Carlsbad Municipal Schools



Request for Proposals

RFP # 2024-2025-07

Professional Development for Instructional Leaders, Teachers, and School Leaders

RFP SCHEDULE

	KII SCHEDELE				
	<u>Action</u>	Responsibility	<u>Date & Time</u>		
1.	RFP Issued	Carlsbad Municipal Schools	April 10, 2025		
2.	Deadline for Acknowledgement of Receipt Form	Potential Offerors	April 15, 2025		
3.	Deadline to Submit Questions	Potential Offerors	April 15, 2025 @ 2:00 P.M. (Mountain Time)		
4.	Response to Questions	Carlsbad Municipal Schools	April 18, 2025		
5.	RFP Due Date and Time	Offerors	May 9, 2025 @ 2:00 P.M. (Mountain Time)		
Pro	Proposals must be received by the due date and time. No late proposals will be accepted.				
6.	Proposal Evaluation	Evaluation Committee	TBD		
7.	Contract Award	Carlsbad Municipal Schools	TBD		

RFP Chief Procurement Officer Information

Name	Crystal Gonzalez
Phone Number	(575) 234-3300
E-Mail	<u>Crystal.Gonzalez@carlsbadschools.net</u>

Any inquiries or requests regarding clarification of this RFP document shall be submitted to the CPO in writing. Offerors shall contact ONLY the CPO regarding the terminology stated in the procurement documents. Any other communication will be considered unofficial and non-binding.

Mandatory Documents

Appendix B	Letter of Transmittal Form
Appendix C	New Mexico Employees Health Coverage Form
Appendix D	Campaign Contribution Disclosure Form
Appendix E	Conflict of Interest, Non-Collusion, and Debarment/Suspension Form
Appendix F	Statement of Confidentiality Form
Appendix G	Signature Page

RFP Submittal

Proposals must be submitted electronically via electronic bidding system (Vendor Registry) by required date and time as noted on RFP document.

 $\underline{https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=carlsbad-municipal-schools-nm-vendor-registration$

Please upload one file that contains all documentation in Vendor Registry, EXCEPT COST, which shall be submitted in a separate file through Vendor Registry.

Offerors understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Offerors also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. Offerors are strongly encouraged to review, create, and submit all electronic RFP responses several days in advance of the due date and time.

RFP Term

A proposal is requested for professional development for instructional leaders, teachers, and school leaders. This proposal may be renewed for up to seven (7) additional school years, which begin on July 1, 20xx and end on June 30, 20xx. RFP renewals for each school year must be mutually agreed upon by both parties prior to July 1, 20xx of each subsequent year. Annual renewals are contingent on approval of the Board of Education.

TABLE OF CONTENTS

I.	INTRODUCTION		
	1.0 Overview		5
	1.1	Purpose of this Request for Proposal	5
	1.2	Scope of Procurement	5
	1.3	Chief Procurement Officer	5
	1.4	Definitions of Terminology	6
II.	CONDITIONS G	OVERNING THE PROCUREMENT	
	2.0 Overview	V	7
	2.1	Sequence of Events	7
	2.2	Explanation of Events	8
	2.2.1	Issue of RFP	8
	2.2.2	Return of Acknowledgments of Receipt Form for Distribution List	8
	2.2.3	Deadline to Submit Written Questions	8
	2.2.4	Response to Questions	8
	2.2.5	Submission of Proposals	8
	2.2.6	Proposal Evaluation	9
	2.2.7	Selection of Finalists	9
	2.2.8	Contract Award	9
	2.2.9	Protest Deadline	9
	2.3 General l	Requirements	10
	2.3.1	Acceptance of Conditions Governing the Procurement	10
	2.3.2	Incurring Cost	10
	2.3.3	Contractor Responsibility	10
	2.3.4	Subcontractors	10
	2.3.5	Amended Proposals	10
	2.3.6	Offeror's Rights to Withdraw Proposal	10
	2.3.7	Disclosure of Proposal Contents	10
	2.3.8	No Obligation	11
	2.3.9	RFP Cancellation	11
	2.3.10	Sufficient Appropriation	11
		Legal Review	11
		Governing Law	11
	2.3.13	Basis for Proposal	11
	2.3.14	Contract Terms and Conditions	12
	2.3.15	Offeror's Terms and Conditions	12
	2.3.16	Contract Deviations	12
	2.3.17	Offeror Qualifications	12
	2.3.18	Right to Waive Minor Irregularities	12
		Change in Contractor Representatives	12
		Notice of Penalties	13

	2.3.21	Agency Rights	13
		Right to Publish	13
		Ownership of Proposals	13
		Confidentiality	13
	2.3.25	New Mexico Employees Health Coverage	13
		Use of Federal Funds	14
III.	RESPONSE FOR	RMAT AND ORGANIZATION	
	3.0 Overview	1	14
	3.1	Proposal Format	14
IV.	SPECIFICATION	NS	
	4.0 Overview		15
	4.1	Scope of Work	15
	4.2	New Mexico Employee Health Coverage Form	19
	4.3	Campaign Contribution Disclosure Form	19
	4.4	Letter of Transmittal	19
	4.5	Disclosure Regarding Responsibility	20
	4.6	Conflict of Interest and Debarment/Suspension	21
	4.7	Statement of Confidentiality Form	21
	4.8	References	22
	4.9	New Mexico Preferences	22
V.	EVALUATION		
	5.0 Overview	V	22
	5.1	Proposal Evaluation Criteria	22
	5.2	Evaluation Process	23
	5.3	Proposal Evaluation	24
	5.4	Point Calculations	24
	5.5	Notice of Award	24

I. INTRODUCTION

1.0 Overview

The Carlsbad Municipal Schools seeks proposals in accordance with the specifications contained in this Request for Proposal (RFP).

1.1 Purpose of this Request for Proposal

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for professional development for instructional leaders, teachers, and school leaders.

1.2 Scope of Procurement

The Carlsbad Municipal Schools is accepting proposals from qualified providers to deliver professional development designed to enhance instructional practices, improve student engagement, and strengthen school culture. This professional development should provide tailored training for instructional leaders, teachers, and school leaders for CMS District. This proposal may be renewed for up to seven (7) additional school years, which begin on July 1, 20xx and end on June 30, 20xx. RFP renewals for each school year must be mutually agreed upon by both parties prior to July 1, 20xx of each subsequent year. Annual renewals are contingent on approval of the Board of Education.

1.3 Chief Procurement Officer

1. Carlsbad Municipal Schools has assigned a Chief Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone/fax number, and e-mail address are listed below:

Name: Crystal Gonzalez

Address: 408 North Canyon Street

Carlsbad, NM 88220

Telephone: (575) 234-3300 Fax: (575) 234-3366

Email: <u>Crystal.Gonzalez@carlsbadschools.net</u>

2. Any inquiries or requests regarding this procurement shall be submitted, in writing, to the Chief Procurement Officer.

Offerors must contact ONLY the Chief Procurement Officer regarding the procurement.

Other Carlsbad Municipal School Employees do not have the authority to respond on behalf of CMS.

1.4 Definitions of Terminology

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

- "Agency" or "CMS" means Carlsbad Municipal Schools
- "Award" or "Award of Contract" shall mean a formal written notice by CMS that CMS has selected a firm to enter into a contract for service.
- "Carlsbad Municipal Schools Employee" means any employee of the Carlsbad Municipal Schools, performing work for any school or department regardless of the location of the employer's office or offices.
- "Chief Procurement Officer" means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.
- "Close of Business" means 4:30 PM Monday Thursday, and 4:00 PM on Friday Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.
- "Contract" means any agreement for the procurement of items of tangible personal property, services or construction derived from RFP.
- "Contractor" means a successful Offeror who enters into a binding contract.
- "Deliverable" means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.
- "Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").
- "Determination" means the written documentation of a decision of the Chief Procurement Officer including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.
- **"Employer"** means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a "New Mexico Employee". Such definition does not include governmental entities.
- **"Evaluation Committee"** means a body appointed by the Carlsbad Municipal Schools to perform the evaluation of Offeror proposals.
- **"Evaluation Committee Report"** means a report prepared by the Chief Procurement Officer and the Evaluation Committee. It contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.
- "Mandatory" The terms "must", "shall", "will", "is required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

- "Offer or Proposal" Information and materials submitted by an Offeror in response to this RFP as described below, whether or not a responsive offer.
- "Offeror" is any person, corporation, or partnership who chooses to submit a proposal.
- "Request for Proposals (RFP)" means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- "Requirements" are obligatory and mean the system functions that are related to the organization's goals and business opportunities. Requirements are defined by the project team and are usually prioritized.
- "Responsive Offeror Responsive Proposal" means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity, or delivery requirements.
- "Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources production, or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.
- "Solicited and Awarded" means an ITB or RFP was made available to the general public, through any means.

II. CONDITIONS GOVERNING THE PROCUREMENT

2.0 Overview

This section of the document contains the RFP schedule for the procurement, describes the major procurement events and milestones and specifies general conditions governing the procurement.

2.1 Sequence of Events

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

	<u>Action</u>	Responsibility	Date & Time		
1.	RFP Issued	Carlsbad Municipal Schools	April 10, 2025		
2.	Deadline for Acknowledgement of Receipt Form	Potential Offerors	April 15, 2025		
3.	Deadline to Submit Questions	Potential Offerors	April 15, 2025 @ 2:00 P.M. (Mountain Time)		
4.	Response to Questions	Carlsbad Municipal Schools	April 18, 2025		
5.	RFP Due Date and Time	Offerors	May 9, 2025 @ 2:00 P.M. (Mountain Time)		
Pro	Proposals must be received by the due date and time. No late proposals will be accepted.				
6.	Proposal Evaluation	Evaluation Committee	TBD		
7.	Contract Award	Carlsbad Municipal Schools	TBD		

[&]quot;Solicitations" means ITBs and RFPs.

2.2 Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph 2.1

2.2.1 Issue of RFP

This RFP is being issued by the Purchasing Department of the Carlsbad Municipal Schools.

2.2.2 Return of Acknowledgements of Receipt Form for Distribution List

Potential Offerors **may** return the "Acknowledgement of Receipt Form" that accompanies this document (See Appendix A). This form **must** be signed by an authorized representative of the organization and delivered to the Chief Procurement Officer no later than the date specified in the Sequence of Events.

2.2.3 Deadline to Submit Written Questions

Potential Offerors **may** submit written questions as to the intent or clarity of this RFP until close of business on the date specified in the Sequence of Events. <u>All written questions **must**</u> be submitted electronically via electronic bidding system (Vendor Registry) by required date and time as noted on RFP document.

2.2.4 Response to Questions

Responses to written questions will be made available via electronic bidding system (Vendor Registry) and posted by the date and time as noted on the RFP Schedule.

It is the responsibility of every Offeror to ensure they have downloaded the latest version of each solicitation, including any amendments which may have been issued, by revisiting Vendor Registry prior to the due date before submitting their response to the Carlsbad Municipal Schools. Any amendments must be acknowledged in the RFP response. Failure to sign and return any amendments may be considered as non-responsive and RFP response may be rejected.

2.2.5 Submission of Proposals

Proposals must be submitted electronically via electronic bidding system (Vendor Registry) by required date and time as noted on the RFP Schedule.

 $\underline{https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=carlsbad-municipal-schools-nm-vendor-registration}$

Offerors understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Offerors also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents.

Offerors are strongly encouraged to review, create, and submit all electronic RFP responses several days in advance of the due date and time.

2.2.6 Proposal Evaluation

The evaluation of proposals will be performed by the Evaluation Committee (EC). During this time, the Chief Procurement Officer may initiate discussion with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

2.2.7 Selection of Finalists

The Evaluation Committee will select finalists and the Chief Procurement Officer will notify the finalist Offeror (s).

2.2.8 Contract Award

After review of the Evaluation Committee Report, Carlsbad Municipal Schools will award the contract on the date listed in the Sequence of Events. This date is subject to change at the discretion of the CMS Chief Procurement Officer. This contract shall be awarded to the Offeror whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

2.2.9 Protest Deadline

- 1. Any bidder or Offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Department. The protest shall be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. (NMSA 1978, §13-1-172). The protest must be in writing and delivered to the Purchasing Department, 408 N. Canyon St. Carlsbad, NM 88220.
- 2. In the event of a timely protest, the Purchasing Department and Contracting Agency shall not proceed further with the procurement unless the Purchasing Department makes a determination that the award of the contract is necessary to protect substantial interests of the local public body. (NMSA 1978, §13-1-173).
- 3. The Purchasing Department or designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved bidder or Offeror. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees. (NMSA 1978, §13-1-174).
- 4. Pursuant to NMSA 1978, §13-1-175, the Purchasing Department or designee shall promptly issue a determination relating to the protest. The determination shall:
 - A. State the reason for the action taken; and
 - B. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1-183.
- 5. A copy of the determination issued under NMSA 1978, §13-1-175 of the Procurement Code shall immediately be mailed to the protestant and other bidders or Offerors involved in the procurement in compliance with NMSA 1978, §13-1-176.

2.3 General Requirements

This procurement will be conducted in accordance with the State Procurement Code, Chapter 13-1-28 thru 13-1-199 NMSA 1978 and applicable procurement regulations.

2.3.1 Acceptance of Conditions Governing the Procurement

Offerors **must** indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2.3.2 Incurring Cost

Any cost incurred by the Offeror in preparations, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

2.3.3 Contractor Responsibility

The contractor shall solely be responsible for performance under this contract.

2.3.4 Subcontractors

The use of subcontractors is allowed. If utilized, the prime contractor shall be solely responsible for the entire performance of the contract.

2.3.5 Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. CMS personnel will not merge or assemble proposal materials.

2.3.6 Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Chief Procurement Officer.

2.3.7 Disclosure of Proposal Contents

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

Confidential data is restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Carlsbad Municipal Schools Chief Procurement Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

2.3.8 No Obligation

The procurement in no manner obligates the Carlsbad Municipal Schools or any of its departments or schools to the use of Offeror services until a valid written contract and/or purchase order is approved.

2.3.9 RFP Cancellation

This RFP may be canceled at any time and any/all proposals may be rejected in whole or in part when the Purchasing Department determines such action to be in the best interest of the Carlsbad Municipal Schools.

2.3.10 Sufficient Appropriation

The terms of any contract entered into are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of such agreements. If sufficient appropriations and authorization are not made by the Legislature, such agreements shall terminate upon a written notice being given by the Purchasing Department to the Contractor. The Purchasing Department's decision as to whether appropriations are available shall be accepted by the Contractor and shall be final.

2.3.11 Legal Review

The Agency requires that all Offerors agree to be bound by the general requirements as stated in this RFP. Any Offeror concerns must be promptly brought to the attention of the Chief Procurement Officer.

2.3.12 Governing Law

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

2.3.13 Basis for Proposal

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

2.3.14 Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified and contain the terms and conditions set forth in the "Scope of Work". However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to or modifications of those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the Agency's terms and conditions, that Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

2.3.15 Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Agency.

2.3.16 Contract Deviations

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

2.3.17 Offeror Qualifications

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

2.3.18 Right to Waive Minor Irregularities

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

2.3.19 Change in Contractor Representatives

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

2.3.20 Notice of Penalties

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

2.3.21 Agency Rights

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

2.3.22 Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or work which may derive from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

2.3.23 Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the Agency.

2.3.24 Confidentiality

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

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Agency's written permission. Moreover, confidential information includes software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Contractor(s) will not remove any copyright, trademark, and other proprietary rights notice from the licensed software of related materials.

2.3.25 New Mexico Employees Health Coverage

- 1. If Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror certifies, by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and CMS exceed \$250,000 dollars.
- 2. Offeror agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons.

3. Offeror agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://www.bewellnm.com/

2.3.26 Use of Federal Funds

If revenues are derived primarily from federal sources; federal law prohibits application of any residential and veteran's preferences when the expenditure of federal funds designated for specific purchases is involved.

III. RESPONSE FORMAT AND ORGANIZATION

3.0 Overview

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

3.1 Proposal Format

Proposals shall not exceed seventy-five (75) single sided pages total for all of the sections listed below. Each sheet face that is printed with text or graphics counts as one page. The page limit does not include Table Contents, Section Dividers, Letter of Transmittal and Required Forms. Please upload one file that contains all documentation, EXCEPT COST, which shall be submitted in a separate file through Vendor Registry.

 $\underline{https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=carlsbad-municipal-schools-nm-vendor-registration$

PROPOSAL ORGANIZATION:

- 1. Original Acknowledgement of Receipt Form (Appendix A)
- 2. Letter of Transmittal Form (Appendix B)
- 3. Table of Contents
- 4. Response to Specifications/Scope of Work
 - a. Detailed description of proposed items to be provided and how the items will be provided.
 - b. <u>Detailed cost analysis of the proposed items to be provided in a separate file through Vendor Registry.</u>
- 5. New Mexico Employees Health Coverage Form (Appendix C)
- 6. Campaign Contribution Disclosure Form (Appendix D)
- 7. Conflict of Interest, Non Collusion, and Debarment/Suspension Form (Appendix E)
- 8. Statement of Confidentiality Form (Appendix F)
- 9. Signature Page (Appendix G)
- 10. Addendum(s) if applicable

IV. SPECIFICATIONS

4.0 Overview

This section contains the mandatory and desirable specifications as well as related information. Offerors must respond to the mandatory specifications of this RFP providing the required responses, documentation, or assurances. Failure to respond to a desirable requirement will result in zero (0) points being awarded for that specification.

4.1 Scope of Work

The Carlsbad Municipal Schools is accepting proposals from qualified providers to deliver professional development designed to enhance instructional practices, improve student engagement, and strengthen school culture. This professional development should provide tailored training for instructional leaders, teachers, and school leaders.

This proposal may be renewed for up to seven (7) additional school years, which begin on July 1, 20xx and end on June 30, 20xx. RFP renewals for each school year must be mutually agreed upon by both parties prior to July 1, 20xx of each subsequent year. Annual renewals are contingent on approval of the Board of Education.

Project Objectives

The selected providers will:

- 1. Equip instructional leaders and educators with research-based teaching techniques.
- 2. Provide training models that are adaptable for both Train-the-Trainer and Direct-to-Teacher formats.
- 3. Offer specialized sessions focusing on school culture leadership, foundational literacy, student engagement strategies, academic systems and routines, and checking for understanding.
- 4. Implement data-driven coaching and professional learning strategies to support educator growth and student achievement.
- 5. Provide leadership development and consulting services for school and district administrators.
- 6. Ensure professional development content is actionable and immediately applicable in the classroom.
- 7. Will provide a comprehensive program designed to enhance school culture by fostering positive relationships among students, teachers, and staff.

The provider shall deliver workshops across the following categories:

1. Train-the-Trainer & Direct-to-Teacher Workshops

- **Train-the-Trainer Model:** Prepares instructional leaders and school leadership teams to deliver professional learning at their respective schools.
- **Direct-to-Teacher Model:** Provides teachers with direct instruction on effective techniques for immediate classroom implementation.

2. School Culture Leader Cohort Training

Designed for Deans, Assistant Principals, and other school culture leaders to strengthen their ability to build and maintain a positive school culture.

- Effective techniques for school culture leadership
- Practice activities for real-world application
- Implementation strategies for professional development
- Networking and collaboration opportunities

3. Reconnect: Building Belonging in the Classroom

Supports teachers in fostering community and connection through:

- Habits of Discussion
- Habits of Attention
- Peer-to-Peer Affirmations

4. Foundational Literacy Training

Focused on early elementary literacy instruction, this half-day workshop includes:

- Effective teaching strategies for reading instruction
- Video analysis of high-impact teaching practices
- Hands-on planning and practice sessions

5. Student Engagement and Knowledge Building Workshop

Focused on cognitive engagement and knowledge retention, covering:

- Writing techniques (Silent Solo, Everybody Writes)
- Discussion strategies (Turn and Talk, Habits of Discussion)
- Effective questioning methods
- Knowledge-building strategies (Vocabulary Instruction, Retrieval Practice, Knowledge Organizers)

6. Academic Systems and Routines Workshop

Focused on optimizing academic systems, featuring:

- Silent Solo
- Turn and Talk
- Means of Participation
- Habits of Discussion
- Systems and Routines

7. Check for Understanding Workshop

Focused on assessing student comprehension, covering:

- Lesson preparation and planning for errors
- Gathering data through observation and questioning
- Creating a culture where mistakes are learning opportunities
- Retrieval Practice and Durable Learning

8. Building Strong Classroom Culture Workshop

Support classroom culture development through:

- Effective classroom management techniques
- Establishing strong voice and presence
- Positive reinforcement and precise praise
- Systems and routines for student engagement

9. Data-Driven Coaching & Professional Learning

- Implement a structured coaching plan incorporating data analysis, goal setting, and progress monitoring.
- Support 90-day plans (90 DPs), Professional Learning Communities (PLCs), Observation and Feedback Coaching Cycles (OFCCs), and Positive Behavioral Interventions and Supports (PBIS).
- Provide accountability measures to track educator growth and student progress.
- Support the work done in NMPED programs RISE, THRIVE, and LEAD.

10. School Improvement & Transformation

- Assist in developing and sustaining school improvement and transformation initiatives.
- Guide school leadership teams in rethinking roles and responsibilities to maximize student achievement.
- Support NM School DASH planning processes and structures.
- Support the work done in NMPED programs RISE, THRIVE, and LEAD.

11. Leadership Development & Consulting Services

- Provide executive-level professional learning for educational leaders.
- Offer workshops on research-based educational leadership competencies and best practices.
- Develop and implement training for school and district leaders to enhance leadership capacity.
- Support the work done in NMPED programs RISE, THRIVE, and LEAD.

12. Technical Assistance & External Program Review

- Conduct assessments and provide actionable recommendations for continuous improvement.
- Deliver ongoing technical assistance to ensure the successful implementation of school reform efforts.
- Provide external program evaluations for professional learning effectiveness.

13. Cooperative Learning Strategies

- Implement research-based collaborative learning structures that promote student engagement.
- Foster cooperative learning techniques that encourage positive interdependence, individual accountability, and equal participation.
- Incorporate structured group interactions that maximize learning outcomes and classroom management efficiency.

14. Positive School Culture

- Develop relational and communication skills among staff and students to build a culture of respect and trust.
- Implement strategies that create an emotionally safe and connected school environment.
- Provide professional development for educators to improve classroom management and student engagement.
- Equip school leadership with tools to sustain and reinforce a positive school climate.
- Improve student behavior, academic performance, and social-emotional well-being through relational techniques.

Deliverables

The Offeror shall deliver:

- Comprehensive workshop materials, including handouts, videos, and guides
- Interactive training sessions with opportunities for practice and feedback
- Post-training resources for ongoing implementation and reinforcement
- A schedule of available workshop dates to align with CMSD's professional learning calendar

Proposal Requirements

Interested vendors should submit the following:

- A detailed description of the proposed program and methodology.
- Evidence of prior success in improving school culture and student engagement.
- Resumes of key personnel delivering the program.
- A timeline for implementation and completion.
- A cost breakdown and pricing structure.

I-9, Employment Eligibility Verification:

Contractor hereby verifies upon award that it has confirmed the legal ability of all its employees to work in the United States. Contractor will keep on file in the contractor's office for inspection by the District upon request, a properly completed I-9, or other acceptable document for each employee who is not a United State citizen, and shall assure that adequate documentation is requested by the Contractor whenever an employee's right to work is subject to reasonable question.

Equal Employment Opportunity/Non-Discrimination:

In the performance of this Contract, Contractor agrees that it will not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, economic or governmentally subsidized status, or military and veteran status of any person of such persons.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

Independent Contractor:

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of CMS. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through CMS.

4.2 New Mexico Employee Health Coverage Form

The Offeror must agree with the terms, complete, signed, and include the New Mexico Employees Health Coverage Form (Appendix C) with their proposal.

4.3 Campaign Contribution Disclosure Form

Offeror must complete, sign, and include the Campaign Contribution Disclosure Form (Appendix D) with their proposal.

4.4 Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX B must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

- 1. Identify the submitting business entity.
- 2. Identify the name, title, e-mail address, and telephone/fax number of the person authorized to <u>contractually obligate</u> on behalf of the organization.
- 3. Identify the name, title, e-mail address, and telephone/fax number of the person authorized to <u>negotiate the</u> contract on behalf of the organization (if different than (2) above).

- 4. Identify the name, title, e-mail address, and telephone/fax number of the person to be contacted for <u>clarification/questions</u> regarding proposal content.
- 5. Identify the following with a check mark and signature where required:
 - a. **Explicitly:** Indicate acceptance of the Conditions Governing the Procurement stated in Section II.
 - b. **Explicitly:** Indicate acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
- 6. Be signed by the person identified in paragraph 2 above.

4.5 Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than twenty thousand dollars (\$20,000) with the Carlsbad Municipal School District for professional services, tangible personal property, services, or construction, agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - 1. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - 2. Has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. Violation of Federal or state antitrust statutes related to the submission of offers, or
 - c. The commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
 - 3. Is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 - 4. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000,000 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required.

A taxpayer is not delinquent in cases where enforced collection action is precluded.

- c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Chief Procurement Officer if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document.

 The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. This disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the contractor must provide immediate written notice to the Carlsbad Municipal School District or other party to this agreement.

If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Carlsbad Municipal School District may terminate the involved contract for cause. Still further, the District may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the District.

4.6 Conflict of Interest and Debarment/Suspension Form

Offeror must complete, sign, and include the Conflict of Interest, Non-Collusion, and Debarment/Suspension Form (Appendix E) with their proposal.

4.7 Statement of Confidentiality Form

Offeror must complete, sign, and include the Statement of Confidentiality (Appendix F) with their proposal.

4.8 References

The proposals shall include external references from clients who receive similar services for this area. CMS reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror. The minimum information that shall be provided about each reference is:

- a. Name of individual or company services were provided for;
- b. Address of individual or company;
- c. Name of contact person;
- d. Telephone number of contact person;
- e. E-mail address of contact person;
- f. Type of services provided and dates services were provided.

4.9 New Mexico Preferences

RFPs may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business or Native America Resident Business or Resident Veteran Business or 6 Revised 6/2022 Native American Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business

The New Mexico Preferences shall not apply when the expenditure for this RFP includes federal funds.

V. EVALUATION

5.0 Overview

The following paragraphs of this section describe the method of evaluating Offerors proposals. **Note: FAILURE** to adequately address and meet the requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

5.1 Proposal Evaluation Criteria

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 1978, §13-1-21, for New Mexico In-State Resident Business, Native American Resident Business, New Mexico Resident Veteran Business or Native American Resident Veteran Business. If proposal is a Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by each business. Obtain more information:

 $\frac{http://tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx}{https://www.generalservices.state.nm.us/statepurchasing/vendorpreferencelist.aspx}$

Please Note: An Offeror cannot be awarded both a resident contractor preference and a resident veteran contractor preference or a Native American resident contractor preference and a Native American resident veteran contractor preference. The Preference(s) does not apply if CMS is utilizing federal funds.

Evaluation Criteria

Program Effectiveness & Alignment	25 points
Vendor Experience & Qualifications	25 points
Implementation & Support Plan	25 points
Assessment & Continuous Improvement	25 points
Total Possible Points	100 points
New Mexico Resident Business or Native American Resident Business Preference: Eight percent of the total possible points to a resident contractor or Native American resident contractor. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department	8 points
Veteran New Mexico Resident Business or Native American Resident Veteran Business Preference: • Ten percent of the total possible points to a resident veteran contractor or Native American resident veteran contractor. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.	10 points
Total Possible Awarded Points	100 -110 points

Evaluation Criteria:

- 1. **Program Effectiveness & Alignment (25 points)**: Assess how well the proposed program aligns with the district's goals, including its effectiveness in fostering a positive school culture, improving student behavior, and enhancing educator-student relationships.
- 2. **Vendor Experience & Qualifications (25 points):** Evaluate the vendor's track record, expertise in professional development, and experience working with K-12 institutions, ensuring they have a history of successful implementation.
- 3. **Implementation & Support Plan (25 points):** Consider the feasibility of the vendor's proposed implementation timeline, training resources, and ongoing support, including coaching and follow-up services.
- 4. **Assessment & Continuous Improvement (25 points):** Examine how the vendor plans to measure success, gather feedback, and adjust strategies to ensure long-term effectiveness.

5.2 Evaluation Process

Offeror will be evaluated in general compliance with the provisions provided below.

- 1. All Offeror proposals will be reviewed for compliance with the mandatory requirements as stipulated in Section IV Specifications. Proposals deemed non-responsive will be eliminated from further consideration.
- 2. The Chief Procurement Officer may contact the Offeror for clarification of the response as specified in Section II Conditions Governing the Procurement.
- 3. Responsive proposals will be evaluated on the factors in Section V Evaluation, which have been assigned a point value.
- 4. The responsible Offeror(s) whose proposal is most advantageous to CMS, taking into consideration the evaluation factors in Section V, will be recommended for award.

5. Serious deficiency in the response to any one factor may be grounds for rejection regardless of overall scores.

5.3 Proposal Evaluation

The Evaluation Committee will review each Offeror's proposal. Points will be allocated as outlined in Section 5.1 of this RFP by each member of the committee. Each member's point total will be translated to a numeric ranking. The committee member rankings will be totaled and averaged to determine the overall ranking of the firms.

5.4 Point Calculations

All calculations of point standings, including any additional or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee with all members in attendance.

5.5 Notice of Award

The Procurement Department will notify all Finalist Offerors in writing of the final determination of the Evaluation Committee. Final award is contingent on approval of the Board of Education.

APPENDIX A

RFP# 2023-2024-07 Professional Development for Instructional Leaders, Teachers, & School Leaders

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal (RFP), the undersigned agrees that he/she has received a complete copy of this RFP, beginning with the title page and table of contents, and ending with Appendix G.

This acknowledgement of receipt shall be signed and returned to the Chief Procurement Officer no later than 2:00 PM Mountain Time of April 15, 2025.

	FIRM:		
	REPRESENTED BY:		
	TITLE:	PHONE No. :()	
	E-MAIL:	FAX NO.:	
	ADDRESS:		
	CITY:	STATE: ZIP CODE:	
	SIGNATURE:	E-mail:	
	ALTERNATE CONTACT IN	FO	
	NAME:		
This naı	PHONE No. :_() me and address will be used for n "X" on the appropriate staten	all correspondence related to the Request for Proposal.	
		pond to this Request for Proposals.	
		to respond to this Request for Proposals.	
Chief Pr	rocurement Officer:		
	Name:		
	Title:		
	District Name:		
	Address:		
	TELEPHONE:		
	Fax Number:		
	E-mail:		

COMPLIANCE

(MANDATORY FORMS)

All of the following forms must be signed and submitted with your proposal or your proposal may be rejected.

APPENDIX B

RFP# 2023-2024-07 Professional Development for Instructional Leaders, Teachers, & School Leaders

LETTER OF TRANSMITTAL

Items one (1) to four (4) each **MUST** have a response, failure to respond to all four items **WILL** result in the <u>disqualification</u> of your proposal.

the Person authorized b	y the organization to <u>contractually obligate</u> the organization:
•	
Name	
Title	
E-Mail Address	
Telephone/Fax number	
	negotiate the contract on behalf of the organization:
Name	negotiate the contract on behalf of the organization:
Name Title	negotiate the contract on behalf of the organization:
Name Fitle E-Mail Address	negotiate the contract on behalf of the organization:
Name Fitle E-Mail Address	negotiate the contract on behalf of the organization:
Name Fitle E-Mail Address Felephone/Fax number	
Name Title E-Mail Address Telephone/Fax number	
Name Title E-Mail Address Telephone/Fax number the person to be contacted	
Name Fitle E-Mail Address Felephone/Fax number the person to be contacted.	
The person <u>authorized to</u> Name Fitle E-Mail Address Felephone/Fax number The person to be contacted to the person to be contacted to the person to the contacted to the person to the person to the person to the contacted to the person to the person to the contacted to the person to the contacted to the person to the person to the contacted to the person to the person to the contacted to the person t	

- On behalf of the submitting organization named in item one (1) above, I accept the Terms and Conditions governing the Procurement as required in Section II.
- I agree that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments of this RFP.



APPENDIX C

RFP# 2023-2024-07 Professional Development for Instructional Leaders, Teachers, & School Leaders

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

- 1. If Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror certifies, by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and CMS exceed \$250,000 dollars.
- 2. Offeror agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons.
- **3.** Contractor agrees to advise all of its New Mexico Employees of the availability of State publically financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://www.bewellnm.com/

Signature of Offeror:	Date:

APPENDIX D

RFP# 2023-2024-07 Professional Development for Instructional Leaders, Teachers, & School Leaders

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The Prospective Contractor must disclose whether they, a family member or a representative of the Prospective Contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the Prospective Contractor, a family member or a representative of the Prospective Contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

The following definitions apply:

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

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

Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

- "Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son- in-law.
- "Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
- "Person" means any corporation, partnership, individual, joint venture, association or any other private legal agency.

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

"Representative of a Prospective Contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the Prospective Contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:		
	r:	_
Name of Applicable Public Officia	al:	-
Date Contribution(s) Made:		_
Amount(s) of Contribution(s)		
Nature of Contribution(s)		
Purpose of Contribution(s)		
Signature	Date	
Title (position)	-OR-	
	THE AGGREGATE TOTAL OVER TWO HUN IADE to an applicable public official by me, a fam	
Signature	Date	
Title (position)	Offeror Business Name	

APPENDIX E

RFP# 2023-2024-07 Professional Development for Instructional Leaders, Teachers, & School Leaders

Conflict of Interest and Debarment/Suspension Form

As utilized herein, the term "Vendor" shall mean that agency submitting a proposal to Carlsbad Municipal Schools in response to the above referenced bid.

The authorized Person. Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of Carlsbad Municipal Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Carlsbad Municipal Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: List below the name(s) of any Carlsbad Municipal Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Carlsbad Municipal School's Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

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

Signature:	Date:	
Name of Person Signing (typed or printed):		
Title:		
Email:		
Name of Company (typed or printed):		
Address:	City/State:	

APPENDIX F

$RFP \#\ 2023-2024-07\ Professional\ Development\ for\ Instructional\ Leaders,\ Teachers,\ \&\ School\ Leaders$

STATEMENT OF CONFIDENTIALITY FORM

The undersigned employee of/subofferor toto as "Offeror", agrees, during the term of the Contract between District (CMS) and forever thereafter, to keep confidential all or otherwise acquired by the employee/subofferor, excepting the public, and including any such information and material respectively.	information and material provided by the CMS only such information as is already known to
transacting business with CMS, and not to release, use or disc permission of the CMS. This obligation shall survive the term Offeror and CMS or of the undersigned's employment or affi Offeror's breach or wrongful termination.	nination or cancellation of the Contract between
The undersigned recognizes that the disclosure of information client or customer of CMS, or to the owner of such information that, accordingly, CMS or such other party may seek and obtathreatened breach of the within undertakings, in addition to an The undersigned acknowledges that he or she may be personal for such breach or threatened breach.	on, inadequately compensable in damages and in injunctive relief against the breach or y other legal remedies which may be available.
Signature	_
Offeror Business Name	_

Date

APPENDIX G

RFP# 2023-2024-07 Professional Development for Instructional Leaders, Teachers, & School Leaders

SIGNATURE PAGE

TIME: 2:00 P.M. (MOUNTAIN TIME) DUE DATE: Friday, May 9, 2025

LOCATION: via electronic bidding system (Vendor Registry)

ACCEPTANCE CONDITIONS:

THE UNDERSIGNED HEREBY agrees to deliver and/or service the items specified in accordance with the terms, conditions, specifications and prices set forth. He/She also certifies that he/she has not used any outside agent at arriving at the figures, and has not contacted any competitors in arriving at these figures.

THE UNDERSIGNED CERTIFIES that he/she read and understood the general conditions, and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General Conditions.

THORIZED AGENT O AGENT
O AGENT
FAX NUMBEI