HOBBS MUNICIPAL SCHOOLS
P.O. Box 1030
Hobbs, New Mexico 88241

REQUEST FOR PROPOSAL

SUBJECT: Curriculum Development and Associated Training

COMMODITY CODE #: 91710, 91838, 92416

RFP NUMBER: 1920-08

RFP ISSUED: February 16th, 2020

DEADLINE FOR QUESTIONS: February 26th, 2020

RFP DUE DATE AND OPENING TIME: March 4th, 2020 – 10:00 a.m.

PLACE OF OPENING: Hobbs Municipal Schools
Administration Office – Jessica Munoz Alvarado
Room # 129
1515 E. Sanger
Hobbs, New Mexico 88240

PROPOSER INFORMATION:

We agree to provide the items as listed for the RFP prices indicated on the attached Proposal Form.
We agree to adhere to the General Conditions and Specifications of this RFP.

COMPANY ____________________________ SIGNATURE ____________________________

ADDRESS ____________________________ NAME (PRINT) ____________________________

____________________________ TITLE ____________________________

TELEPHONE ____________________________ DATE ____________________________

E-Mail Address ____________________________
1. The Hobbs Board of Education reserves the right to accept or reject any or all proposals, to make a single award or multiple awards, and to waive any irregularities and/or technicalities deemed to be in the best interest of the district.

2. No proposals will be accepted which do not quote firm prices. Prices quoted as of the delivery date will not be accepted. If a discrepancy arises between the unit and extended total prices, the unit price shall govern.

3. Proposer may quote on any or all the items on the Proposal Form. For a proposal to be accepted on the “all or none” basis, each item proposal must have a unit price listed.

4. The Hobbs Municipal Schools may select any or all items from any one proposal or from multiple proposals.

5. A Campaign Contribution Disclosure Form shall be completed and signed by awarded vendor for proposal to be responsive.

6. Award of proposal will be based upon the following criteria:

   A. Hobbs Municipal Schools reserves the right 1) to award proposal received on the basis of individual items, or groups of items, or on the entire list of items; 2) to reject any or all proposals or any part thereof; 3) to waive any informality in the proposals; and 4) to accept the proposal that is in the best interest of Hobbs Municipal Schools. Proposal award will be taken into consideration based on evaluation factors as outlined in Section IV, availability of funds and any other relevant factors. It is the responsibility of the proposer to inquire as to the status and/or subsequent award of proposals.

   B. New Mexico Resident Proposer Preference and Veteran’s Preference – In accordance with Section 13-1-21, NMSA, 1978, proposers who have a Resident Proposer Certificate from the State of New Mexico will be given a 5% preference over proposers who do not have a certificate; and a Veteran Business who’s volume of business for the previous year is under $1,000,000.00 shall be awarded a 10% preference, or the volume of business is between $1,000,00 and $5,000,000 will be awarded an 8% preference; or the volume of Business is more than $5,000,000 will be awarded a 7% preference. The preference will be calculated as it pertains to the cost component of the evaluation. To qualify for this preference, the proposer’s Resident Proposer or Veteran’s Business Certificate number must be provided in the space indicated and the vendor must be bidding from a New Mexico address.

   C. Delivery – The Hobbs Municipal Schools desires delivery of services as quickly as possible when requested. If a large discrepancy in delivery dates occurs between proposers, the award may be based upon earliest delivery if the difference in proposals is not excessive.
7. Brands are specified as a guide to quality. Proposals on equal items will be considered except on those items where a brand “only” is specified. The Hobbs Municipal Schools will make the final determination on whether a brand is equal.

8. Submit descriptive information if the item quoted is different from the item specified. If detailed specifications for an alternate item are not received from at least one proposer, that alternate may not be considered.

9. Pursuant to Section 13-1-191, NMSA, 1978, no bonus or premiums will be accepted or considered in awarding proposals or as a result of the purchase of any items.

10. For a proposal to be considered, it must bear the signature of the proposer. Proposals must be typed or handwritten in pen and sealed.

11. Pursuant to Section 13-1-102, NMSA, 1978, facsimile proposals will not be accepted or considered in awarding a proposal.

12. It is the proposers’ responsibility to deliver the proposal at the proper time to the place designated for the proposal opening. Late proposals will be considered only if it is the only proposal received or if the untimely arrival of a proposal is due to an error on the part of an employee of the Hobbs Schools.

13. Proposals will be accepted at the Hobbs Schools Administration Office until March 4th, 2020 at 10:00 a.m.

14. To expedite identification of the proposal envelopes and to insure proposal security, place the RFP # and attention Jessica Munoz Alvarado - CPO on the front of the envelope.

15. This proposal will be submitted to the Hobbs Board of Education on Tuesday, March 17th, 2020.

16. The agreement to provide Curriculum Development and Associated Training shall be in effect for a one (1) year period beginning on the day after the official notification of award to April 30, 2021 with options to renew two (2) additional School years upon mutual agreement by both parties. A determination will be made by the District to extend the agreement at contract renewal. The successful proposer will be allowed to negotiate pricing for each subsequent renewal period. Any request for an increase in pricing shall be submitted in writing to the Chief Procurement Officer for review and formal approval as a matter of record for the procurement file. The Hobbs Municipal Schools reserves the right to terminate any or all agreements prior to the end of the period upon formal notification ten (10) days prior to termination date.
NOTICE OF REQUEST FOR PROPOSALS

It is the intent of HOBBS MUNICIPAL SCHOOL DISTRICT (HMSD) to procure Curriculum Development and Associated Training. Competitive proposals will be received by the Hobbs Municipal Schools for RFP # 1920-08.

The Hobbs Municipal Schools shall entertain proposals in accordance with the State Law and as outlined within the RFP. All proposals shall be evaluated according to set criteria as stipulated in the RFP documents.

Proposals will be received at the Hobbs Schools Administration Building, Business Office Attention Jessica Munoz Alvarado - CPO Room #129, 1515 E Sanger, Hobbs NM 88241 or P.O. Box 1030, Hobbs, NM 88241 until 10:00am on March 4th, 2020.

Copies of the Request for Proposals can be obtained at the Hobbs Administration Building in the Business Office or will be mailed upon telephone request to Business Office at 575-433-0100.

Copies can also be obtained by visiting the Hobbs Municipal Schools website at http://www.hobbsschools.net

A Pre-Proposal Conference will not be held, however specific questioning regarding this RFP should be directed in writing to Jessica Munoz Alvarado, Chief Procurement Officer. P.O. Box 1030 Hobbs, NM 88241 or alvaradoj@hobbsschools.net.
1. Applicable Law: The contract will be governed by the laws of the State of New Mexico, as to interpretation and performance. Suits pertaining to this contract can be brought only in courts in the State of New Mexico.

2. Arbitration: This contract is subject to arbitration to the extent required by the New Mexico Procurement Code.

3. Assignment: No right or interest in this contract will be assigned or transferred by the Bidder without prior written approval by the Hobbs Municipal School District, and no delegation of any duty for the Bidder will be made without prior written permission by the District. The District will not unreasonably withhold approval and will notify the Bidder within 15 days of receipt of written request by the Bidder.

4. Audit Rights: In accordance with applicable New Mexico and federal law, the Bidder’s books and records related to any process and/or activity that occurs under this contract may be audited at a reasonable time and place.

5. Discontinued Products: In the event that a product is discontinued by the Vendor, the Vendor may substitute a new product if the pricing discount is equivalent to the discontinued product, upon written request by the Vendor and approval by the District.

6. Improper Delivery: Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fail in any respect to conform to the contract, the District may reject the whole, or accept the whole, or accept any unit or units and reject the rest.

7. Indemnification: Vendor shall indemnify and hold harmless the Hobbs Municipal Schools officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, contractors and/or its employees, own negligent acts or omissions while Vendor, and/or its employees, performs or fails to perform its obligations and duties under the terms and conditions of this agreement. This save harmless and indemnification clause is subject to immunities, provisions, and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and any amendments thereto. It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part if the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suits for the wrongful deaths bodily and/or any personal injury to persons, damages to any/all property and/or any other claims whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including, but not limited to, workman’s compensation.
8. Insurance: On contract award, the Vendor will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or as a result from its activities under this contract, where those activities are performed by it, by any subcontractor, by anyone directly or indirectly employed by any of the vendors or by anyone for whose acts the Vendor may be liable during the entire performance period of this contract. The Vendor must furnish a Certificate of Insurance to the District prior to official award. If policy changes occur during the life of the contract, it is the Contractor’s responsibility to provide updated proof of coverage to the District procurement officer.

   a. Bidders will submit proof of coverage under the Workman’s Compensation Insurance as required by the Labor Laws and New Mexico Statutes.

   b. Bidders will submit a certificate of general liability insurance for personal injury, occupational disease, sickness or death, and property damage. Insurance will include “occurrence” claim provisions. Minimum acceptable coverage is $1,000,000.00 combined single limit for bodily injury and property damage, or $750,000.00 bodily injury and $250,000.00 property damage (each occurrence). The Offeror will name District and the District Member as co-insured up to the limits of the Tort Claim Act. Additional punitive damages liability to $500,000 will be provided naming District as co-insured.

   c. Comprehensive Vehicle Liability Insurance, for the both owned and non-owned vehicles, shall be one million dollars ($1,000,000) per occurrence combined single limit for both personal injury and property damage.

9. Notice: Notices under this contract will be in writing and will, for all purposes, be deemed to have fully given when sent by registered or certified mail, return receipt requested, postage prepaid, properly addressed to the respective parties as specified herein, or at such other address as may be specified by either party from time to time.

10. Protest: Protests will be filed and resolved in accordance with the State of New Mexico Procurement Code §13-1-172 NMSA 1978 and applicable Hobbs Municipal Schools Board policies. Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court, in and for, the County of Lea, State of New Mexico. The laws of the State of New Mexico will govern any resulting transactions.

   A protest period of fifteen (15) days shall begin on the day following the contract award notice and end at 5:00pm Mountain Daylight Time at the end of the fifteenth (15th) day. A protest must be written and include:

   ° The company name, contact name, address and telephone number of the protester;

   ° The original signature of the protester or its representative;

   ° Identification of the Invitation to Bid (ITB) by solicitation number;

   ° A detailed statement of the legal and factual grounds of protest, including copies of any relevant and supporting documents and exhibits; and

   ° The form of relief requested.
Protest shall be filed with the Chief Procurement Officer, Jessica Munoz Alvarado at the Hobbs Municipal Schools.

11. Termination for Non-Performance or Vendor Deficiency: District can terminate any contract, and reserves the right to cancel the whole or any part of this contract due to failure by Vendor to carry out any obligation, term or condition of the contract. District may issue a written notice to the Vendor for acting or failing to act in any of the following:

   a. Providing material that does not meet the specifications of the contract;
   b. Failing to adequately perform the services set forth in the scope of work, specifications or contract;
   c. Failing to complete required work or furnish required material within a reasonable amount of time;
   d. Failing to make progress in performance of the contract and/or giving District reason to believe that Vendor will not or cannot perform the requirements of the contract;
   e. Fails to observe any or all of the terms and conditions of the contract.
   f. Any other conditions that, in the opinion of the District warrants such action.

Upon receipt of a written notice, Vendor will have ten (10) days to provide a satisfactory response to the District. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, material, work, documents, data, and reports prepared by Vendor under the contact will become the property of the District on demand.

12. Termination for Non-Appropriations: This contract may be terminated if sufficient appropriations or authorizations do not exist due to changes in state or federal law, or because of court order, or because of insufficient appropriations made available to the governing board and/or the New Mexico State Legislature. Such termination will be effected by sending fifteen (15) days written notice to the Vendor. The District’s decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Vendor and shall be final.
The purpose of this RFP is to recruit experts in curriculum development and associated training for grades K – 12 in core content areas. The will include but not be limited to English Language Arts and Math. All work must be aligned to Common Core State Standards and NM STEM Ready additional standards. This completed curriculum must also incorporate existing curriculum components that HMS teachers have completed thus far. The specialist that are selected may also be asked to incorporate relevant components of our Standard Standardized Classroom expectations, as they pertain to curriculum. Said team will be expected to work closely with HMS stakeholders.

The specialist we select will also provide training to HMS personnel (Directors, Principals, Teachers, ect.) on how to utilize the curriculum to develop high quality lesson plans, unit planning, common assessments and other resources for the classroom use. They will be available for consultation to determine instructional strategies based on program and individual site needs and functions as a staff resource and consultant for supporting teachers in the successful implementation of the HMS Core Curriculum.

This curriculum development may extend to other content areas over time, as needed.

1. Complete curriculum for English Language Arts Grades K-12 no later than May of 2021
2. Complete curriculum for Math Grades K-12 no later than May of 2021
3. Professional Development may be on-going as needed.
4. HMS Staff will have access to on-line versions, all updates and additional resources that are developed through this partnership.
5. All deliverables will become property of the HMS District.
6. Work with teachers and leaders to solicit feedback and create buy-in.
7. Partner with superintendent and leadership to develop a roll out plan for implementing a curriculum and provide implementation training/workshops to teachers and leaders.
8. Coordinate with teachers and leaders to develop and implement assessments aligned with the curriculum and New Mexico state standards.
9. Provide training to teachers and leaders around how to use assessments to better target instruction and drive gains in student achievement including how to better leverage data and collaborative team meetings.
10. Provide training on implementing an effective instructional infrastructure.
11. Work with superintendent and his leadership team to create clear expectations and accountability measures and processes for providing support and monitoring progress towards meeting them.
12. Partner with superintendent to create a change management plan.
13. Work with superintendent and leadership team to develop and implement a plan for communicating the revised Hobbs Way to stakeholders.
14. Work with superintendent to develop and implement a plan for reallocating financial and human resources to more effectively support the teaching and learning aspects of the Hobbs Schools.
REQUIRED KNOWLEDGE/SKILLS

- Extensive knowledge of Common Core State Standards
- Extensive Curriculum writing experience, with references
- Knowledge of current techniques and procedures used in the design and development of curriculum
- Considerable knowledge of current, research based strategies to increase student engagement and overall student achievement.
- Ability to evaluate the effectiveness of programs and provide timely and meaningful feedback.
- Ability to provide leadership with training and tools during the implementation of new curriculum and resources.
- Demonstrated ability to organize curriculum in a way that is useful for instructional staff to utilize.
- Demonstrated ability to provide high quality professional development to instructional staff. Ability to mentor and train teachers, ability to hold high standards while also offering support and maintaining positive relationships.

PROPOSAL FORMAT

A. Offeror shall submit ONE (1) original proposal and FIVE (5) identical copies of their proposal to the location specified in this RFP on or before closing date and time for receipt of proposal. Fax or e-mail copies are not accepted.

B. All proposals must be legible (typewritten preferred) on standard 8 ½” x 11” paper and bound on the left hand margin.

C. Proposals shall be a maximum of twenty (20) pages, including title, index, etc., not including front and back covers or Attachment A. Tab dividers do not count as pages provided that the only text or graphics on the dividers are the tab numbers and section titles.

D. Any response that exceeds the referenced page limitation shall be deemed non-responsive. If there are any questions regarding format requirements, please contact the CPO prior to submission of Documents.
A. The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed in the sequence indicated:

- **COVER LETTER (may use page one of RFP)**
- **TAB 1 – EXPERIENCE**
  Please provide your company’s name and description of its operation and its capabilities as a potential contactor to HMS Public Schools. Include resumes and any other documents demonstrating experience in curriculum writing and professional development.
- **TAB 2 – FAMILIARITY**
  Explain how you will meet the on-going needs of the district and demonstrate familiarity of the unique strengths and challenges of the district.
- **TAB 3 – COST**
  Please complete the form on page 13
- **TAB 4 – REFERENCES**
  Provide at least three (3) current letters of references on local accounts for which you provide ancillary services. **Said references cannot be Hobbs Municipal Schools District.**
- **TAB 5 – COMPLIANCE (not counted towards page limit)**
  - Certificate of Insurance (If applicable)
  - Resident or Veteran Preference Certificate
  - Campaign Contribution Disclosure Form (Attachment A)

B. Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
## PROPOSAL EVALUATION CRITERIA

### Possible Points | Points this RFP
---|---
Experience – Prior professional experience in curriculum writer as wither an individual or as a firm. | 40
Familiarity – Explain how you will meet the on-going needs of the district and demonstrate familiarity of the unique strengths and challenges of the district. | 20
Cost – Complete form on page 13 | 25
References – Provide 3 letters of reference. DO NOT include references from Hobbs Municipal Schools staff. | 15
**TOTAL POINTS** | **100**
Interviews (if held) | 50

**New Mexico Resident Business Preference:**
Five percent of the total possible points to a resident business. Offeror must include a copy of their In-State Certificate issued by the State of New Mexico Taxation and Revenue Department.

**Veteran New Mexico Resident Business Preference:**
Ten percent of the total possible points to a resident veteran business. To qualify an Offeror must include a copy of their Resident Veteran Certificate issued by the State of New Mexico Taxation and Revenue Department.
- 10 points for Resident Veteran Business/Contractor with annual revenues of $3 million or less as verified by State of NM Tax & Revenue.

**Total Possible Awarded Points** | 100-160

**Note:** FAILURE to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.
The Hobbs Municipal Schools will designate a committee of not less than five persons to review and evaluate the submitted proposals. The proposals will be assigned points based upon the criteria outlined in RFP.

**AWARD**

The Hobbs Municipal Schools Board shall consider the proposal(s) that are submitted and any or all proposals may be rejected in whole or in part, when it is in the best interest of the Hobbs Municipal Schools.
COST FORM

SUMMARY OF PROPOSED RATES
OFFEROR MUST SUBMIT THIS FORM

The Offeror listed below submits the following firm, fixed hourly rates to complete the requirements as outlined in this RFP for the Hobbs Municipal School District.

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<th>CLASSIFICATION</th>
<th>MAXIMUM HOURLY RATE</th>
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INCLUDE NEW MEXICO GROSS RECEIPT TAX WITHIN THE MAXIMUM HOURLY RATE

OTHER: (Please Specify) ________________________________

Mileage: _________________________________________

Firm: _________________________________________

Represented by: _________________________________________

Title: _________________________________________

Phone Number: _________________________________________

Address: _________________________________________

City: _________________________________________

State: _________________________________________

Zip Code: _________________________________________

Signature: __________________ Date: ___________________
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if:

1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or
2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: __________________________________
__________________________________
__________________________________
(Completed by State Agency or Local Public Body)
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                    Title/Position
Date___________________________

--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)