STATE PURCHASING DIVISION
OF THE
GENERAL SERVICES DEPARTMENT
AND
New Mexico Public Education Department
Community Schools and Extended Learning Bureau (CSEL),
Student Support Services Division

REQUEST FOR PROPOSALS (RFP)

Tutoring Programs in Literacy, Science, Technology, Engineering, and Math

RFP#
26-92400-00004

RFP Release Date: November 17, 2025

Proposal Due Date: December 19, 2025

I. INTRODUCTION 1

A. PURPOSE OF THIS REQUEST FOR PROPOSALS 1
B. BACKGROUND INFORMATION 1
C. SCOPE OF PROCUREMENT 1
D. PROCUREMENT MANAGER 2
E. PROPOSAL DELIVERY 2
F. DEFINITION OF TERMINOLOGY 2
G. PROCUREMENT LIBRARY 5

II. CONDITIONS GOVERNING THE PROCUREMENT 6

A. SEQUENCE OF EVENTS 6
B. EXPLANATION OF EVENTS 6
1. Issuance of RFP 6
2. Acknowledgement of Receipt 6
3. Pre-Proposal Conference 7
4. Deadline to Submit Written Questions 7
5. Response to Written Questions 7
6. Submission of Proposal 8
7. Proposal Evaluation 8
8. Selection of Finalists 8
9. Best and Final Offers 8
10. Oral Presentations 10
11. Finalize Contractual Agreements 9
12. Contract Awards 9
13. Protest Deadline 9
C. GENERAL REQUIREMENTS 10
1. Acceptance of Conditions Governing the Procurement 10
2. Incurring Cost 10
3. Prime Contractor Responsibility 10
4. Subcontractors/Consent 10
5. Amended Proposals 10
6. Offeror's Rights to Withdraw Proposal 10
7. Proposal Offer Firm 10
8. Disclosure of Proposal Contents 11
9. No Obligation 11
10. Termination 11
11. Sufficient Appropriation 11
12. Legal Review 11
13. Governing Law 12
14. Basis for Proposal 12
15. Contract Terms and Conditions 12
16. Offeror's Terms and Conditions 12
17. Contract Deviations 13
18. Offeror Qualifications 13
19. Right to Waive Minor Irregularities 13
20. Change in Contractor Representatives 13
21. Notice of Penalties 13
22. Agency Rights 13
23. Right to Publish 13
24. Ownership of Proposals 14
25. Confidentiality 14
26. Electronic mail address required 14
27. Use of Electronic Versions of this RFP 14
28. New Mexico Employees Health Coverage 14
29. Campaign Contribution Disclosure Form 15
30. Letter of Transmittal 15

31. Disclosure Regarding Responsibility *15*
32. New Mexico Preferences *17*

III. RESPONSE FORMAT AND ORGANIZATION **18**

A. NUMBER OF RESPONSES 18
B. NUMBER OF COPIES 18
1. Hard Copy Responses *21*
2. Electronic Responses (SPD's E-procurement System eProNM) *18*
C. PROPOSAL FORMAT 19
1. Proposal Content and Organization *19*

IV. SPECIFICATIONS **20**

A. DETAILED SCOPE OF WORK 20
B. TECHNICAL SPECIFICATIONS 23
1. Organizational Experience *23*
2. Organizational References *23*
3. Mandatory Specification *24*
4. Desirable Specification *26*
C. BUSINESS SPECIFICATIONS 28
1. Financial Stability *28*
2. Performance Surety Bond *27*
3. Letter of Transmittal Form *28*
4. Campaign Contribution Disclosure Form *28*
5. Oral Presentation *28*
6. Cost *28*
7. Resident Business or Resident Veterans Preference *28*

V. EVALUATION **29**

A. EVALUATION POINT SUMMARY 29
B. EVALUATION FACTORS 32
1. B.1 Organizational Experience (See Table 1) *32*
2. B.2 Organizational References (See Table 1) *32*
3. B.4 Mandatory Specifications *30*
4. B.5 Desirable Specifications *30*
5. C.1 Financial Stability (See Table 1) *33*
6. C.2 Performance Bond (See Table 1) *30*
7. C.3 Letter of Transmittal (See Table 1) *30*
8. C.4 Campaign Contribution Disclosure Form (See Table 1) *30*
9. C.5 Oral Presentation (See Table 1) *30*
10. C.6 Cost (See Table 1) *33*
11. C.7. New Mexico Preferences *34*
C. EVALUATION PROCESS 35

APPENDIX A **36**

ACKNOWLEDGEMENT OF RECEIPT FORM **36**

APPENDIX B **38**

CAMPAIGN CONTRIBUTION DISCLOSURE FORM **38**

APPENDIX C **41**

DRAFT CONTRACT **41**

APPENDIX D **53**

COST RESPONSE FORM **53**

APPENDIX E **54**

LETTER OF TRANSMITTAL FORM **54**

APPENDIX F **56**
ORGANIZATIONAL REFERENCE QUESTIONNAIRE **56**

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of tutoring for at-risk students in the areas of literacy, science, technology, engineering, and math.

B. BACKGROUND INFORMATION

The New Mexico Public Education Department (PED) seeks to improve student outcomes in literacy, science, technology, engineering, and math through the implementation of a statewide tutoring initiative. This initiative will provide evidence-based small-group and one-on-one tutoring aligned to New Mexico state standards and PED's priorities: equity, access, and instructional quality. It will also be grounded in the following evidence-based practices: powerful student and family engagement; collaborative leadership, shared power and voice; expanded, culturally enriched learning opportunities; rigorous, community-connected classroom instruction; a culture of belonging, safety and care; and integrated systems of support.

Building on research-based tutoring models, the program will feature frequent sessions, low student-to-tutor ratios, high-quality curriculum, ongoing tutor professional development, and rigorous progress monitoring. Coordination with school-day educators, integration of culturally responsive practices, and targeted outreach to underserved communities will be prioritized.

C. SCOPE OF PROCUREMENT

The New Mexico Public Education Department (PED) seeks a qualified contractor to design and implement a statewide tutoring initiative for one year, starting January 20, 2026, through June 30, 2026. The initiative will deliver evidence-based small-group and one-on-one tutoring aligned to NM standards, with a strong emphasis on equity, access, and instructional quality, in accordance with evidence-based practices.

The program will prioritize services for historically underserved students—particularly Native American students, English learners, low-income students, and students with disabilities—by integrating culturally and linguistically responsive curriculum, family engagement strategies, and extended learning opportunities.

The contractor will be responsible for: tutor recruitment and training; provision of culturally relevant curriculum; delivery of year-long professional development; coordination with school-day educator; stakeholder engagement; and continuous quality improvement through data-driven decision-making. Tutoring serviceswill be offered during the school day, after school, and/or in summer sessions, with a minimum of two 1.5-hour sessions per week for with up to 15 weeks.

Progress will be tracked using pre- and post- assessments, disaggregated student performance data, and quarterly reports. All deliverables will be reviewed and approved by PED's CSEL Bureau.

The resulting contract will be a single award, structured as a consortium. This procurement will result in a contractual agreement between two parties and may be used ONLY by those two parties exclusively.

D. PROCUREMENT MANAGER

New Mexico Public Education Department (PED) has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Julie Brenning
Email: julie.brenning@ped.nm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. "**Agency**" means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.

2. "**Authorized Purchaser**" means an individual authorized by a Participating Entity to place orders against this contract.

3. "**Award**" means the final execution of the contract document.

4. "**Business Hours**" means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

5. "**Close of Business**" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

6. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

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

8. "**Contractor**" means any business having a contract with a state agency or local public body.

9. "**Determination**" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

10. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

11. "**Electronic Submission**" means a successful submittal of Offeror's proposal to the procurement manager via email.

12. "**Electronic Version/Copy**" means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.

13. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

14. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

15. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

16. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

17. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

18. "**IT**" means Information Technology.

19. "**Mandatory**" – the terms "must," "shall" "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

20. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

21. "**Multiple Source Award**" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

22. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

23. "**Price Agreement**" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

24. "**Procurement Manager**" means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

25. "**Procuring Agency**" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

26. "**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
27. "**PED**" means the New Mexico Public Education Department.

28. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out <u>BUT NOT</u> omitted or removed.

29. "**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

30. "**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

31. "**Responsive Offer**" or means an offer which 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.

32. "**Sealed**" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

33. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

34. "**State (the State)**" means the State of New Mexico.

35. "**State Agency**" means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. "State agency" includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.

36. "**State Purchasing Agent**" means the Director of the Purchasing Division of the General Services Department.

37. "**Statement of Concurrence**" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

38. "**Unredacted**" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

39. "**Written**" means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx

Other relevant links:
https://web.ped.nm.gov/bureaus/community-schools-bureau/

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	SPD	November 17, 2025
2. Acknowledgement of Receipt Form	Potential Offerors	November 21, 2025
3. Pre-Proposal Conference	Agency	November 21, 2025
4. Deadline to submit Questions	Potential Offerors	November 25, 2025
5. Response to Written Questions	Procurement Manager	December 3, 2025
6. Submission of Proposal	***Potential Offerors***	***December 19, 2025***
7.* Proposal Evaluation	Evaluation Committee	January 5, 2025
8.* Selection of Finalists	Evaluation Committee	December 19, 2025
9.* Finalize Contractual Agreements	Agency/Finalist Offerors	January 15, 2026
10.* Contract Awards	Agency/ Finalist Offerors	January 20, 2026
11.* Protest Deadline	SPD	January 28, 2026

*Dates indicated in Events 7 through 13 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico Public Education Department, CSEL, Student Support Services Division November 17, 2025 Acknowledgement of Receipt

2. Acknowledgement of Receipt

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the SPD buyer, Julie Brenning, julie.brenning@ped.nm.gov, to have their organization placed on the procurement Distribution List. The form must be returned to the SPD Buyer by 3:00 pm MST/ MDT on November 21, 2025.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 2:00 pm, November 21, 2025 MST/MDT in the Microsoft Teams **Potential Offeror(s) are encouraged to submit written questions electronically in advance of the conference to the Procurement Manager** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions electronically to the Procurement Manager as to the intent or clarity of this RFP until 3:00pm on December 3, 2025 MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:

a. Submit Question(s): https://docs.google.com/forms/d/e/1FAIpQLSdKoC7TDkDrFX0CnE2acidIpJR9EYq6

dRtVu6PRZnXXmTYfpA/viewform?usp=sharing&ouid=104013116888064390077

b. PED Response(s)/View Question(s): https://docs.google.com/spreadsheets/d/1ew0KDOaNgS0GlVEMScEKaLiSvObMcjNv-H1YrdAQSps/edit?usp=sharing

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 PM** MST/MDT ON December 19, 2025. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. If an Offeror decides to use a third-party delivery entity to submit its proposal, it is still the responsibility of the Offeror to ensure that the delivery is made on time. An Offeror should take into account all factors regarding the delivery by the third party entity and ensure that the delivery is made prior to the stated deadline. Weather delays, traffic jams, deliveries to the incorrect address nor any other reason for a delay will be accepted for failure to make the stated deadline.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify, the finalist Offerors as per schedule Section II.A, Sequence of Events, or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time

Proposals will be evaluated by a review committee using the evaluation criteria and scoring rubric outlined in this RFP. After meeting the mandatory specifications, each proposal will be scored up to 35 additional bonus points awarded for meeting preference criteria. The total maximum possible score is 35 points.

Each criterion will be scored based on the degree to which the proposal meets or exceeds the stated requirements. Scores will be based on the quality, clarity, feasibility, and alignment of the proposal with the Scope of Work. Proposals that do not address a criterion will receive zero points for that section.

Following scoring, proposals will be ranked from highest to lowest total score. Finalist(s) will be selected based on the highest total score(s), contingent upon reference checks, verification of qualifications, and budget negotiations (if applicable). The New Mexico Public Education Department reserves the right to request additional information, conduct interviews, or negotiate terms with top-scoring Offerors prior to final selection.

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events, or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

9. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

10. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

11. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing, electronically, and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Protest Manager or State Purchasing Agent
Name: Miguel Lozano
Email: miguel.lozano@ped.nm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

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. **Agency personnel will not merge, collate, or assemble proposal materials.**

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 electronically a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90)

days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to***:
   1. confidential financial information concerning the Offeror's organization; and
   2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.

b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: 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 proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied electronically in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract 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 change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

17. Contract Deviations

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

18. 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.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.20. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

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

23. 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 agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

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

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

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

ThisRFP is being made available by electronic means. In the event of conflictbetween a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: Home - New Mexico Public Education Department (NMPED)

28. New Mexico Employees Health Coverage

A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information https://bewellnm.com.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

29. Campaign Contribution Disclosure Form

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

30. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content *(A response to B and/or C is only required if the responses differs from the individual identified in A)*;
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

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

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   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 $3,000.00 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 State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

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 render the Offeror nonresponsive.

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. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico Preferences

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors **must** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.

A. New Mexico Business Preference

A copy of the certification must accompany Offeror's proposal**.**

B**. New Mexico Resident Veterans Business Preference**

A copy of the certification must accompany Offeror's proposal.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP. NUMBER OF COPIES

1. Electronic Responses

For proposals submitted through PED electronic procurement system, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. Separate the proposal as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload, and on the front cover of each hard-copy.

a) **Technical Proposals –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal must be combined into a single file/document for uploading. The Technical Proposals **SHALL NOT** contain any cost information.

   i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files:**
      a. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2.a above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
      b. One (1) **redacted** (def. Section I.F.27) ELECTRONIC version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file.;

b) **Cost Proposals –** One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**.

The ELECTRONIC submission proposal must be received no later than the time and date indicated in Section II.B.6, Sequence of Events, Submission of Proposals.

The ELECTRONIC and ORIGINAL hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the ORIGINAL hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

B. PROPOSAL FORMAT

All proposals must be submitted as follows:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Binder 1) – **DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

A. Signed Letter of Transmittal
B. Signed Campaign Contribution Form
C. Table of Contents
D. Proposal Summary (Optional)
E. Response to Contract Terms and Conditions (from Section II.C.15)
F. Offeror's Additional Terms and Conditions (from Section II.C.16)
G. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal/Binder 2)**
    1. Organizational Experience
    2. Organizational References
    3. Mandatory Specification
    4. Desirable Specification
    5. Financial Stability –(Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the **Confidential Information** binder, per Section II.B.1.a.i or Section II.B.2.a.i, as applicable)
    6. Performance Surety Bond (if applicable)
    7. New Mexico Preferences (if applicable)

Cost Proposal (Binder 2)**:**

A. Completed Cost Response Form

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in Binder 2.**

A Proposal Summary may be included in an Offeror's Technical Proposal (Binder 1) to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

All tasks will be implemented with the explicit intent to address the unmet educational needs of at-risk students and to reflect evidence-based practices.

Recruitment and Preparation of Tutors

- Recruit, onboard, and train culturally and linguistically competent literacy, science, technology, engineering, and math tutors.
- Deliver pre-service training for tutors on the following topics: tutoring best practices; NM science, math, and ELA standards; culturally responsive teaching; data-driven progress monitoring; and ongoing, balanced formative and summative assessments.
- Utilize only tutors with training and expertise in the provision of high impact tutoring interventions, with relevant licensing and capabilities to provide responsive support to students of diverse cultural and linguistic backgrounds.

Professional Development

Tutors will actively engage in ongoing Professional Development/coaching designed to deepen their capacity for cultural and linguistic responsiveness and place-based pedagogy. This training will equip tutors to connect instruction to the lived experiences, languages, histories, and assets of the students and communities they serve. Through a cycle of workshops, reflective practice, and online coaching sessions, tutors will learn tutoring strategies that integrate students' cultural identities and local contexts into academic support, fostering learning environments where diversity is recognized as a strength. Professional Development will also emphasize collaborative leadership, empowering tutors to work in partnership with students, families, teachers, and community stakeholders in co-designing instructional approaches, enrichment opportunities and data reporting. By grounding their practice in shared decision-making and authentic relationship-building, tutors will help ensure that academic interventions are not only rigorous and effective but also relevant, affirming, and rooted in the unique social and cultural fabric of each of our New Mexican school communities.

- Year-long teacher professional development, including:
    - At least 2 **days of summer training** and 2 **days of winter training**.
    - Monthly on-line sessions focused on analyzing tutoring practices, student work, and planning instruction.

Through active participation in professional development, tutors will learn to:

- Integrate place-based pedagogy by connecting academic content to students' local histories, environments, and community assets.
- Engage in reflective practice and coaching cycles to continuously improve instructional relevance and responsiveness.
- Collaborate with students, families, educators, and community stakeholders to co-design learning experiences that are culturally sustaining and academically rigorous.
- Foster shared leadership by contributing to decision-making processes that prioritize student voice and family input.
- Build authentic relationships that promote trust, belonging, and engagement between the school and community.

- Apply learned strategies in tutoring sessions to ensure interventions are aligned with both academic standards and the cultural context of each school community.

Curriculum and Assessment

- Provide or develop high-quality, standards-aligned tutoring resources.
- Culturally and linguistically relevant materials should:
    - Support Sense-Making: Strengthen opportunities and structures for students to describe their literacy, science, technology, engineering, and math thinking to others orally, visually, and in writing.
    - Optimize Student Output: Strengthen opportunities and structures for students to describe their literacy, science, technology, engineering, and math thinking to others orally, visually, and in writing.
    - Cultivate Conversation: Strengthen opportunities and structures for constructive literacy, science, technology, engineering, and math conversations (pairs, groups, and whole class).
    - Maximize Student Meta-Awareness: Strengthen the meta-connections and distinctions between literacy, science, technology, engineering, math, ideas, reasoning, and language.

Tutoring Sessions

- Programming offered during out-of-school time with a minimum of two 1.5-hour sessions per week for up to 15 weeks. Tutor ratios shall not exceed four students per tutor, per session.
- Programming offered during regular school year, school breaks, and summer sessions.
- Alignment with NM science, math, and ELA standards.
- Connection with students' regular classroom teachers to ensure alignment and coherence.
- Instructional strategies that support diverse learners, including English learners.

Stakeholder and Family Engagement

- Identify students for tutoring in coordination with school leadership teams, teachers, and families.
- Facilitate two stakeholder roundtables to review progress, challenges, and opportunities.
- Maintain family engagement strategies to support literacy, science, technology, engineering, and math learning at home.
    - Integrate families into the tutoring process: Encourage regular family-tutor check-ins to share progress, provide at-home learning strategies, and co-create academic goals, increasing alignment between school and home learning.
    - Provide education on culturally and linguistically responsive resources: Encourage schools to offer tutoring materials, workshops, and communication in families' home languages, and design learning approaches that reflect students' cultural backgrounds to strengthen trust and relevance.

Data Collection and Reporting

- Use data-driven decision making
    - Implement student progress assessments aligned to school benchmarks and submit quarterly reports on attendance, hours, and academic growth.
    - Analyze disaggregated student performance and engagement data quarterly to identify trends, address equity gaps, and guide targeted professional development for tutors.
    - Use the student-level data platform provided and funded by PED.
    - Collaborate with the PED external evaluation partners.

- Implement Continuous Feedback Loops
    - Collect and review feedback from students, tutors and school staff at regular intervals, using input to adjust instructional strategies, curriculum resources, and program delivery in real time.
    - Each site will be required to have a continuous quality improvement (CQI) plan based on data driven goals.

Detailed List of Deliverables: Format and Specifications, Roles and Responsibilities, Stakeholders

Deliverable	Format and Specifications	Roles and Responsibilities	Performance Criteria*
Tutor Recruitment & Training Report	Training agendas, participant lists, and evaluation summaries.	Contractor: Recruit, train, evaluate tutors; PED: Review materials.	Minimum 50 tutors trained; 85% satisfaction rate.
Curriculum Package	Digital/print curriculum aligned to NM standards and culturally responsive principles.	Contractor: Develop/curate; PED: Approve.	Delivered by January 12, 2026.
Progress Reports	Data on student participation, hours, and academic growth.	Contractor: Collect/submit; PED: Review.	Reports submitted Apr, June; 100% on time.
Professional Development Sessions	Agendas, materials, recordings, and attendance records.	Contractor: Plan/deliver; PED: Review.	4 sessions delivered; o 80% tutor satisfaction. On-line se
Stakeholder Roundtables	Evaluation or feedback forms to assess participation and effectiveness. Notes and agendas. Sign in sheet ensuring	Contractor: Facilitate; PED: Participate.	2 roundtables; notes submitted within 10 business days.

	equity of voice. Strategic plan.		
Quality Improvement Process	Compiled summary of feedback; disaggregated analyses of student performance and engagement data by at-risk groups; includes trends gap analysis, and PD recommendations; Site based CQI plans.	Contractor: Gather and analyze data, propose targeted PD or program changes; PED: Review reports, approve PD adjustments.	Reports submitted on time; CQI plans submitted by the end of Quarter 1; data disaggregated by all required subgroups; 100% of PD recommendations linked directly to data findings; documented improvement in targeted indicators over time.

*All performance criteria will be approved by the PED CSEL Bureau.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

a) provide a brief description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge as a provider of tutoring programs in literacy, science, technology, engineering and math. All tutoring programs in literacy, science, technology, engineering, and math provided to private sector will also be considered;

b) provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel are identified as program staff involved in all aspects of the proposed tutoring programming. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

c) describe at least two project successes and failures of tutoring in literacy, science, technology, engineering, and math. Include how each experience improved the Offeror's services.

2. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

a) Client name;
b) Project description;
c) Project dates (starting and ending);
d) Staff assigned to reference engagement that will be designated for work per this RFP; and
e) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. Mandatory Specifications

To be considered for evaluation, all proposals must clearly demonstrate compliance with the following mandatory specifications. Proposals failing to meet any of these requirements will be deemed non-responsive and will not be evaluated further.

- **Organizational Capacity and Experience**
  - Proposer must be a legally registered entity authorized to conduct business in the United States.
  - Demonstrated experience implementing evidence-based tutoring, academic enrichment, or similar educational interventions aligned with state standards.
  - Demonstrated capacity to serve historically underserved student populations, including Native American students, English learners, low-income students, and students with disabilities.

- **Recruitment and Preparation of Tutors**
  - Ability to recruit, onboard, and train a sufficient number of culturally and linguistically competent tutors to ensure a maximum tutor-to-student ratio of 1:4 by February 12, 2026.
  - Provide pre-service training covering:
    - Tutoring best practices.
    - NM science, math, and ELA standards.
    - Culturally and linguistically responsive teaching strategies.

        - Data-driven progress monitoring procedures.

- **Professional Development**

    - Recommended delivery of at least two (2) days of summer training and two (2) days of winter training for tutors.
    - Provide monthly online professional learning sessions focusing on tutoring practice, student work analysis, and instructional planning.

- **Curriculum and Assessment**

    - Provide or develop standards-aligned curriculum that meets NM science, math, and ELA standards.
    - Curriculum must be culturally and linguistically responsive and incorporate the following instructional principles: Sense-Making, Cultivating Conversation, Maximizing Meta-Awareness, and Optimizing Output.
    - Instruction must be aligned with school-day instruction and coordinated with classroom teachers.

- **Tutoring Sessions**

    - Provide a minimum of two 1.5-hour tutoring sessions per week up to 15 weeks per participating student.
    - Tutoring must be available during school, after school, and/or during breaks and summer sessions.
    - Instructional strategies must support diverse learners, including English learners.

- **Stakeholder and Family Engagement**

    - Collaborate with school leadership, teachers, and families to identify students for tutoring.
    - Facilitate a minimum of two (2) stakeholder roundtables annually with community partners, school leadership, and families to review progress and address challenges. The stakeholder roundtables will be by the CBO and/or LEA who will be receiving the tutoring funding.
    - Implement family engagement strategies, including at-home learning supports, and culturally responsive communication in home languages.

- **Data Collection and Reporting**

    - Submit progress reports (April, June) on student participation, attendance, hours of tutoring, and academic growth.
    - Use the PED-provided data platform to collect and submit disaggregated data by Native American students, English language learners, low-income students, and students with disabilities

- Develop and maintain a Continuous Quality Improvement (CQI) plan at each site based on data-driven goals.

- **Project Management, Timeline, and Deliverables**

  - Meet all deliverables and deadlines outlined in the Scope of Work, including tutor recruitment, curriculum delivery, PD sessions, stakeholder roundtables, and reporting.

- **Budget Requirements**

  - Total budget request must not exceed $1,000,000.
  - Estimated cost per student must be at least $1,000.
  - Provide a detailed, itemized budget with justification for all costs.

- **Consortium**

  - The consortium may be comprised of schools, community-based organizations, higher education partners, and educational service providers. This consortium must identify a fiscal agent.
  - Consortium members will jointly design and implement tutoring programs.

- **FERPA Compliance**

  - Agree to comply with all requirements of the Family Educational Rights and Privacy Act (FERPA) and sign the FERPA compliance statement included in the RFP.

4. Desirable Specifications

While not mandatory, proposals that address the following desirable specifications may receive additional consideration during evaluation. Meeting one or more of these specifications may result in award of preference points, as outlined in the scoring rubric.

- **New Mexico-Based Contractor**

  - The proposer is headquartered in New Mexico and has an established presence within the state's educational community.

- **Prior Work with PED**

  - Demonstrated successful experience partnering with the New Mexico Public Education Department or other state-level education agencies on similar initiatives.

- **Proven Success in Literacy, Science, Technology, Engineering, and Math Achievement Gains**

- Documented evidence of significant, measurable improvements in student outcomes in the areas of literacy, science, technology, engineering, and math in prior projects, particularly for historically underserved populations.

- **Integration with Evidence-Based Practices**

  - Proposed program strongly incorporates the following evidence-based practices:

    1. Powerful student and family engagement.
    2. Collaborative leadership, shared power, and voice.
    3. Expanded, culturally enriched learning opportunities.
    4. Rigorous, community-connected classroom instruction.
    5. Culture of belonging, safety, and care.
    6. Integrated systems of support.

- **Extended Learning Opportunities**

  - Innovative scheduling or program delivery options that increase access for students during school breaks, weekends, and summer.

- **Sustainability Planning**

  - Clear strategies for continuing services beyond the grant period, including identification of future funding sources, development of braided funding models that leverage federal, state, local, and private resources, and the establishment of strategic partnerships.

- **Enhanced Family Engagement Models**

  - Unique or proven methods for involving families in student literacy, science, technology, engineering, and mathematics learning, including culturally relevant workshops, resources, and home learning kits.

- **Expanded Tutor Pipeline Development**

  - Inclusion of pathways to recruit and develop tutors from local communities- for example, high school students, college students, retirees, and paraprofessionals.

- I**n Person Tutoring Supports**
  - Offerors that provide in-person tutoring supports will receive bonus points.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

The Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

2. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

4. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by not exceeding the $1,000,000 limit and the $1,000/student minimum. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

5. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

1. Organizational Capacity and Experience - *yes/no*

- Demonstrated experience in implementing high-impact tutoring or similar evidence-based interventions.
- Proven ability to work with historically underserved student populations (Native American students, English learners, low-income students, and students with disabilities).
- Familiarity with New Mexico PED priorities and evidence-based practices.
- Experience with culturally and linguistically responsive instruction.

2. Recruitment and Preparation of Tutors - *yes/no*

- Clear strategy for recruiting and onboarding qualified, culturally competent literacy, science, technology, engineering, and math tutors.
- Pre-service training plan covering tutoring best practices, Science of Reading principles, NM science, math, ELA standards, culturally responsive teaching, and progress monitoring.
- Evidence of capacity to meet minimum tutor targets and maintain tutor quality.

3. Professional Development - *yes/no*

- Detailed year-long PD schedule (summer, winter, and monthly sessions).
- Alignment of PD content to improving tutor effectiveness and closing achievement gaps.
- Mechanisms for incorporating data-driven instructional adjustments into PD.
- Willing to work with PED and partners.

4. Curriculum and Assessment - *yes/no*

- Quality and rigor of curriculum proposed or developed, aligned with NM science, math, and ELA standards.
- Incorporation of culturally and linguistically relevant materials and strategies (Sense-Making, Cultivating Conversation, Meta-Awareness).
- Alignment with classroom instruction and school-day educators.

5. Tutoring Sessions - *yes/no*

- Offers programming out of school time with a minimum of two 1.5-hour sessions per week for up to 15 weeks, and availability during the regular school year, breaks, and summer sessions.

- Clearly aligns activities and curriculum with NM science, math, and ELA standards.
- Demonstrates intentional connection with students' regular classroom teachers to ensure instructional coherence.
- Utilizes instructional strategies that effectively support diverse learners, including English learners, and students with varying learning needs.
- Engages students through evidence-based and innovative practices that foster sustained participation and achievement.

6. Stakeholder and Family Engagement - *yes/no*

- Clear plan for identifying students in collaboration with school leaders, teachers, and families.
- Strategies for family integration into the tutoring process, including at-home learning supports.
- Plans for conducting stakeholder roundtables and incorporating feedback into program improvements.

7. Data Collection and Reporting - *yes/no*

- Strong plan for progress monitoring and data collection aligned with school benchmarks.
- Commitment to disaggregating data by Native American students, English learners, low-income students, and students with disabilities, and using findings to address equity gaps.
- Continuous Quality Improvement (CQI) processes with clear feedback loops and PD recommendations tied to data.

8. Project Management, Timeline, and Deliverables - *yes/no*

- Ability to meet all deliverables and due dates outlined in the SOW.
- Feasibility of proposed timeline.
- Risk mitigation strategies for timeline delays or data issues.

9. Budget and Cost-Effectiveness - *yes/no*

- Clear, detailed, and reasonable budget aligned to the not-to-exceed $1,000,000 limit.
- Demonstrated efficiency in achieving estimated cost per student of at least $1,000.

10. Consortium - *yes/no*

- The consortium can be comprised of schools, community-based organizations, higher education partners, and educational service providers.
- Consortium members will design and implement tutoring programs.

Preference Points - *Up to 35 bonus points*

11. Contractor resides in New Mexico - *4 points*

12. Contractor has experience working with NM PED - ***4 points***

13. Proven gains in prior programming - ***5 points***

14. Integration with Evidence Based Practices - ***4 points***

15. Extended Learning Opportunities - ***3 points***

16. Sustainability Planning - ***3 points***

17. Enhanced Family Engagement Models - ***3 points***

18. Expanded Tutoring Pipeline Development - ***4 points***

19. In-Person Tutoring Supports – ***5 points***

Tutoring Programs in literacy, science, technology, engineering and math RFP Evaluation Rubric

Total Possible Points: 35 points

Criteria	
Mandatory Specifications	**Yes/No**
1. Organizational Capacity and Experience	yes/no
2. Recruitment and Preparation of Tutors	yes/no
3. Professional Development	yes/no
4. Curriculum and Assessment	yes/no
5. Tutoring Sessions	yes/no
6. Stakeholder and Family Engagement	yes/no
7. Data Collection and Reporting	yes/no
8. Project Management, Timeline and Deliverables	yes/no
9. Budget and Cost-Effectiveness	yes/no
10. Consortium	yes/no
Desirable Specifications	Points
11. Contractor Resides in NM	4
12. Experience working with PED	4
13. Proven gains in prior programming	5
14. Integration with Evidence Based Practices	4
15. Extended Learning Opportunities	3

16. Sustainability Planning	3
17. Enhanced Family Engagement Models	3
18. Expanded Tutoring Pipeline Development	4
19. In-Person Tutoring Supports	5

Table 1

B. EVALUATION FACTORS

1. Organizational Capacity & Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise, and knowledge, as well as the personnel's education, experience, and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

The Offerer must be a legally registered entity authorized to conduct business in the United States. The Offeror must have demonstrated experience implementing evidence-based tutoring, academic enrichment, or similar educational interventions aligned with state standards. The Offeror must have demonstrated capacity to serve historically underserved student populations, including Native American students, English learners, low-income students, and students with disabilities.

2. Recruitment and Preparation of Teachers (See Table 1)

The Offeror must demonstrate the ability to recruit, onboard, and train an adequate number of culturally and linguistically competent literacy, science, technology, engineering, and math tutors to keep a 1:4 ratio prior to February 2, 2026 and to provide pre-service training covering:

- Tutoring best practices.
- NM science, math, and ELA standards.
- Science of Reading principles.
- Culturally and linguistically responsive teaching strategies.
- Data-driven progress monitoring procedures.

3. Professional Development (See Table 1)

Points will be awarded based upon the Offeror's ability to deliver at least two (2) days of summer training and two (2) days of winter training for tutors. The Offeror must provide monthly online professional learning sessions focusing on tutoring practice, student work analysis, and instructional planning.

4. Curriculum & Assessment (See Table 1)

The Offeror must provide or develop standards-aligned literacy, science, technology, engineering, and math curriculum that meets NM science, math and ELA standards. The curriculum must be culturally and linguistically responsive and incorporate the following instructional principles: Sense-Making, Cultivating Conversation, Maximizing Meta-Awareness, and Optimizing Output. The instruction must be aligned with school-day instruction, the Science of Reading Principles, and coordinated with classroom teachers.

5. Tutoring Sessions (See Table 1)

The Offeror provides programming out of school time with a minimum of two 1.5-hour sessions per week for up to15 weeks, and availability during the regular school year, school breaks and summer sessions. The Offeror develops curriculum that aligns with NM science, math, and ELA standards. The Offeror demonstrates intentional connection with students' regular classroom teachers to ensure instructional coherence. The Offeror utilizes instructional strategies that effectively support diverse learners, including English learners and students with varying learning needs. The Offeror engages students through evidence-based and innovative practices that foster sustained participation and achievement.

6. Stakeholder and Family Engagement (See Table 1)

The Offeror must demonstrate collaboration with school leadership, teachers, and families to identify students for tutoring. The Offeror must facilitate at least two stakeholder roundtables per year to review progress and challenges. The Offeror must implement family engagement strategies, including at-home learning supports, and culturally responsive communication in home languages.

7. Data Collection and Reporting (See Table 1)

The Offeror must provide a comprehensive plan for progress monitoring, disaggregated data analysis, and site-based CQI systems; the presence of clear feedback loops with actionable PD recommendations linked to data; strong equity focus.

8. Project Management, Timeline, and Deliverables (See Table 1)

The Offeror must provide a timeline that demonstrates the ability to meet all deliverables and due dates outline in the SOW. Points will be awarded for the feasibility of the timeline and the presence of risk mitigation strategies for timeline delays or data issues.

9. Budget & Cost-Effectiveness (See Table 1)

The evaluation of each Offerors cost proposal will be conducted using the following information: Total proposal amount and cost per student.

10. Consortium

The Offeror must show evidence of a consortium comprised of schools, community-based organizations, higher education partners, and educational service provider. The Consortium members will design and implement tutoring programs.

Preference Points (See Table 1)

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

11. Contractor resides in New Mexico (4 points)

- **New Mexico Resident Business Preference**
  If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Business is 5% of the total points available in this RFP.
- **New Mexico Resident Veterans Business Preference**
  If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.

12. Experience working with NM PED (4 points)

- Demonstrated history of successful partnership with PED on statewide initiatives.

13. Proven literacy, science, technology, engineering, and math achievement gains in prior programming (5 points)

- Documented improvements in literacy, science, technology, engineering, and math achievement in prior programming.

14. Integration with Evidence Based Practices (4 points)

- Services and programming integrated with core evidence-based practices.

15. Extended Learning Opportunities

- Offers afterschool, weekend, and summer programming that supports academics and enrichment.

16. Sustainability Planning

- Clear strategies for braided funding and long-term continuation of services.

17. Enhanced Family Engagement Models

- Implements culturally responsive family engagement models and at-home supports.

18. Expanded Tutoring Pipeline Development

- Builds and maintains a diverse pipeline of trained tutors from multiple sources.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Tutoring Programs in Literacy, Science, Technology, Engineering, and Math
26-92400-00004

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 3pm MST o November 13, 2025. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX F.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Submit Acknowledgement of Receipt Form to:
To: Julie Brenning
E-mail: julie.brenning@ped.nm.gov
Subject Line: Contract Proposal for Tutoring: Acknowledgement

APPENDIX B

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, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

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

The following definitions apply:

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

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

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

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

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any:_____
(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 Date

_____
Title (position)

--OR—

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

_____ _____
Signature Date

_____
Title (Position)

APPENDIX C

DRAFT CONTRACT

STATE OF NEW MEXICO

(NAME OF AGENCY)
PROFESSIONAL SERVICES CONTRACT #_____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NAME OF AGENCY**, hereinafter referred to as the "Agency," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.
The Contractor shall perform the following work:

***A.* DETAILED SCOPE OF WORK**

All tasks will be implemented with the explicit intent to address the unmet educational needs of at-risk students and to reflect the six key practices of community schools

Recruitment and Preparation of Tutors

- Recruit, onboard, and train culturally and linguistically competent literacy, science, technology, engineering, and math tutors.
- Deliver pre-service training for tutors on tutoring best practices, NM science, math, and ELA standards, culturally responsive teaching, and data-driven progress monitoring.

Professional Development

Tutors will actively engage in ongoing Professional Development/coaching designed to deepen their capacity for cultural and linguistic responsiveness and place-based pedagogy. This training will equip tutors to connect instruction to the lived experiences, languages, histories, and assets of the students and communities they serve. Through a cycle of workshops, reflective practice, and online coaching sessions, tutors will learn tutoring strategies that integrate students' cultural identities and local contexts into academic support, fostering learning environments where diversity is recognized as a strength. Professional Development will also emphasize collaborative leadership, empowering tutors to work in partnership with students, families, teachers, and community stakeholders in co-designing instructional approaches, enrichment opportunities and data reporting. By grounding their practice in shared decision-making and authentic relationship-building, tutors will help ensure that academic interventions are not only rigorous and

effective but also relevant, affirming, and rooted in the unique social and cultural fabric of each of our New Mexican school communities.

- Year-long teacher professional development, including:
  - At least 2 **days of summer training** and 2 **days of winter training**.
  - Monthly on-line sessions focused on analyzing tutoring practices, student work, and planning instruction.

Through active participation in professional development, tutors will learn to:

- Integrate place-based pedagogy by connecting academic content to students' local histories, environments, and community assets.
- Engage in reflective practice and coaching cycles to continuously improve instructional relevance and responsiveness.
- Collaborate with students, families, educators, and community stakeholders to co-design learning experiences that are culturally sustaining and academically rigorous.
- Foster shared leadership by contributing to decision-making processes that prioritize student voice and family input.
- Build authentic relationships that promote trust, belonging, and engagement between the school and community.
- Apply learned strategies in tutoring sessions to ensure interventions are aligned with both academic standards and the cultural context of each school community.

Curriculum and Assessment

- Provide or develop high-quality, standards-aligned tutoring resources.
- Culturally and linguistically relevant materials should:
  - Support Sense-Making: Strengthen opportunities and structures for students to describe their literacy, science, technology, engineering and math thinking to others, orally, visually, and in writing
  - Optimize Student Output: Strengthen opportunities and structures for students to describe their literacy, science, technology, engineering, and math thinking to others, orally, visually, and in writing
  - Cultivate Conversation: Strengthen opportunities and structures for constructive literacy, science, technology, engineering, and math conversations (pairs, groups, and whole class)
  - Maximize student Meta-Awareness: Strengthen the meta-connections and distinctions between literacy, science, technology, engineering, and math ideas, reasoning, and language.

Tutoring Sessions

- Programming offered during school, after school, or both, with a minimum of two 1.5-hour sessions per week for up to 15 weeks. Programming offered during regular school year, breaks and summer sessions.
- Alignment with NM science, math, and ELA standards.
- Connection with students' regular classroom teachers to ensure alignment and coherence.
- Instructional strategies that support diverse learners, including English learners.

Stakeholder and Family Engagement

- Identify students for tutoring in coordination with school leadership teams, teachers, and families.
- Facilitate two stakeholder roundtables to review progress, challenges, and opportunities.
- Maintain family engagement strategies to support literacy, science, technology, engineering, and math learning at home.
  - Integrate families into the tutoring process: Encourage regular family-tutor check-ins to share progress, provide at-home learning strategies, and co-create academic goals, increasing alignment between school and home learning.
  - Provide education on culturally and linguistically responsive resources: Encourage schools to offer tutoring materials, workshops, and communication in families' home languages, and design learning approaches that reflect students' cultural backgrounds to strengthen trust and relevance.

Data Collection and Reporting

- Use data-driven decision making
  - Implement student progress assessments aligned to school benchmarks and submit quarterly reports on attendance, hours, and academic growth.
  - Analyze disaggregated student performance and engagement data quarterly to identify trends, address equity gaps, and guide targeted professional development for tutors.
  - Use the student-level data platform provided and funded by PED.
  - Collaborate with the PED external evaluation partners.

- Implement Continuous Feedback Loops
  - Collect and review feedback from students, tutors and school staff at regular intervals, using input to adjust instructional strategies, curriculum resources, and program delivery in real time.
  - Each site will be required to have a continuous quality improvement (CQI) plan based on data driven goals.

Detailed List of Deliverables: Format and Specifications, Roles and Responsibilities, Stakeholders

Deliverable	Format and Specifications	Roles and Responsibilities	Performance Criteria*
Tutor Recruitment & Training Report	Training agendas, participant lists, and evaluation summaries.	Contractor: Recruit, train, evaluate tutors; PED: Review materials.	Minimum 50 tutors trained; 85% satisfaction rate.
Curriculum Package	Digital/print curriculum aligned to NM standards and	Contractor: Develop/curate; PED: Approve.	Delivered by January 12, 2026.

	culturally responsive principles.		
Quarterly Progress Reports	Data on student participation, hours, and academic growth.	Contractor: Collect/submit; PED: Review.	Reports submitted Apr, June; 100% on time.
Professional Development Sessions	Agendas, materials, recordings, and attendance records.	Contractor: Plan/deliver; PED: Review.	4 sessions delivered; 80% tutor satisfaction. On-line se
Stakeholder Roundtables	Evaluation or feedback forms to assess participation and effectiveness. Notes, and agendas. Sign in sheet ensuring equity of voice. Strategic plan.	Contractor: Facilitate; PED: Participate.	2 roundtables; notes submitted within 10 business days.
Quality Improvement Process	Complied summary of feedback; disaggregated analyses of student performance and engagement data by at-risk groups; includes trends gap analysis, and PD recommendations; Site based CQI plans.	Contractor: Gather and analyze data, propose targeted PD or program changes; PED: Review reports, approve PD adjustments.	Reports submitted on time each quarter; CQI plans submitted by the end of Quarter 1; data disaggregated by all required subgroups; 100% of PD recommendations linked directly to data findings; documented improvement in targeted indicators over time.

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of **($1,000,000.00)** based upon deliverables, such compensation not to exceed on million dollars **($1,000,000.00)**, Including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling **($1,000,000.00)** shall be paid by the Agency to the Contractor. To determine the gross receipts amount for your specific location please refer to the New Mexico taxation and revenue website located here: https://www.tax.newmexico.gov/governments/gross-receipts-location-code-and-tax-rate-map/. The total amount payable to the Contractor under this Agreement, including gross receipts tax and

expenses, shall not exceed one million dollars ($1,000,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

(—OR—)

(CHOICE – MULTI-YEAR)

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of $1,000,000 for deliverables in FY2025-FY2026. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in FY25 and FY26 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on **(June 30, 2026)** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance

with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's

decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed

circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor 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, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affect-ed and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered electronically.

To the Agency:
Julie Brenning
Julie.brenning@ped.nm.gov

To the Contractor:
[insert name, address and email].

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

By: _____ Date:_____
Agency

By: _____ Date:_____
Agency's Legal Counsel – Certifying legal sufficiency

By: _____ Date:_____
Agency's Chief Financial Officer

By: _____ Date:_____
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and/or compensating taxes.

ID Number: **00-000000-00-0**

By: _____ Date:_____
Taxation and Revenue Department

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: _____ Date:_____
GSD/SPD Contracts Review Bureau

APPENDIX D

COST RESPONSE FORM

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Description	Type	Quantity	Cost per Item

Option Year 1: (07/01/2025 thru 06/30/2026) Price: $1,000,000.00_____

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E
Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!
(N/A, None, Does not apply, etc. are acceptable responses.)

RFP#:_____

1. **Identify the following information for the submitting organization**:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):
____ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:
_____
(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

_____
(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____, 20_____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above*.)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Julie Brenning at julie.brenning@ped.nm.gov by December 19, 2025 at 3pm MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 26-92400-00004

ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

_____
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the State of New Mexico, PED in a e-mail at:

Name: Julie Brenning
Email: julie.brenning@ped.nm.gov

Forms must be submitted no later than December 19, 2025 at 3pm MST, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** at julie.brenning@ped.nm.gov. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
   COMMENTS:

2. How would you rate this firm's knowledge and expertise?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

   COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, plese, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS: