

JOHN P. SALAZAR
CATHERINE T. GOLDBERG
EDWARD RICCO
CHARLES K. PURCELL
NELSON FRANSE
PAUL R. KOLLER
CHARLES J. VIGIL
JEFFREY M. CROASDELL
SUNNY J. NIXON
R. TRACY SPROULS
SETH L. SPARKS
JOCELYN C. DRENNAN
JUSTIN A. HORWITZ
VALERIE REIGHARD DENTON
CHARLES R. HUGHSON
JOSE R. BLANTON
KRYSTLE A. THOMAS
GLENN A. BEARD
CRISTINA ADAMS
TYLER M. CUFF
MELANIE B. STAMBAUGH

DEBORA E. RAMIREZ
LUIS G. CARRASCO
JUAN M. MARQUEZ
JENICA L. JACOBI
RANDY TAYLOR
SAMANTHA M. HULTS
NELSE T. MILLER
HOLLY E. ARMSTRONG
MINAL P. UNRUH
PETER M. KELTON
LAUREN T. WINSTON
MEGHAN M. O'NEIL
B.W. STONE
BENJAMIN E. THOMAS
JONATHAN E. DOMINGUEZ
MARK D. BLOSSER
DENISSE ENRIQUEZ
JESSICA WILDER
MELANIE E. COFFING
LISA G. ZAMMIELLO
LAUREN T. CHAVEZ

RODEY, DICKASON, SLOAN, AKIN & ROBB, P. A.

ATTORNEYS AT LAW
201 THIRD STREET NW, SUITE 2200
ALBUQUERQUE, NEW MEXICO 87102

P.O. BOX 1888
ALBUQUERQUE, NEW MEXICO 87103
WWW.RODEY.COM

TELEPHONE (505) 765-5900
FACSIMILE (505) 768-7395

OF COUNSEL
MARK K. ADAMS
JOHN P. BURTON
RICHARD C. MINZNER
LESLIE MCCARTHY APODACA
MICHAEL J. BRESCIA
RICK BEITLER
DAVID P. BUCHHOLTZ
CYNTHIA A. LOEHR
LINDA M. VANZI
MELISSA M. KOUNTZ
WILLIAM G. GILCHRIST
MARTHA L. CARPENTER
DANIEL J. GRUNOW
MEGHAN D. STANFORD
LAURA E. SANCHEZ
KARA B. MURPHY
JACK BRANT

BERNARD S. RODEY (1856-1927)
PEARCE C. RODEY (1889-1958)
DON L. DICKASON (1906-1999)
WILLIAM A. SLOAN (1910-1993)
JACKSON G. AKIN (1919-2010)
JOHN D. ROBB (1924-2014)

SANTA FE OFFICE
119 EAST MARCY STREET, SUITE 200
SANTA FE, NEW MEXICO 87501-2046
P.O. BOX 1357
SANTA FE, NEW MEXICO 87504-1357
TELEPHONE (505) 954-3900
FACSIMILE (505) 954-3942

WRITER'S DIRECT NUMBER
(505) 768-7249

LSanchez@rodey.com

May 30, 2025

Submitted by FEDEX and email to: kcrisler@gmcs.org

Katherine Crisler
Procurement Director
Gallup-McKinley County Schools
P.O. Box 1318
Gallup, NM 87305

RE: Protest of Issuance and Retroactive Ratification of RFP-2025-15KC for Virtual (Online) School, Grades K-12, Multi-Year Agreement¹

Dear Ms. Crisler:

This law firm represents Stride, Inc., and its subsidiary K12 Virtual Schools, L.L.C. (together, "Stride"), and hereby submits this protest concerning the above-referenced Request for Proposals on Stride's behalf. Stride specifically protests the Gallup-McKinley County Schools' ("District") issuance of the its Request for Proposals dated April 4, 2025, entitled as indicated above (the "RFP") and the District's Board of Education's ("Board") attempt to ratify the issuance of the RFP retroactively. Pursuant to NMSA 1978, Section 13-1-172 (1987), this protest is submitted in writing within fifteen (15) calendar days after Stride's knowledge of the facts or occurrences giving rise to this protest, which occurred at the Board's May 16, 2025, Special Meeting. Therefore, this protest is timely. *See James Hamilton Construction Co. v. State ex rel. N.M. State Hwy. & Transportation. Dep't*, 2003-NMCA-067, ¶ 14, 133 N.M. 627, 68 P.3d 173 ("However, once the Department makes its preliminary award, any protest that arises from facts or occurrences that an unsuccessful bidder knows or should know at the time of the preliminary award should be filed

¹ Record is hereby made of the unusual requirement to post a surety bond or make a payment to the District in the amount of \$800 to file a protest. This is a highly unusual requirement that has the effect of dissuading any interest of potential protestors to file such a protest and, to our knowledge, no authority exists that would permit the District to impose such a requirement. Nevertheless, Stride, Inc. has complied with this requirement, under reservation of all rights.

Katherine Crisler
May 30, 2025
Page 2

within fifteen days of the preliminary award.”). In addition to the other relief sought below, Stride requests that the District refrain from proceeding further with this procurement pursuant to NMSA 1978, Section 13-1-173 (1984) and 1.4.1.83 NMAC.

A. Standard of Review.

The standard of review for challenging the actions of the District and Board has been well established by New Mexico courts. By challenging the District’s issuance of the RFP, and the Board’s ratification of such issuance retroactively, Stride bears the burden of establishing that, in rendering these actions, the District acted not in accordance with law, without the support of substantial evidence, or fraudulently, arbitrarily or capriciously. *See* NMSA 1978, § 39-3-1.1(D) (1999); *see also* NMSA 1978, § 13-1-183 (1999) (“All actions authorized by the Procurement Code for judicial review of a determination shall be filed pursuant to the provisions of Section 39-3-1.1 NMSA 1978.”); NMSA 1978, § 39-3-1.1(C) (authorizing the district court to set aside, reverse or remand the final decision on the protest if it determines that: (1) the agency acted fraudulently, arbitrarily or capriciously; (2) the final decision was not supported by substantial evidence; or (3) the agency did not act in accordance with law.). “This court has consistently held that on appeals from administrative bodies, the questions to be answered . . . are restricted to whether [it] acted fraudulently, arbitrarily or capriciously, [or] whether the order was supported by substantial evidence and, generally, whether the action of the administrative body was within the scope of its authority.” *McDaniel v. N.M. Bd. of Medical Exmrs.*, 1974-NMSC-062, ¶ 8, 86 N.M. 447, 525 P.2d 374 (quoting *Llano, Inc. v. Southern Union Gas Co.*, 1964-NMSC-257, 75 N.M. 7, 399 P.2d 646). “Arbitrary and capricious action by an administrative agency consists of a ruling or conduct which, when viewed in the light of the whole record, is unreasonable or does not have a rational basis, and ‘is the result of an unconsidered, willful and irrational choice of conduct and not the result of the ‘winnowing and sifting process.’” *Perkins v. Dep’t of Human Servs.*, 1987-NMCA-148, ¶ 19, 106 N.M. 651, 748 P.2d 24 (quoting *Garcia v. N.M. Human Servs. Dep’t*, 1979-NMCA-071, 94 N.M. 178, 608 P.2d 154).

More recently, the New Mexico Supreme Court has instructed that:

An arbitrary and capricious act is a “willful and unreasonable action, without consideration and in disregard of facts or circumstances[.]” . . . it is one “lacking a standard or norm,” . . . “not governed by any fixed rules, . . . [or where the administrative agency] acted without an adequate determining principle.”

Planning & Design Solutions v. City of Santa Fe, 1994-NMSC-112, ¶ 23, 118 N.M. 707, 885 P.2d 628 (citations omitted). By issuing the RFP without proper authorization from the Board, and the Board’s improper attempt to ratify its issuance retroactively, the District and the Board have ignored the rules fixed for the authorization and issuance of an RFP, and the rules barring retroactive ratification of prior actions, thereby making the District’s and the Board’s actions described herein not only contrary to law, but arbitrary and capricious, as described in *Planning & Design Solutions*. “. . . [w]hen[, as here,] statutes and regulations define the rules of competitive

Katherine Crisler
May 30, 2025
Page 3

bidding, these statutes and regulations will be strictly construed against the government entity that solicited the bids.” *Id.* ¶ 6 (citing *K.L. Conwell Corp. v. City of Albuquerque*, 1990-NMSC-104, 111 N.M. 125, 802 P.2d 634). Rather than substituting its judgment for that of the District/Board, the reviewer should instead focus its inquiry on whether the agency’s “findings are supported by substantial evidence on the record as a whole.” *Perkins*, 1987-NMCA-148, ¶ 16 (citing *Garcia* and *Duke City Lumber Co. v. N.M. Env’tl. Improvement Bd.*, 1984-NMSC-042, 101 N.M. 291, 681 P.2d 717). Whole record review requires that the reviewer “consider not only the evidence in support of one party’s contention, but also to look at evidence which is contrary to the administrative finding; [it] must then decide whether, on balance, the agency’s decision was supported by substantial evidence[.]”” *Id.*; see also *Att’y Gen. of N.M. v. N.M. Pub. Serv. Comm’n*, 1984-NMSC-081, ¶ 11, 101 N.M. 549, 685 P.2d 957.

Upon review of the RFP, for which the Procurement Code and the regulations promulgated thereunder define the rules for this type of competitive solicitation, it is clear on its face that it did not comply with the Procurement Code with regard to several requirements that should have been included in the RFP upon issuance. See NMSA 1978, § 13-1-13 (2005) (“Except as otherwise provided in the Procurement Code, that code shall apply to every expenditure by state agencies and local public bodies for the procurement of items of tangible personal property, services and construction.”); see also NMSA 1978, § 13-1-67 (2003) (“‘Local public body’ means every political subdivision of the state and the agencies, instrumentalities and institutions thereof, including, . . . *school districts and local school boards*”) (emphasis added).

Moreover, there is no evidence whatsoever that the Board ever acted to authorize the issuance of the RFP prior to its date. Additionally, the purported ratification by the Board at a special meeting held on May 16, 2025, of the Superintendent’s April 1, 2025 action and the issuance of the RFP on April 4, 2025, was contrary to established New Mexico law, as discussed in Section D below. Importantly, the Board’s May 16, 2025 Special Meeting, at which it attempted to ratify Superintendent Hyatt’s and the District’s prior actions, did not comport with the Open Meetings Act, NMSA 1978, Sections 10-15-1 to -4 (1974, as amended through 2013) (the “OMA”), which rendered the actions taken by the Board at that meeting invalid. For these reasons, the District and the Board clearly did not follow established procurement rules, acted contrary to law, acted arbitrarily and capriciously, and their actions were willful and unreasonable, without consideration and in disregard of facts or circumstances, and lacked a standard or norm. As a result, Stride respectfully requests that the District cancel the RFP, take all legal and proper actions to conduct the RFP appropriately, and reissue it in compliance with state law.

B. The RFP Issued by the District Does Not Comply with State Law.

The Procurement Code requires certain provisions to be included in any RFP. NMSA 1978, Section 13-1-112(A)(2), (3), (5) (2011) requires inclusion of: (i) contractual terms and conditions applicable to the procurement; (ii) a form of disclosure of campaign contributions given by prospective contractors to applicable public officials; and (iii) the requirements for complying with any applicable in-state preference provisions as provided by law. The RFP that the District issued

Katherine Crisler
May 30, 2025
Page 4

fails to comport with these basic requirements of the Procurement Code. See the issued RFP attached as Exhibit A. The RFP is a total of 13 pages, and clearly does not include a sample contract or other instrument proposing the terms or conditions applicable to a contract to be issued pursuant to the RFP. It also wholly fails to include the required campaign contribution disclosure form, an example of which is typically used in state procurements is attached to this Protest as Exhibit B. Finally, the RFP fails to include even a reference to the applicable in-state preference provisions as provided by law. *See* NMSA 1978, § 13-1-21(E) (2022) (requiring that when the District makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the District shall award additional points to a resident business, a Native American resident business, or certain resident veteran businesses and Native American resident veteran businesses.). Therefore, the RFP, as issued by the District on April 4, 2025, does not and cannot comply with applicable state law.

C. There Is No Evidence that the Board Took Action to Authorize the Issuance of the RFP Prior to May 16, 2025.

NMSA 1978, Section 22-5-4(J) (2005) establishes that except for expenditures of salaries, local school boards have the power and duty to contract for the expenditure of money, according to the provisions of the Procurement Code. The provisions of this section require school boards to contract according to all but two sections of the entire Procurement Code, meaning all bidding and solicitation requirements of the Procurement Code apply to school district contracts. *Morningstar Water Users Ass'n v. Farmington Mun. Sch. Dist. No. 5*, 1995-NMSC-052, ¶ 50, 120 N.M. 307, 901 P.2d 725. Similarly, the OMA requires the Board to take action in an open meeting in order to authorize the issuance of the RFP. NMSA 1978, § 10-15-3(A) (“No . . . action of any board . . . or other policy-making body shall be valid unless taken or made at a meeting held in accordance with the requirements of [the OMA].”). There is no evidence here that the Board took any official action at a Board meeting, held in accordance with the OMA, to authorize the issuance of the RFP that is the subject of this Protest prior to May 16, 2025. Indeed, this RFP was issued by Katherine Crisler on April 4, 2025, without any indication from the Board that an official action had been taken directing her or directing the Superintendent to direct her to issue this RFP.

To the contrary, there exists ample evidence that the Board acted no earlier than May 16, 2025, concerning the District’s issuance of the RFP, as reflected in the minutes and agendas for all Board meetings prior to this date. The Board’s action to ratify the issuance of the RFP is a further clear indication that the Superintendent and/or Ms. Crisler acted outside the scope of their authority, or, in other words, were acting without the Board’s authority when they initially issued the RFP. As such, the District lacked any authority to issue the RFP prior to May 16, 2025, the date upon which the Board first took any action related to the RFP.

D. The Board Cannot Retroactively Approve the District’s Actions, Including those of the Superintendent or Procurement Director.

Katherine Crisler
May 30, 2025
Page 5

New Mexico courts have established binding precedent that where a local government's governing body ratifies actions it took in terminating the mayor's employment taken outside of an open meeting and in violation of the OMA, the ratification is not effective retroactively, but, rather, effective only as of the date the ratification occurred. *Palenick v. City of Rio Rancho*, 2012-NMCA-018, 270 P.3d 1281, *rev'd on other grounds*, 2013-NMSC-029, 306 P.3d 447. Thus, the Board's vote to ratify the Superintendent's and the District's actions at the May 16, 2025 special meeting cannot be given retroactive effect. Thus, under *Palenick*, the purported effective date of the issuance of the RFP (and the Superintendent's termination of the contract with Stride) must be the date that the Board ratified these actions, here, May 16, 2025.

E. The Issuance of the RFP is in Violation of the District's Contract with Stride.

Additionally, even if the RFP had been issued correctly – that is, in accordance with the requirements outlined above as specified by the Procurement Code, and with clear direction from the Board at an open meeting – it still would not be valid as the underlying contract that the RFP is attempting to replace was still in effect and that contract includes an exclusivity clause that the Board entered into knowingly in June 2020. *See City of Santa Fe v. Travelers Casualty & Surety Co.*, No. 28,944, mem. op. (N.M. Ct. App. Jan. 14, 2009) (nonprecedential) (citing *State ex rel. Udall v. Colonial Penn Ins. Co.*, 1991-NMSC-048, 112 N.M. 123, 812 P.2d 777) (observing that in *Colonial Penn Ins. Co.*, the New Mexico Supreme Court had rejected the State's argument that a statutory three-year time-to-sue provision should be given effect, rather than a shorter two-year time-to-sue provision contained in the performance bond, because it would be against the public policy requiring the protection of the public fisc to enforce the shorter opportunity to sue, and affirming summary judgment determining that the shorter time-to-sue provision should govern “because the parties are free to contract, and having clearly expressed a [shorter] time-to-sue provision, will be bound by it.”). Thus, in disregarding the exclusivity clause in the contract between the District and Stride that Superintendent Hyatt purported to terminate as of April 1, 2025, it is evident that the District and the Board acted in an arbitrary and capricious manner, without the support of substantial evidence, and contrary to the law applicable to the Parties, as set forth in such contract. *Castillo v. Arrieta*, 2016-NMCA-040, ¶ 16, 368 P.3d 1249 (“Each party to a contract has a duty to read and familiarize himself with its contents . . . , and if the contract is plain and unequivocal in its terms, each is ordinarily bound thereby.”) (quoting *Smith v. Price's Creameries, Div of Creamland Daires, Inc.*, 1982-NMSC-102, ¶ 13, 98 N.M. 541, 650 P.2d 825).

F. The Board Violated the Open Meetings Act at its May 16, 2025 Special Meeting, Rendered the Actions it took on that Date Invalid.

The OMA applies to “[a]ll meetings of a quorum of members of any board . . . of any district or political subdivision, held for the purpose of formulating public policy, . . . discussing public business *or taking any action within the authority of . . . any board . . .*”, including the District. NMSA 1978, § 10-15-1(B) (2013) (emphasis added); *see also State v. Hernandez*, 1976-NMSC-081, ¶ 3, 89 N.M. 698, 556 P.2d 1174 (concluding that the Santa Fe City Board of Education “is a policy-making body covered by the [OMA].”). “No resolution, rule, regulation, ordinance *or*

Katherine Crisler
May 30, 2025
Page 6

action of any board . . . or other policymaking body shall be valid unless taken or made at a meeting held in accordance with the requirements of Section 10-15-1 NMSA 1978.” NMSA 1978, § 10-15-3(A) (1993) (emphasis added). Thus, if the Board’s May 16, 2025 Special Meeting did not conform with all provisions of NMSA 1978, Section 10-15-1, the actions it took at such meeting are of no legal effect. *Id.*

NMSA 1978, Section 10-15-1(I) (2013) mandates that when the Board closes an otherwise open meeting, such as its May 16, 2025 Special Meeting, it can do so only where closure is “approved by a majority vote of a quorum of the policymaking body; *the authority for the closure and the subject to be discussed shall be stated with reasonable specificity in the motion calling for the vote on a closed meeting*; the vote shall be taken in an open meeting; and the vote of each individual member shall be recorded in the minutes.” *Id.* (emphasis added). As reflected in the video recording of the Board’s May 16, 2025, Special Meeting, the motion to close the meeting in order for the Board to enter into executive session did not state the authority for the closure, nor did it state with reasonable specificity the subject to be discussed in such executive session, contrary to Section 10-15-1(1).² Therefore, because the Board’s May 16, 2025 Special Meeting failed to comport with the requirements of Section 10-15-1, the actions it took at such meeting, namely, the attempt to ratify the District’s issuance of the RFP and the Superintendent’s termination of the District’s contract with Stride, are invalid as a matter of law. § 10-15-3(A).

E. Conclusion and Request for Relief

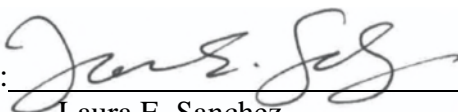
The District’s and the Board’s actions, or failure to act, in issuing this RFP are in violation of law, and were arbitrary and capricious, and made without substantial evidence. For all the reasons listed in this Protest, Stride respectfully requests that the District cancel this RFP and re-issue it in accordance with appropriate procedures and in full compliance with the New Mexico Procurement Code. NMSA 1978, § 13-1-131 (1987) (“ . . . [A] request for proposals or any other solicitation may be canceled or any or all bids or proposals may be rejected in whole or in part when it is in the best interest of the state of a local public body. A determination containing the reasons for cancellation shall be made part of the procurement file.”); *see also* 1.4.1.88 NMAC (describing when and how a solicitation can be cancelled and a contract awarded in violation of law can be terminated). In addition, Stride requests that the District determine that the proposed award of a contract to Graduation Alliance as a result of the RFP be cancelled or terminated because the RFP was issued, and the proposed award of a contract to Graduation Alliance, is in violation of law. NMSA 1978, § 13-1-181 (2002); NMSA 1978, § 13-1-182(B) (2002). Pursuant to 1.4.1.86 NMAC, Stride hereby requests a hearing on these matters and to be afforded the opportunity to make discovery requests prior to such a hearing (to include, but not necessarily be limited to, communications to, from, or between District officials and employees concerning the RFP, and documents relating to the decision by the District to exclude certain required elements from the RFP) as authorized by 1.4.1.85 NMAC. As previously stated, Stride hereby also requests that the District refrain from proceeding further with this procurement until a resolution of this Protest is reached, pursuant to the provisions of NMSA 1978, Section 13-1-173 (1984) and 1.4.1.83 NMAC.

² The Board similarly did not comply with the OMA at its regular meeting on May 12, 2025.

Katherine Crisler
May 30, 2025
Page 7

Respectfully submitted this 30th day of May, 2025,

RODEY, DICKASON, SLOAN, AKIN & ROBB, P.A.

By: 

Laura E. Sanchez

Luis Carrasco

Attorneys for Stride
Post Office Box 1888
Albuquerque, New Mexico 87103
(505) 765-5900

LSanchez@rodey.com

LCarrasco@rodey.com

cc: Andrew M. Sanchez, asanchez@edlawyer.com

EXHIBIT A



GALLUP-McKINLEY
COUNTY SCHOOLS

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

REQUEST FOR PROPOSAL

**Virtual (Online) School, Grades K-12
Multi-Year Agreement**

No. RFP-2025-15KC

Commodity Code(s): 92420, 92474, 92478, 92488

GMCS Website: www.gmcs.org

Mailing Address:	Physical Address:	Contact:
P.O. Box 1318 Gallup, NM 87305	640 S. Boardman Dr. Gallup, NM 87301	Katherine Crisler Procurement Director (505) 721-1088 kcrisler@gmcs.org

Notes:

Closing Date: April 28, 2025

F.O.B. Point: DESTINATION

Closing Time: 2:00 PM (Local-MT)

Terms: Net 30 unless otherwise stated

Issue Date: April 4, 2025

**Pre-Proposal April 18, 2025,
Conference 2:00 PM (Local-MT)**

[MS Teams Online Meeting](#)

**VIRTUAL SCHOOL
RFP-2025-15KC**

SPECIAL CONDITIONS

1. **Term:** The intent of this solicitation is to provide services for two years to commence Date of Award and end two calendar years following. The District reserves the right to renew this agreement annually for a period of one year following the initial two year period.
 - A. Total term of this contract shall be no more than ten (10) years, except in the event that a temporary extension may be needed for coverage during the competitive solicitation and/or negotiation phase of a new RFP.
2. **Work To Be Done:** The work to be performed under this contract and in accordance with these specifications consists of furnishing curriculum, testing, equipment, labor and materials for a Virtual School.
3. **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.
4. **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.

**VIRTUAL SCHOOL
RFP-2025-15KC**

SCOPE OF WORK

I. INTRODUCTION

- A. Gallup-McKinley County Schools (GMCS) is soliciting proposals to provide an online Virtual Public School. The intent is to provide a rigorous on-line Kindergarten through 12th Grade (K-12) learning environment focused on student achievement as an option for students in New Mexico who might otherwise not be able to attend the traditional school environment.
- B. The Gallup-McKinley County School District covers an area of approximately 4,957 square miles (see attached map, Appendix "C"), and is one of the 89 public school districts in New Mexico. The District currently has 32 schools: 9 high schools, including 1 alternative high school; 7 middle schools, and 16 elementary schools. It also has three programs including an early college high school, career technical program and online virtual program. Enrollment for the District is approximately 12,587 students (K-12) in all schools and programs.
- C. The current GMCS virtual school has over 3,800 students enrolled. No minimum or maximum enrollment numbers are guaranteed.
- D. Offeror is not required to meet current enrollment levels and is cautioned against enrolling more students than the Offeror has the capacity and capability to fully support with quality staff. The successful Contractor must be fully committed to students and educational outcomes.
- E. Questions/Clarifications
 - 1. All questions concerning this Request for Proposals (RFP) shall be submitted to the Procurement Manager, through the GMCS online eBidding platform utilizing the public question and answer forum.
 - 2. Only written questions submitted via the GMCS Bonfire portal will be accepted. Responses to written questions received prior to a Question and Answer deadline will be publicly posted on the GMCS Bonfire portal.
 - 3. Offerors are hereby advised and cautioned that all communication and information shall be obtained ONLY through the Procurement Manager through the Bonfire platform. Communication with other District employees, officials, or Board Members in connection with this solicitation are not to be relied upon and may result in Offeror's proposal being disqualified.

II. SCOPE OF SERVICES

- A. Scope of Work
 - 1. Contractor to provide an academically-focused educational option for New Mexico

**VIRTUAL SCHOOL
RFP-2025-15KC**

students who are considered able to successfully participate in a virtual school environment to attain their High School Diploma.

2. Curriculum to comply with the standards as issued by the New Mexico Public Education Department (PED) standards. Current standard is "Common Core.
3. The intent is for a student to be able to "attend" classes with synchronous instruction maximized.
4. The District intends for the Virtual School to be 100% virtual to begin the contract.
 - a. The District and Contractor may mutually agree to provide the learning environment through a "blend" of live and virtual.
5. **The preferred "start" date for the Virtual School to begin is Fall of 2025.**

B. CONTRACTOR RESPONSIBILITIES The Contractor shall be responsible for the following, but not limited to:

1. On-Line Curriculum
2. Additional curricular offerings to include: Career Technical Education (CTE) | Project Based Learning (PBL) / Dual Credit/Credit Recovery Options/Additional Ala Carte Class Options
3. Recruiting and hiring qualified teachers
 - a. The Contractor shall remove a teacher immediately upon request of the District and provide a replacement for the class to ensure no interruption of services.
4. Providing professional development for teachers
5. Curriculum materials for instruction.
6. Providing students with functioning computer equipment including a means for internet access complete with CIPA-compliant web content filter.
7. Providing full services for Special Education students as determined by Individual Education Plan.
8. Complying with Student Assistance Team requirements
9. Complying with all applicable laws, statutes, and regulations (Federal, State, Local and Tribal) including but not limited to: class load limits, staff waiver requirements, parental reporting requirements, collection of required student data, and daily attendance information.

**VIRTUAL SCHOOL
RFP-2025-15KC**

10. Providing an educationally-focused program
 11. Demonstrating integrity in delivering program requirements and administration
 12. Recruiting students
 13. Providing counseling services (Academic) for students
 14. Providing technical support for students.
 15. NMPED testing in a proctored environment consistent with NMPED test administration guidelines.
- C. DISTRICT RESPONSIBILITIES The District will be responsible for the following:
1. Recruiting and hiring a Principal for the Virtual School.
 2. Developing an application process for current District students or students in the GMCS attendance areas to apply in order to attend Virtual School.
 3. NM PED Student Reporting requirements.
- D. REVIEW
1. The District and Successful Contractor shall mutually agree upon a review schedule (monthly, quarterly, semi-annually, or annually). The review is intended to provide both parties the opportunity to ensure the delivery of the instruction is adequate, student progress is sufficient, and discuss/negotiate potential changes to the existing contract.

TECHNICAL RESPONSE

III. GENERAL REQUIREMENTS:

- A. Describe the virtual school's governance structure and the capacity.
- B. Describe the virtual school's capacity to implement the proposal and provide high quality instruction.
- C. Describe the virtual school's proposed school year.
- D. Provide a narrative staffing plan and include a draft staffing chart.
- E. Describe the virtual school's plan for recruitment of students outside the District's attendance area. Include the procedure for application components including proof of guardianship and residency, and releases for general and special education records. Include how this data would be communicated with the District.
- F. Describe in detail the process and forms that the virtual school will use to notify the District

**VIRTUAL SCHOOL
RFP-2025-15KC**

of the number and grade level of students attending the virtual school or who have transferred to another school (GMCS or other district).

- G. Describe where the students will access the virtual school's courses, including whether it is in the home or at a location provided and overseen by the Virtual School.
- H. Describe how the virtual school will provide adequate initial and ongoing training and support for students to enable them to successfully participate in online learning. Include any orientation course for students new to online learning, how their ability to learn will be assessed, and what remedial help is available to ensure students are going to be successful learners.
- I. Describe how the virtual school will establish personalized learning plans that are standards based for every student. Describe how the learning plan will be developed for new students and available to receiving districts for students who transfer out of the virtual school
- J. Describe how virtual school's strategies for supporting all students at different ages and grade levels so that they complete courses and achieve their academic and career goals. Include a description of the settings in which these support services will be provided and qualifications of individuals who will provide the support services.
- K. In the absence of time and learning requirements, describe how the virtual school will ensure that all enrolled students will be fully engaged in teaching and learning and will have opportunities to thrive in the virtual learning environment.
- L. Describe how the virtual school will monitor student progress in order to identify areas of difficulty and assist students who need additional support.
- M. Identify how the virtual school will administer state required assessment tests.
- N. Describe how communication takes place with students and parents (or guardians), how it is monitored, and how do you address any concerns if they arise.
- O. Describe how the virtual school will involve parents and guardians as partners in the education of students, include goals for parental and family engagement.
- P. Identify proposed partner entities and describe how they were vetted and selected over other potential partners.

IV. CURRICULUM

- A. Describe the curriculum and instruction resources that is intended to be utilized and how the virtual school's curriculum is aligned to the New Mexico Common Core Standards in all subject areas.
- B. All courses are under the direction of certified NM teachers. Any individual needed to provide the provision of FAEP under NM state and federal guidelines.

**VIRTUAL SCHOOL
RFP-2025-15KC**

- C. Provide the curriculum scope and sequence for each content area at each proposed grade level to confirm alignment with New Mexico standards.
- D. The virtual school must provide a complete list of course offerings which include core, elective, world language, health, PE, CTE, STEM, dual credit and AP offerings. They must also include any career pathways that are available. How do these courses fulfill the NM graduation requirements?
- E. Describe your assessment philosophy (formative, interim).
- F. Identify any third-party curriculum or assessment vendors with whom the virtual school will contract.
- G. The contractor shall not charge any public school for the use or replication of any part of their curriculum.
- H. Describe how the virtual school will ensure that all students have access to necessary technology and materials.
- I. Describe how students and staffs are scheduled, including but not limited to:
 - 1. Mobile application
 - 2. On-line portal
- J. Describe how course requests for/by students are handled, including but not limited to:
 - 1. Student request a particular course;
 - 2. Guidance/Scheduler can use that information to build schedules;
 - 3. Automatic system can build/load based on this information.
- K. Describe how the virtual school will capture and report on State of NM specific Career and Technical Education (CTE) data at both enrollment and program levels.

V. TECHNOLOGY

- A. Educational courses and teaching services, including management software, learning materials, computer printers (if necessary), internet access, internet equipment and technical support services will be provided by the virtual school provider to each individual student free of charge.
- B. Describe the provisions for cyber security and reference any regulations/processes the Virtual School will follow.
- C. The equipment provided is to support the latest technology including but not limited to: operating system, web browsers

**VIRTUAL SCHOOL
RFP-2025-15KC**

- D. Describe the technical support available to students, including but not limited to types and hours.
- E. Describe how the virtual school will provide for an uptime availability of 99.9 % or better.
- F. Describe the capacity to support and store all critical student, program, and staff data for expedient retrieval and analysis. State where the student information system is NMPED compliant. Specify how the school will meet all NMPED reporting requirements. Specify what Student Information System (SIS) will be used.
- G. Describe how data will be shared with the District.
 - 1. What methods are used to automate data transfers, and how frequently do these updates occur?
 - 2. How do you ensure data alignment and accuracy between your system and a district SIS throughout the school year?

VI. SPECIAL EDUCATION

- A. Describe the standards, processes and procedures that the proposed school will employ to identify, assess, teach and support students who need customized learning plans to include, but not limited to: English language learners, 504, or students in need of special education services.
- B. Describe how services are provided for students on IEP's, English Language Learners, 504 customized accommodations for student learning.
- C. Describe how the virtual school will capture and report on State of NM required special education student data elements.

VII. FINANCES

- A. Summarize the entity's experience and a description of where and how it has implemented its services. Provide evidence that the entity has demonstrated positive academic results and responsible fiscal management.
- B. Explain the structure and process for managing the virtual school's finances. Who is responsible and what are his/her qualifications?

**VIRTUAL SCHOOL
RFP-2025-15KC**

VIII. SEQUENCE OF EVENTS – Schedule is subject to change.

	Action	Responsibility	Date/Time (Local Mountain Time)
1.	Issue RFP	District	4/4/2025
2.	Pre-Proposal Conference (Optional) Microsoft TEAMS Meeting Meeting ID: 265 317 928 474 Passcode: cV3xK3QW	District	4/18/2025 at 2:00 PM
3.	Deadline to Submit Written Questions	Potential Offerors	04/21/2025
4.	Response(s) to written questions, via email	Procurement Manager	04/23/2025
	Deadline to Submit Proposals	Offerors	04/28/2025 at 2:00pm
	Proposal Evaluation	Evaluation Committee	4/28/2025 – 4/30/2025
	Interviews (if held)	Evaluation Committee	TBD
	Recommendation for Award to Governing Body	Procurement Manager	05/12/2025
	Contract Negotiations	District	TBD
	Notice of Award	District	TBD
	Protest Deadline	Offerors	TBD

IX. LIABILITY INSURANCE

- A. Contractor shall obtain and maintain throughout the life of this contract, insurance at contractor's expense. Contractor shall name GMCS as additional insured (Certificate Holder) in regard to General Liability coverage and include an endorsement by the insurer that the policy may not be cancelled nor allowed to lapse without ten (10) days' notice thereof first being given to GMCS. All policies shall be endorsed to provide GMCS with ten (10) days' notice prior to any cancellation or lapse in coverage.
- B. Worker's Compensation: The Contractor shall maintain adequate Workman's Compensation Insurance with agencies licensed to do business in the State of New Mexico, for all employees.

**VIRTUAL SCHOOL
RFP-2025-15KC**

C. Other required coverage: The Contractor shall maintain Public Liability and Property Damage Insurance as shall protect the Contractor and the school district for all claims for damages, personal injury, wrongful death as well as claims for property damages which may arise from work covered under this contract, as such work be performed by anyone directly or indirectly employed the Contractor.

D. Coverage Required: The kinds and amounts of insurance required are as follows:

1. Commercial General Liability Insurance with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal (Damage Rented Premises)
\$ 5,000	Medical Payments

Said Policy of insurance must include coverage for contractual liability and all operations performed for the school district by the Contractor.

2. The District shall accept coverage in excess of those limits stated above if successful Contractor carries larger limits.

E. Increased Limits: During the life of the Contract (agreement) the school district may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

F. Certificates, renewals, and notice of cancellation shall be sent to:

Gallup-McKinley County Schools, Procurement & Business Services Director
P.O. Box 1318, Gallup, New Mexico 87305-1318

X. RESPONSE FORMAT AND ORGANIZATION

A. Number of Responses – Only one (1) proposal may be submitted by each individual entity in response to this solicitation.

B. Required Forms or Input Information – Offerors shall upload forms in Portable Document File (pdf) format and input information which are stated to be required on the GMCS Bonfire eBidding portal.

C. Optional Forms or Input Information – Offerors may upload forms in Portable Document File (pdf) format or input information which are optional, but applicable to the Offeror.

**VIRTUAL SCHOOL
RFP-2025-15KC**

- D. Proposal Format – Proposals must be printed and **limited to FIFTY (50)** of text and/or graphic material. 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. Cost Proposal - only **one (1) cost proposal** is to be submitted. This must be uploaded separately from the Technical Proposal.
 - a. **Offerors are cautioned** that **disclosing cost information in other parts of their proposal, other than where requested** to be input/submitted, may result in **declaring the proposal as Non-Responsive, and will not be evaluated or considered for award.**
 2. Exclusions from Page Limitation—the Cost Proposal and required or optional forms are excluded from the maximum page count.
 3. 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.

XI. 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. **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 in-person or via an online meeting platform. **The District reserves the right to award a contract without holding interviews.**

B. EVALUATION CRITERIA

1. **Experience/Qualifications: Corporate & Key Personnel**
 - a. Identify the specific individual(s) who will be responsible for work performed as presented in the technical proposal. Provide information that documents key personnel's qualifications, background, experience, and availability to perform all aspects of the work.
 - b. Provide evidence and discussion of prior, proven experience as a provider for the scope of work and technical requirements.

30 Points

**VIRTUAL SCHOOL
RFP-2025-15KC**

2. Technical Approach/Methodology: Extent to which the goods/services offered meet the district's requirements and preferences.
- a. Provide a response to all required services and technical response sections with a description of the approach and variety of methods used to meet District needs. **See Sections on pages 6-8**

35 Points

3. Other Value-Added Services: Offerors are encouraged to thoroughly describe any other value-added services and resources they feel may contribute to the success of the program. These should be identified and listed separate from the response to the Technical Approach.

10 Points

4. Cost Proposal: Costs proposed shall be in direct relationship to the services offered in relation to the Scope of Work. **This must be submitted SEPARATE from the Technical Proposal.** The following formula will be used to evaluate

25 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 the Offeror's cost, and then multiplied by the number of available points in the evaluation process to arrive at the final ranking of Offerors.

1. Interview/Product Demonstration: 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 participate in the Interview/Demonstration Process. A portion of the interview will include time for a live demonstration of the proposed solution.

100 Points

GRAND TOTAL POTENTIAL OF 200 POINTS

**VIRTUAL SCHOOL
RFP-2025-15KC**

C. Cost Proposal

1. The Cost Proposal shall provide a clear explanation of how prices will be charged for in-scope services.
 - a. For comparison purposes, the price proposal **MUST** total any proposed costs for deliverables in a total price per student.
 - b. If rates will differ per grade levels, this must be clearly stated.
 - c. For comparison purposes, the total price per student shall assume student is a general education student and does not qualify for Special Education or intervention services.
2. Upload (pdf format) a complete schedule of fees that itemize all proposed costs for deliverables in direct relation to the Technical Approach and Scope of Work.
Price per student shall be clearly identified on this Schedule of Fees.

D. Optional Costs and Alternate Pricing Proposals

1. Optional (Add-on) and Alternate pricing structures may be submitted for consideration, but **CLEARLY LABELED AS ALTERNATE PRICE PROPOSAL**. These Optional or Alternate proposals shall not be used for evaluation and scoring purposes.

E. Final Pricing will be negotiated and included in the Final Contract.

REQUEST FOR PROPOSALS

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 via the GMCS Bonfire eBidding portal prior to the time specified as the “closing” of the solicitation on the portals and in the Advertisement for Proposals. All proposals must be submitted as instructed on the portal. 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 proposal. **NOTE: FAX TRANSMITTAL, ELECTRONIC MAIL (EMAIL) TRANSMITTAL, AND HARDCOPY PROPOSALS WILL NOT BE ACCEPTED.** The portal will not allow for submission of proposals after the “closing” date and time.
2. **Modifications or Withdrawal:** Proposals may be modified or withdrawn prior to the “closing” date and time for the solicitation, by the Offeror on the GMCS Bonfire portal. Withdrawal of a proposal after the closing date and time is governed by applicable procurement regulations.
3. **Proposal Closing and Unsealing of Contents:** The “unsealing” of the proposals shall be conducted in private to maintain the confidentiality of the contents of all proposals. The District may release ONLY the names of the Vendors submitting offers at the time of the unsealing.
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. **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.

6. **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, Offerors 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.
7. **Disclosure of Proposal Contents:**
 - a. Proposals will be kept confidential until negotiations and the award are completed by the District. 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:
 - b. 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.
 - c. Confidential data is restricted to:
 - i. Confidential financial information concerning the Offeror's organization;
 - ii. Data that qualifies as trade secret in accordance with the Uniform Trade Act, §57-3A-1 to 57-3A-7, NMSA 1978
 - iii. PLEASE NOTE: The price of products offered or cost of services proposed **shall not be designated** as proprietary or confidential information.
 - d. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the District 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.
8. **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 solicitation documents, 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.

9. **Offeror Qualifications:** The Evaluation Committee may, via the Procurement Manager, 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.
10. **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 the District which may derive from this RFP. The District entering into a contractual agreement with a vendor will make payments to only the prime contractor.
11. **Subcontractors/Consent:** Use of subcontractors **shall** be clearly explained in the proposal, and major subcontractors must be identified by name. 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.
12. **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 artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.
13. **Evaluation of Proposals:** Proposals shall be evaluated based on 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
14. **No Obligation:** This RFP in no manner obligates the District to eventual rental, lease, purchase, etc. of any equipment, software, or services as offered until a valid written contract is awarded and approved by appropriate authorities.
15. **Termination:** This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the District determines such action to be in the best interest of the District.
16. **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.

17. **Purpose of Discussions:** Discussions may be held to:
 - a. Promote understanding of District's requirement(s) 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.
18. **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.
19. **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.
20. **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.
21. **Payment Terms:** Payment for tangible goods or services shall be in accordance with §13-1-158, NMSA 1978 as amended. Payment will be issued for undisputed invoices after goods have been received or services have been rendered, thirty (30) days after receipt of goods or rendering of services.
22. **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.

23. **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.
24. **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.**
25. **Offeror's Terms and Conditions:** Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the District. The Evaluation Committee or Procurement Manager may, in its sole discretion, evaluate or consider any additional terms and conditions submitted with an Offeror's response. This applies to any language appearing in or attached to the document as part of the Offeror's response. **By execution and delivery of this Request for Proposals and response(s), the Offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect unless expressly accepted by the District.**
26. **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 the District and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.
27. **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.
28. **Right to Protest:** Any bidder, offeror or contractor who is aggrieved in connection with a procurement may protest to the Chief Procurement Officer (CPO) for the District. The protest shall be submitted in writing within 15 calendar days after the facts of the occurrences giving rise thereto §13-1-172, NMSA 1978 as amended.
29. **Protest Bond and Filing of Protest:**
 - a. A Protest Bond in the amount of **Eight Hundred (\$800.00) Dollars** from a surety company authorized to do business in this state, or in the form of a cashier's check made payable to Gallup McKinley County Schools, or cash shall be included with the timely protest to cover the District's administrative costs incurred to administer the protest. In the event that the protest is upheld the Protest bond shall be returned to the protesting bidder. If the protest is disallowed, then the protesting bidder will forfeit the bond to the District.

- b. Protest must be written: Protests must be in writing and addressed to the Chief Procurement Officer.
 - c. Contents: The protest shall:
 - i. include the name and address of the protestant;
 - ii. include the solicitation number;
 - iii. contain a statement of the grounds for protest;
 - iv. include supporting exhibits, evidence or documents to substantiate any claim unless not available within the filing time in which case the expected availability date shall be indicated; and
 - v. specify the ruling requested from the Chief Procurement Officer.
 - d. Pleadings: No formal pleading is required to initiate a protest, but protests should be concise, logically arranged, and direct.
 - e. Time limit: Protests shall be submitted within 15 calendar days after knowledge of the facts or occurrences giving rise to the protest. Any person or business that has been sent written notice of any fact or occurrence is presumed to have knowledge of the fact or occurrence. Posting on the District's website or eBidding portal (Bonfire) is considered public notice in this regard as well.
30. **Contract Renewal:** Except when either party shall provide written notice of termination or that the contract shall expire on the anniversary date, multi-term contracts shall **automatically renew** for an additional term, up to the maximum number of terms stated in any Special Terms and Conditions.
31. **Month to Month Continuation:** After completion of the initial contract term, an agreement may be continued on a month-to-month basis, upon mutual consent of both parties. This agreement may be extended after all renewal terms have expired for a duration, not to exceed six (6) calendar months, for the District to competitively solicit and award same services.
32. **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.
33. **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.
34. **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. Further, other school districts, state agencies or others allowed by law may utilize this solicitation as provided by §13-1-129, NMSA 1978 as amended. GMCS is not responsible for any misuse or misrepresentation of these contracts by contractor or other procurement agencies.

35. **Equal Opportunity Compliance:** 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.” 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.
36. **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.
37. **Procurement Code:** The State of New Mexico Procurement Code and Regulations shall apply.
38. **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.
39. **Information:** If clarification is needed on any part of the solicitation documents as published, please provide question(s) in the Messages Tab, “Vendor Discussions” on the GMCS Bonfire portal. Failure to do so may result in question(s) not being addressed.
40. 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.

GALLUP-MCKINLEY COUNTY SCHOOLS
Virtual (Online) School, Grades K-12
Multi-Year Agreement
No. RFP-2025-15KC


Amendment No. One (1)

THE FOLLOWING REVISIONS, ADDITIONS AND/OR CLARIFICATIONS SHALL FORM A PART OF THE CONTRACT DOCUMENTS AND EACH OFFEROR SHALL INDICATE IN THEIR PROPOSAL, THE RECEIPT OF THIS NUMBERED AMENDMENT. REVISIONS, ADDITIONS, AND/OR CLARIFICATIONS ARE AS FOLLOWS:

This Amendment consists of a total of 18 pages including this cover page. Attached are responses to questions received to date and the District's responses.

The Proposal Receiving Date and Time remains **UNCHANGED**.

DATE: April 23, 2025

BY/S/ 
Katherine Crisler, Procurement Director



1. Sample Personalized Learning Plan

Is it possible to provide a sample of the plan format currently used?

ANSWER: See attached example of the District's Next Step Plan for grades 8-12. All student services should meet the standards established in [NMAC 6 Chapter 29 Part 1](#).

2. Pertaining to Questions I and J of General Requirements

Is this section intended to address part-time/single course student situations as opposed to those enrolled full time? What is the expectation for live instruction in those scenarios?

ANSWER: No. The intent of this solicitation is for an online school for full-time students. A personalized "Next Step Plan" is required for grades 8-12. A successful Offeror will also provide a response on its plans to support academic success and exposure to career options for younger students. All student services should meet the standards established in NMAC 6 Chapter 29 Part 1.

Part-time or credit recovery options may be considered as part of the response to Value Added Services, Evaluation Criteria Item B.3 on page 12 of the RFP document.

3. SIS

What is the SIS the district uses?

ANSWER: Synergy by Edupoint

4. Special Education

What system does the district use as their Special Education/IEP creation tool?

ANSWER: Synergy Edupoint is the system of record, and all IEPs must be compliant with all District Policies, State and Federal Requirements and Laws.

5. State Funding Available

What is the estimated eligible funding per student that each full-time online student generates? If 2025-26 not available, then what was total eligible funding per student for 24-25?

ANSWER: The funding is based upon the demography of the student. Please refer to [NMSA 22-8-18 to NMSA 22-8-25.1](#). Also see the revenue calculator provided by NM PED at this link: [Student Revenue Calculator](#).

6. Committee Makeup

Can you provide the titles of the people chosen for the selection committee?

ANSWER: The committee has not been finalized at this time.

7. Student examinations

Are vendors required to also arrange for students to sit their exams?

ANSWER: Yes. See [NMAC 6 Chapter 29 Part 7](#).

8. Cost proposal

Is there any guidance (or limitations) that GMCS can provide on how to structure our cost proposal?

ANSWER: As listed in the RFP document, Offerors are required to itemize or explain the methods your company will use to invoice for all costs. This is based on your company's pricing methodology. Please refer to responses provided to questions on funding for any potential limitations.

For evaluation only, Offerors may assume there are an equal number of students in all grade levels and that all students are general education with no adjustments based on demographics that may provide additional funding.

For example: 100 Elementary students (K-5), 100 Middle School students (6-8), and 100 High School students (9-12) enrolled, for a total of 300 students.

In the space provided in Bonfire, and if you use the student numbers in this example, divide the total proposed costs by 300, to obtain an average price per student. Enter this \$ amount as a number in the space provided.

Upload an itemized cost proposal that will fully support and explain how your firm decided on the average cost per student number.

It is understood that this is a threshold number, but it must include calculations of any fixed fees or percentages your company plans to charge for administrative and overhead costs.

Final pricing will be negotiated with the awarded company as part of the final contract and shall be based on actual student enrollment and applicable demographics.



9. Certified Teachers Requirement

Is the requirement for NM Certified teachers compulsory or preferred? Can the GMCS accept teachers qualified in other states?

ANSWER: A NM teaching license is mandatory. NM PED publishes requirements including information on reciprocity and alternative licensure on their website:
<https://web.ped.nm.gov/licensure/>

10. Curriculum for core subjects

What curriculum is currently used at GMCS schools for core subjects?

ANSWER: GMCS follows the NM Instructional Scope of State Standards
<https://web.ped.nm.gov/educators/instructional-resources/new-mexico-instructional-scope-nmis/>
and GMCS is willing to provide eligible offeror our scope and sequence. We do follow the Highly Qualified Instructional Material (HQIM) guidance from New Mexico Public Education Department for curricular resources and material adoption.

11. Venue

The RFP states : "Describe where the students will access the virtual school's courses, including whether it is in the home or at a location provided and overseen by the Virtual School."

Is it acceptable for vendors to arrange with parents or GMCS to have the lessons in the home or community venue under parental supervision?

ANSWER: Yes.

12. List of courses

"The virtual school must provide a complete list of course offerings which include core, elective, world language, health, PE, CTE, STEM, dual credit and AP offerings. They must also include any career pathways that are available. How do these courses fulfill the NM graduation requirements?"

Are vendors required to provide all the courses listed above?

ANSWER: No. Your company's response will be evaluated and scored based on a variety that best meets the needs of the District. Please see Evaluation Criteria for potential point values.



13. Course Titles from 24/25 School Year

Do you have a course list of what students did last year? Not the number of students but the course titles in which students earned credits or promotion to the next grade level.

ANSWER:

See attached Course List.

14. Principal Selection

Will the awarded contractor be allowed to help with selecting the principal?

ANSWER: No. GMCS will select.

15. Enrollment by Grade Level

Could you please provide the current enrollment of the online school by grade level. We do understand there is no guarantee this will move forward into next year.

ANSWER: These totals include statewide enrollment. A new provider is not required to absorb all students in the 25-26 school year.

Grade Level	Student Count
KG	196
01	172
02	221
03	211
04	193
05	227
06	291
07	381
08	501
09	515
10	462
11	442
12	287
Grand Total	4,099

16. Number of Students Enrolled

How many students are enrolled in your virtual school? How many per grade-levels (K-5, 6-8, 9-12)?

ANSWER: See response to question 15.



17. Cost per pupil

Based upon the current contract with your current provider, what was the per pupil funding amount provided the vendor for the 23-24 school year? If 24-25 is available, then that is preferred.

ANSWER: The funding is complex and based upon the demography of the student. Please refer to [NMSA 22-8-18 to NMSA 22-8-25.1](#). GMCS is not able to provide an itemized per pupil amount at this time. However, the District can advise that the total calculation for SY23-24 was \$30,710,592.16. SY24-25 is determined after the year is complete.

18. School model

Would the District consider a model where the vendor provides the platform, curriculum, and instruction, but GMCS maintains responsibility for school administration (i.e., recruitment, providing equipment, finances, school operations, etc.)?

ANSWER: No. This solicitation is exclusively for a K-12 Online School that will be administered by the provider, in accordance with the published Scope of Work.

19. Statewide

Do you anticipate having students statewide participating in the virtual school, or only from Gallup-McKinley School district?

ANSWER: Enrollment is statewide.

20. Number of students

How many in-district students by grade level do you expect to serve? Statewide by grade level?

ANSWER: See response to Question 15. The District does not have a minimum enrollment expectation by grade level. However, the provider should ensure space is available for students who require alternative placement to complete a high school education.

The Successful Offeror will closely monitor enrollment per grade based on the capacity and capabilities to successfully educate all students who apply for SY25-26, and while meeting all requirements set forth in [NMAC 6 Chapter 29 Part 1](#).

21. Growth

Does the district expect the program go grow over time? If yes, by how much?

ANSWER: See responses to Questions 15, 19, and 20.



22. Existing Program?

Is there already a program in place? Or will this be a new school in the district?

ANSWER: Yes. The district is currently seeking alternative online solutions that would replace the current program.

23. Existing provider

If there is an existing program already in place, who is the current provider?

ANSWER: Yes. K12 (Stride Learning).

24. Current funding

What is your average weighted per pupil funding for the existing program for 2024?

ANSWER: GMCS is unable to provide this information at this time. We invite you to use the revenue calculator located at think link which is based on 2023-2024 SY data: [Student Revenue Calculator](#).

STUDENT INFORMATION

(HS)

Student Name:

High School Entry Date:

Student State ID Number:

Target Graduation Date:

Student Email Address:

Course of Study:

Birthdate

Age

Check those that apply:

504 Plan☐

IEP☐

ELL☐

SAT☐

Grade Level:

9th Grade☒

10th Grade☐

11th Grade☐

12th Grade☐

School Designee:

Date Initiated:

CAREER GOAL

Career Cluster:

Occupation:

Occupation Skill Sets:

Wage Info:

Occupation Demand:

PERSONAL GOAL

ACADEMIC GOAL

FAMILY AND COMMUNITY SUPPORT SYSTEMS

POST-GRADUATION GOAL

Work Full-Time:

Yes☐

No☐

Work Part-Time:

Yes☐

No☐

Enter the Military:

Yes☐

No☐

Apprenticeship:

Yes☐

No☐

2-Year Training:

Yes☐

No☐

2-Year Degree:

Yes☐

No☐

4-Year Degree:

Yes☐

No☐

Undecided:

Yes☐

Notes:

EXTRA HELP STRATEGIES
(Extra Assistance)

ACADEMIC ENHANCEMENT
OPTIONS/Scholarship
Requirements

EXTRA/CO-CURRICULAR ACTIVITIES

POSTSECONDARY/CAREER
ENHANCEMENT OPTIONS

INDUSTRY CERTIFICATION GOAL

What industry certification will be pursued

Target Date for Completion:

ATTACHMENTS

☐ Interest Inventory

☐ Transcript

☐ Degree Requirements

☐ Assessment Results

☐ Semester Schedule

☐ Course Credit Check

Next Step Plan Template

Certification Completed:

Yes ☐ No ☐

Met Standard

Yes ☐ No ☐

Transition Assessment (required for students receiving special education services) ☐ Other: ☐

(INSERT CAREER CLUSTER LOGO)

PROGRAM OF STUDY: (INSERT PATHWAY) ()

(INSERT SCHOOL LOGO)

Diploma Options (Students with Disabilities):

Standard Diploma ☐

Career Readiness ☐

Ability ☐

	9 TH GRADE	10 TH GRADE	11 TH GRADE	12 TH GRADE
	Course Name	Code	Course name	Code
	State of New Mexico Graduation Requirements			
Mathematics				
English Language Arts				
Social Studies				
Science				
Physical Education				
Cluster/Workplace/Language				
Health Education				
	School District Graduation Requirements			
	Career Pathway Requirements/Elective			
	General Electives			
	Courses Required to be Repeated			
	Mandatory Assessments			
	Optional Assessments			

2 | Page

MARCH 22, 2012

Next Step Plan Template

Codes:	Advanced Placement = AP	Distance Learning = DL	International Baccalaureate = IB	Other:
	Dual Credit = DC	Honors Course = HC	Online Line Class = OL	Other:

This Postsecondary Program of Study should be completed for students in grades 11—12, and is optional for students in grades 9—10.

2 year – College or Program Name:	Degree Name /Training Program:
4 year University Name:	Degree Name:

Year 1		Year 2		
Summer	Fall	Spring	Summer	Spring
General Education Requirements for the POS/Degree/Training Plan				
Degree/Training Emphasis Courses (Major)				
Electives				

Of the courses listed above, highlight those that are transferable to any other NM public higher education institution.

State law at Section 21-1B-1 to 6 NMSA 1978, directs the New Mexico Higher Education Department to establish policies designed to allow core courses successfully completed by students at New Mexico public higher education institutions to guarantee transfer to any other New Mexico public higher education institutions. The listing of transferable courses can be found at <http://hed.state.nm.us>.

Next Step Plan Template

Next Step Plan Signature Page

()

We have reviewed and approved this Next Step Plan (Legal Guardian may be substituted for Parent where applicable)

Parent Name: _____

Phone Number: _____

Email Address: _____

Entering 9 th Grade		Entering 10 th Grade		Entering 11 th Grade		Entering 12 th Grade	
Student Signature	Date	Student Signature	Date	Student Signature	Date	Student Signature	Date
Parent Signature	Date	Parent Signature	Date	Parent Signature	Date	Parent Signature	Date
Print Parent Name		Print Parent Name		Print Parent Name		Print Parent Name	
Parent Signature	Date	Parent Signature	Date	Parent Signature	Date	Parent Signature	Date
Print Parent Name		Print Parent Name		Print Parent Name		Print Parent Name	
School Official Signature	Date	School Official Signature	Date	School Official Signature	Date	School Official Signature	Date

Comments (Entering 9th Grade):

Comments (Entering 10th Grade):

Comments (Entering 11th Grade):

Note: Review the attached Final Next Step Plan at this time in preparation for the senior year.

Comments (Entering 12th Grade):

Select the option(s) you plan to pursue after graduation.

Note: Use *additional pages to address plans of action and follow-up*.

Program Options		Provide information about your selections under Program Options.		Signatures below confirm review and approval of this Final Next Step Plan.	
Bachelor Degree Program:		Student Applied Yes <input type="checkbox"/> No <input type="checkbox"/>	If no, include a plan of action. Yes <input type="checkbox"/> No <input type="checkbox"/>	Student Signature	Date
Name of Degree Plan ➞					
Name Public College/University ➞					
Name Private College/University ➞					
Associate Degree Program:		Student Applied Yes <input type="checkbox"/> No <input type="checkbox"/>	If no, include a plan of action. Yes <input type="checkbox"/> No <input type="checkbox"/>	Parent Signature	Date
Name of Degree Plan ➞					
Name Postsecondary institution ➞					
Trade Certification Program :		Student Applied Yes <input type="checkbox"/> No <input type="checkbox"/>	If no, include a plan of action. Yes <input type="checkbox"/> No <input type="checkbox"/>	School Designee	Date
Name of Certificate program ➞					
Name of Training Institution ➞					
Military Service:		Student Applied Yes <input type="checkbox"/> No <input type="checkbox"/>	If no, include a plan of action. Yes <input type="checkbox"/> No <input type="checkbox"/>	Notes:	
Branch ➞					
Work Study/Apprenticeship Program:		Student Applied Yes <input type="checkbox"/> No <input type="checkbox"/>	If no, include a plan of action. Yes <input type="checkbox"/> No <input type="checkbox"/>		
Career Area of Focus ➞					
Employment:		Student Applied Yes <input type="checkbox"/> No <input type="checkbox"/>	If no, include a plan of action. Yes <input type="checkbox"/> No <input type="checkbox"/>		
Career Area of Focus ➞					
Has the student applied for financial aid/scholarships?		Yes <input type="checkbox"/> No <input type="checkbox"/>	Include a plan for necessary follow-up:		
Has the student applied for campus (or other) housing?		Yes <input type="checkbox"/> No <input type="checkbox"/>	Include a plan for necessary follow-up:		
Has the student arranged transportation?		Yes <input type="checkbox"/> No <input type="checkbox"/>	Include a plan for necessary follow-up:		

CURRENT PROGRAM COURSE LIST

TERM_CODE	COURSE_TITLE
S1	Algebra I (A)
S2	Algebra I (B)
S1	Algebra II (A)
S2	Algebra II (B)
S1	Algebra II (B)
S2	Allied Health Occupations
S1	American History (A)
S1	American History (B)
S2	American History (B)
S2	Anatomy (B)
S1	Anatomy/Physiology I
S1	Applied Math (A)
S2	Applied Math (A)
S1	Applied Math (B)
S2	Applied Math (B)
S2	Art 7
S2	Art 8
S1	Art I
S1	Art I (A)
S2	Art I (B)
S1	Art II (A)
S1	Biology (A)
S2	Biology (B)
S2	Business Management
S1	Career Exploration: Business
S2	Career Exploration: Health Careers
S1	Career Exploration: Health Careers
S1	Career Exploration: Technology
S1	Careers
S2	Careers
S1	CB-Computer Literacy
S1	CB-Flash Animation
S2	CB-Flash Animation
S1	Chemistry (A)
S2	Chemistry (B)
S1	Chemistry (B)
S1	College/Career Readiness (A)
S2	College/Career Readiness (B)
S1	Composition I
S2	Computer Science
S1	Computer Science/Programming
S2	Computer Science/Programming
S2	CR - Algebra I (SEM 2)
S1	CR - Algebra I (SEM 2)
S2	CR - Algebra II (SEM 2)
S1	CR - Algebra II (SEM 2)
S1	CR - American History (SEM 1)
S2	CR - American History (SEM 1)
S2	CR - American History (SEM 2)

CURRENT PROGRAM COURSE LIST

S1	CR - American History (SEM 2)
S2	CR - Biology (SEM 2)
S1	CR - Biology (SEM 2)
S1	CR - Chemistry (SEM 2)
S2	CR - Chemistry (SEM 2)
S2	CR - English I (SEM 2)
S1	CR - English I (SEM 2)
S2	CR - English II (SEM 2)
S1	CR - English II (SEM 2)
S2	CR - English III (SEM 2)
S1	CR - English III (SEM 2)
S2	CR - English IV (SEM 2)
S1	CR - English IV (SEM 2)
S2	CR - Geometry (SEM 2)
S1	CR - Geometry (SEM 2)
S2	CR - World History (SEM 2)
S1	CR - World History (SEM 2)
S1	CR-Algebra I (SEM 1)
S2	CR-Algebra I (SEM 1)
S1	CR-Algebra II (SEM 1)
S2	CR-Algebra II (SEM 1)
S1	CR-Biology (SEM 1)
S2	CR-Biology (SEM 1)
S1	CR-Chemistry (SEM 1)
S2	CR-Chemistry (SEM 1)
S2	CR-Earth Science (SEM 1)
S1	CR-Earth Science (SEM 1)
S1	CR-Economics (SEM 1)
S2	CR-Economics (SEM 1)
S1	CR-English I (SEM 1)
S2	CR-English I (SEM 1)
S1	CR-English II (SEM 1)
S2	CR-English II (SEM 1)
S1	CR-English III (SEM 1)
S2	CR-English III (SEM 1)
S1	CR-English IV (SEM 1)
S2	CR-English IV (SEM 1)
S1	CR-Geometry (SEM 1)
S2	CR-Geometry (SEM 1)
S2	CR-Government (SEM 1)
S1	CR-Government (SEM 1)
S1	CR-Physical Science (SEM 1)
S2	CR-Physical Science (SEM 1)
S2	CR-Physical Science (SEM 2)
S1	CR-World History (SEM 1)
S2	CR-World History (SEM 1)
S1	Database Design & Programming
S2	Database Design & Programming
S1	Digital Media
S1	Earth Science (Lab)

CURRENT PROGRAM COURSE LIST

S2	Earth Science (Lab)
S1	Economics (B)
S2	Economics (B)
S2	Electronic Health Records
YR	Elementary Art 1
YR	Elementary Art 2
YR	Elementary Art 3
YR	Elementary Art 4
YR	Elementary Art 5
YR	Elementary Art K
YR	Elementary PE 4
S1	Employability Skills (HS)
S2	Employability Skills (HS)
YR	Employability Skills (HS)
S1	Employability Skills 10 (A)
S2	Employability Skills 10 (B)
S1	Employability Skills 11 (A)
S2	Employability Skills 11 (B)
S1	Employability Skills 12 (A)
S2	Employability Skills 12 (B)
S1	Employability Skills 9 (A)
S2	Employability Skills 9 (B)
S1	English I (A)
S2	English I (B)
S1	English II (A)
S2	English II (B)
S1	English III (A)
S2	English III (B)
S1	English III (B)
S1	English IV (A)
S2	English IV (A)
S1	English IV (B)
S2	English IV (B)
S1	Entrepreneurship
S2	Entrepreneurship II
S1	Explore & Prob Solving
S2	Explore & Prob Solving
S2	Family & Consumer Science
YR	Fifth Grade
S2	Film & Digital Media I
S1	Film & Digital Media I
S2	Film & Digital Media II
S2	Film & Digital Media II (B)
S1	Financial Literacy (A)
YR	First Grade
S1	Fitness/Conditioning (A)
S2	Fitness/Conditioning (B)
YR	Fourth Grade
S2	Game Design
S1	Game Design

CURRENT PROGRAM COURSE LIST

S1	Geography
S2	Geography
S1	Geometry (A)
S2	Geometry (B)
S2	Government
S1	Government
S2	GUILD Internship
S2	Health
S1	Health
S1	HS-Physical Education (A)
S2	HS-Physical Education (A)
S2	HS-Physical Education (B)
S1	Insurance Billing & Coding Essls
S2	Intro to Programming
S2	Introductory Finance
YR	Kindergarten
S1	Lang & Comm
S2	Lang & Comm
S2	Language & Communications 108 (B)
YR	Language Arts 1
YR	Language Arts 2
YR	Language Arts 3
YR	Language Arts 4
YR	Language Arts 5
S1	Language Arts 6 (A)
S2	Language Arts 6 (B)
S1	Language Arts 7 (A)
S2	Language Arts 7 (B)
S1	Language Arts 8 (A)
S2	Language Arts 8 (B)
YR	Language Arts K
S1	Marching Band
S1	Market Research (A)
S2	Marketing I
YR	Math 1
YR	Math 2
YR	Math 3
YR	Math 4
YR	Math 5
S1	Math 6 (A)
S2	Math 6 (B)
S1	Math 7 (A)
S2	Math 7 (B)
YR	Math K
S1	Measure/Comp/Analysis
S2	Measure/Comp/Analysis
S2	Measure/Comp/Analysis 108
S1	Medical Office Procedures & Admin
S1	Medical Terminology (A)
S2	Medical Terminology (B)

CURRENT PROGRAM COURSE LIST

S2	MS Career Exploration Business
S1	MS Career Exploration -General (A)
S2	MS Career Exploration -General (B)
S2	MS Health & Development
S1	MS Health & Development
S2	MS MUSIC
S1	MS MUSIC
S1	MS-Careers
S2	MS-Careers
S1	MS-Computers (A)
S2	MS-Computers (B)
S2	MS-Computers I
S2	MS-Intro to Internet
S1	MS-Intro to Internet
S1	MS-Spanish Language/Culture (A)
S2	MS-Spanish Language/Culture (A)
S1	Music Appreciation
S2	Music Appreciation
S1	New Mexico History
S2	New Mexico History
S2	New Mexico History 7 (B)
S1	Nursing Assistant
S2	Nursing Assistant
S2	PE 6
S1	PE 6
S1	Percussion Instruments
S1	Physical Science (Lab)
S2	Physical Science (Lab) B
S1	Pre Algebra (A)
S2	Pre Algebra (B)
S1	Pre Calculus (A)
S2	Pre Calculus (B)
S2	Psychology
S1	Psychology
S1	Public Speaking
S2	Public Speaking
YR	Reading 1
YR	Reading K
YR	Science 1
YR	Science 2
YR	Science 3
YR	Science 4
YR	Science 5
S1	Science 6 (A)
S2	Science 6 (B)
S1	Science 7 (A)
S2	Science 7 (B)
S1	Science 8 (A)
S2	Science 8 (B)
YR	Science K

CURRENT PROGRAM COURSE LIST

YR	Second Grade
YR	Social Studies 1
YR	Social Studies 2
YR	Social Studies 3
YR	Social Studies 4
YR	Social Studies 5
YR	Social Studies K
S1	Society
S2	Society
S1	Spanish Language I (A)
S2	Spanish Language I (B)
S1	Spanish Language II (A)
S2	Spanish Language II (B)
S1	Study Skills
S2	Study Skills
YR	Third Grade
S1	United States History 8 (A)
S2	United States History 8 (B)
S1	Web Design
S2	Web Design
S1	WEB Publishing
S2	WEB Publishing
S1	Work Experience (A)
S2	Work Experience (B)
S1	Work Study
S2	Work Study
S1	World History (A)
S2	World History (B)
S1	World History 6 (A)
S2	World History 6 (B)

EXHIBIT B

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled 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 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

“Family member” means a 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 [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: _____
(This field must be completed by the issuing State Agency. In most cases, the official identified will be the current Governor of New Mexico and Lieutenant Governor. If a local public body is using this template for their RFPs, it must complete this field with the applicable elected official(s).)

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)

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

Notice To Customer

The purchase of an indemnity bond may be required before any cashier's check of this bank will be replaced in the event it is lost, misplaced, or stolen.



239002482

DATE: May 30, 2025

82-719
1070

Remitter(s): RODEY DICKASON
SLOAN AKIN & ROBB PA

PAY TO THE ORDER OF ***GALLUP-MCKINLEY COUNTY SCHOOLS***
MEMO: PROTEST FEE ON ISSUANCE
RFP-2025-15KC

\$800.00

Eight Hundred Dollars and No Cents

CASHIER'S CHECK



AUTHORIZED SIGNATURE

Details on Back.

Security Features Included.

⑈ 239002482 ⑈

⑆ 107005953⑆

072184⑈