 1.5
Firm B	Tie	$(1st + 2nd/2)$	= 1.5
Firm C	3rd		= 3

A tie for first, at the end of the final rankings after the completion of evaluation of proposals shall be broken by a separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the chairman of the Evaluation Committee.

5. Point Calculations - All calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee, with all members in attendance. The Committee's points for each Offeror shall be totaled and averaged, and the average translated into a rank score. The highest rank(ed) Offerors shall be considered for interviews. The Districts reserve the right to award a contract or contracts without holding interviews.

B. Evaluation Criteria

1. Experience:

- a. Corporate – Provide information that documents your firm's, team's, and/or joint ventures overall qualifications, experience, background, capacity, and number of years of experience regarding the type of services required.

5 Points

- b. Key Personnel—Provide information that documents key personnel's qualifications, background, experience, and availability to perform all aspects of the work.

15 Points

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2. Approach/Methodology – Provide an in-depth response to the requested Scope of Work with detailed description of services to be offered and an indication of capabilities to provide these services

30 Points

3. Project Performance – Describe projects performed within the past five (5) years as well as any current projects or contracts with other school districts with respect to such factors as control of costs, quality of work, and ability to meet schedules. Provide the name of the firm/agency, address, telephone number and a contact person for projects listed.

15 Points

4. Other Value-Added Services – Offerors are encouraged to thoroughly describe any other value-added services they feel may contribute to the success of the program.

These should be identified and listed separate from the response to the Technical Approach.

5 Points

5. Cost Proposal – Provide a breakdown of costs to perform the work. This must be submitted in a sealed envelope that is identified with your firm’s name and “COST PROPOSAL”. Costs proposed should be in direct relationship to the services offered in relation to the Technical Approach and Other Value Added Services listed separately. The following formula will be used to evaluate the Cost Criteria

30 Points

$$\text{Offeror's Points} = \frac{\text{Lowest Responsive Offer Cost}}{\text{This Offeror's Cost}} \times \text{Maximum Points}$$

The Lowest Responsive Offeror’s Cost will be divided by other Offeror’s cost, and then multiplied by the number of available points in the evaluation process to arrive at the final ranking of Offerors.

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6. Interview/Oral Presentation – If the Evaluation Committee determines that there are sufficient responsive, responsible Offerors submitted for a geographical area, notice will be given to those Offerors to attend a pre-interview meeting (if held) and participate in the Interview Process. Total points, based on a total of ten questions for the interview, will be a possible 100 Points. Questions will be distributed prior to the Oral Presentation or at the pre-interview meeting. Dates, times, and location for events will be in the notification of short-listed finalists.

100 Points

GRAND TOTAL 200 POINTS

- C. Cost Proposal – “Appendix A” MUST be sealed in a separate envelope marked “COST PROPOSAL” and must be submitted with the proposal. **All sealed cost proposals must be submitted on the proposal document original furnished by the school district. Failure to complete the cost proposal form may deem the Offeror’s proposal nonresponsive.**
 1. Provide a Cost Proposal for services requested.
 2. “Appendix A” is for evaluation purposes only and may or may not be the basis of a best and final offer.
 3. Alternative Cost Proposals will be accepted, but must be in a separate individual sealed envelope marked “Alternative Cost Proposal”.

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Appendix "A"

COST PROPOSAL FORM

**COACHING, FEEDBACK, AND SUPPORT
FOR SCHOOL LEADERSHIP PERSONNEL
Multi-Year Agreement
RFP-351-18BP**

Description	Cost (Per Site)
Professional Development – 1. Principals and Instructional Coaches a. Initial Needs Assessment b. Feedback/Training (multiple sessions throughout the year) 2. Assistant Principals and School Leader Interns a. Initial Needs Assessment b. Feedback/Training (multiple sessions throughout the year)	 a. \$ _____ b. \$ _____ a. \$ _____ b. \$ _____
Debriefing Meeting to include Next Step Plan	\$ _____

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Appendix "B"
(SAMPLE) AGREEMENT

THIS AGREEMENT, entered into the _____ day of _____, 2018, by and between _____ herein called the "Contractor" and the Gallup-McKinley County Public School District No. 1, herein called the "District" or "GMCS".

1. **SCOPE OF WORK:** Provide school leadership personnel with job-embedded coaching, feedback, and leadership support.
2. **PAYMENT:**
Payment and pricing for services shall be as outlined in (payment schedule attached). Invoices for services shall be presented to the administrator of the using department for approval and verification.
3. **TERM:**
Subject to the parties executing this contract, the term of this Agreement shall be effective from _____, 2018 to June 30, 2019, unless terminated, renewed or amended by either party.
4. **TERMINATION:**
This Agreement may be terminated without cause by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
5. **STATUS OF CONTRACTOR:**
The Contractor and his agents and employees are independent contractors performing professional services for the District and are not employees of GMCS. The Contractor, and his agent and employees shall not accrue leave, retirement, insurance, bonding, use of District vehicles, or any other benefits afforded to employees of the District as a result of this Agreement. Neither shall the District be liable to the Contractor nor its Agents, nor their estates for any injury to person or property incurred in the course of the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the District or its agents acting within the scope of their employment and official duties.
6. **INDEMNITY:**
The contractor shall indemnify and hold harmless the District, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons' or damage to property caused by, or resulting from, contractor's and /or its employees, own negligent act(s) or omission(s) while contractor and/or its employees performs or fails to perform its obligations and duties under this agreement.

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7. **ASSIGNMENT:**
The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the District.
8. **SUBCONTRACTING:**
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 District awarding any resultant Contract before any subcontractor is used during the term of this agreement.
9. **RECORDS AND AUDIT:**
The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the District, Fiscal Services, Personnel Department and the New Mexico Auditor. The District shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the District to recover excessive or illegal payments.
10. **APPROPRIATIONS:**
The terms of this Agreement are contingent upon sufficient monies being made available by the Gallup-McKinley County Schools for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Gallup-McKinley County Schools, this Agreement shall terminate upon written notice being given by the District to the Contractor. The District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
11. **RELEASE:**
The Contractor, upon final payment of the amount due under this Agreement, releases the District, its officers and employees, and the Gallup-McKinley County Schools from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the District to any obligations not assumed herein by the District, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
12. **CONFIDENTIALITY:**
Any information given to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the District.
13. **CONFLICT OF INTEREST:**
The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

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14. **AMENDMENT:**
This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

15. **SCOPE OF AGREEMENT:**
This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in Paragraph 14.

16. **NOTICE OF PROCUREMENT CODE:**
The Contractor understands and agrees the Procurement Code of the State of New Mexico imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

17. **EQUAL OPPORTUNITY COMPLIANCE:**
The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

18. **INSURANCE:**
Contractor shall provide certificate of insurance, for the duration of this contract, to include statutory limits for worker's compensation and professional liability. Certificate evidencing the above shall be furnished to the Gallup-McKinley County Schools prior to commencement of services.

19. **APPLICABLE LAW:**
This Agreement shall be governed by the applicable policies and regulations of the Gallup-McKinley County School Board and the laws of the State of New Mexico.

20. **CONTINUATION:**
This agreement can be continued on a month-to-month basis with the written mutual consent of both parties.

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21. **RENEWAL:**
The District shall have the option to renew this contract for three (3) each additional one (1) year period(s) upon thirty (30) days written notice from the District to the Contractor.
22. **WAIVER OF CONTRACTURAL RIGHT:**
The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
23. **SEVERABILITY:**
If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
24. **NOTICE:**
All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

Gallup-McKinley County Schools: Becki Payton,
 Procurement & Business Services Buyer
 Gallup-McKinley County Schools
 P.O. Box 1318
 Gallup, New Mexico 87305-1318

Provider:

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date of executing by the School District below

CONTRACTOR:

BY: _____
 TITLE

Date: _____

GALLUP-McKINLEY COUNTY PUBLIC SCHOOL DISTRICT No. 1

BY: _____
 Marco Abeita, Procurement and Business Services Director

Date: _____

APPENDIX "C"

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE. THIS FORM SHALL BE COMPLETED AND RETURNED AS A PART OF THE OFFEROR'S PROPOSAL.

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.

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“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

Gallup-McKinley County School Board of Education:

Charles Long, President
Michael Schaaf, Secretary
Kevin Mitchell, Member

Christopher Mortensen, Vice-President
Priscilla Manuelito, Member

Former Members: Dr. Bruce Tempest
Titus J. Nez
Joe Menini
Lynn Huenemann
Sandra Jeff

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DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to
Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

-- OR --

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

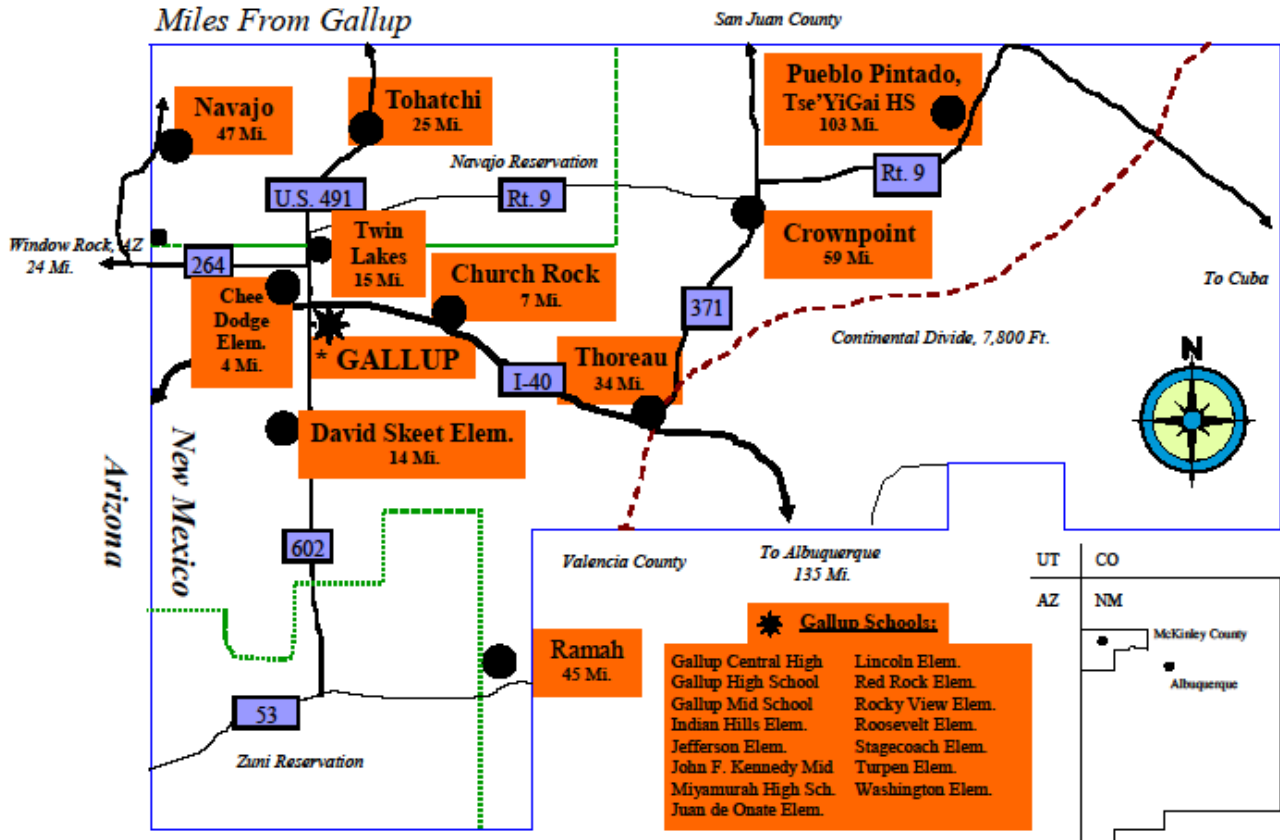
Date

Title (Position)

APPENDIX "D"



Gallup-McKinley County School District



Revised 07/31/07

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Quote Contact Information	Remittance Information
Order Rep. Contact:	Name:
Order Phone #:	Invoice Info. Phone#:
Fax #:	Fax #:
Email:	Email:
PO Send to ADDRESS:	REMITTANCE ADDRESS: