NEW MEXICO
PUBLIC EDUCATION DEPARTMENT

REQUEST FOR PROPOSAL (RFP)

House Bill 2
Statewide High Impact Tutoring for Reading and Math

RFP#
27-92400-00002

RFP Release Date: June 15, 2026

Proposal Due Date: July 17, 2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals, from qualified vendors, to establish one or more contracts through competitive negotiations for the procurement of high-impact tutoring services. The New Mexico Public Education Department (PED) seeks proposals from qualified organizations to provide high-impact tutoring services to an estimated 2,500 students across New Mexico during school year 2026-2027 with possible extensions into school year 2027-2028 and school year 2028-2029. Services must be delivered by trained instructors to students during the school day. Services must be aligned to grade-level New Mexico adopted content standards and classroom instruction in mathematics and language arts. The tutoring program shall provide evidence-based, supplemental small-group instruction designed to accelerate student learning and address unfinished learning through ongoing formative, interim, and summative assessment practices. The long-term objective is to improve statewide student reading proficiency and math proficiency by five percent by school year 2028-2029.

B. BACKGROUND INFORMATION

House Bill 2 (HB2) High Impact Tutoring is funded by the 2026 House Bill 2 signed into law by Michelle Lujan Grisham on March 11, 2026. This initiative is governed under the Public Education Reform Fund (PERF) for school year 2026-2027 through school year 2028-2029. Laws 2025, Chapter 72 (Senate Bill 201), amended the purpose of the PERF to support education initiatives with a structured, evidence-based approach to funding and evaluation. As stipulated by the newly signed law, the Legislative Education Study Committee (LESC) and the Legislative Finance Committee (LFC) are jointly responsible with the PED for the accountability and evaluation of PERF funded initiatives. Additionally, this initiative supports the state's ongoing efforts under the consolidated lawsuit *Martinez/Yazzie v. State of New Mexico* to provide sufficient and equitable educational opportunities for students identified as at-risk, including Native American students, English learners, students with disabilities, and economically disadvantaged students. The HB2 High Impact Tutoring initiative works to ensure equitable student access to effective instructional supports and to improve academic outcomes for all students, including at-risk student populations, through evidence-based tutoring interventions.

C. SCOPE OF PROCUREMENT

The PED seeks to procure high-impact tutoring services for students across New Mexico during the 2026-2027 academic year with a possible extension into school year 2027-2028 and school year 2028-2029.

The purpose of this procurement is to establish one or more contracts with qualified Offerors to deliver evidence-based, small-group tutoring services in mathematics and language arts during

the school day. Services must be aligned to New Mexico adopted content standards and integrated with participating schools' instructional programs.

Tutoring services will require coordination with school sites to support scheduling, student identification and referral processes, assessment administration, and ongoing progress monitoring. All services procured under this RFP must explicitly support the State's obligations under *Martinez/Yazzie v. State of New Mexico* by prioritizing access, quality, and outcomes for at-risk student populations, including Native American students, English learners, students with disabilities, and economically disadvantaged students. Services shall prioritize all students most at risk of not achieving grade-level proficiency, including students identified through school and state data systems. Services must incorporate culturally and linguistically responsive instructional practices, ensure equitable access for rural, tribal, and underserved communities, and improve measurable academic outcomes for these student populations.

Tutoring shall be delivered primarily in person at designated school sites, including rural and frontier locations. Virtual tutoring may be used only as a supplemental or contingency delivery model with prior approval from PED.

Each student is expected to receive a minimum of two (2) tutoring sessions per week, totaling no less than ninety (90) minutes of instruction per week, for a minimum of eighteen (18) weeks and up to twenty-seven (27) weeks. Tutoring may be structured to meet student needs, including shorter, more frequent sessions for elementary students.

Tutoring services must be delivered using an evidence-based instructional model that includes small-group instruction, consistent tutor-student groupings, and ongoing use of formative, interim, and summative assessments to guide instruction. Tutor-to-student ratios shall not exceed four (4) students per tutor per session.

The number of students to be served under this procurement is an estimate only and may increase or decrease based on funding availability, program needs, and school participation.

This procurement may result in multiple awards. PED reserves the right to assign awarded Offerors to specific regions, school sites, grade bands, content areas, or student populations based on capacity, geographic coverage, demonstrated expertise, or programmatic fit.

The resulting contract(s) shall be for an initial term of one (1) year, with the option to renew for up to two (2) additional one-year terms, subject to funding availability, satisfactory performance, and all required approvals. PED anticipates funding for this initiative for up to three (3) years; however, continuation is not guaranteed and is subject to legislative appropriation, program performance, and agency priorities.

Tutoring services under this procurement are expected to begin in Fall of Year One (school year 2026-2027). Offerors must demonstrate readiness to implement services within the first three (3)

months of the contract. Delayed implementation beyond three (3) months will require prior written approval from PED and may affect contract continuation.

All services must comply with the Detailed Scope of Work set forth in Section IV.A of this RFP.

D. PROCUREMENT MANAGER

The PED has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, email address, and telephone number are listed below.

Procurement Manager:

Christina Weeks | HB2 High Impact Tutoring
Teaching, Learning and Innovation Division
New Mexico Public Education Department
300 Don Gaspar Ave. | Santa Fe, NM
Tutoring.RFP@ped.nm.gov
(505) 365-3749

1. **Any inquiries or requests** regarding this procurement must 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 PED.

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 Proposal, 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 Proposal.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to PED's Tutoring.RFP@ped.nm.gov email address. Refer to Section III.B for instructions. Proposals submitted by facsimile, or other electronic means other than the email address provided herein, will not be accepted.

F. DEFINITION OF TERMONOLOGY

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 the New Mexico Public Education Department.

2. "**At-Risk Student Groups**" means students determined to be economically disadvantaged, Native American, English learners, and students with disabilities.

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

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

5. "**Close of Business**" means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.

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 §§57-3A-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. "**Designated School Site**" means a school site designated by the PED as being in need of improvement.

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

11. "**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.

12. "**Electronic Submission**" means a successful submittal of Offeror's proposal electronically through PED's Tutoring.RFP@ped.nm.gov email address. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile, or other electronic means other than the email address provided herein, will not be accepted.

13. "**Electronic Version/Copy**" means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the original document contains.

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

15. "**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.

16. "**Final Award**" means, in the context of this RFP and all its attendant documents, the 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.

17. "**Finalist**" means an Offeror who meets all the mandatory specifications of this RFP and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.

18. "**High-Impact Tutoring**" means evidence-based, supplemental instructional supports that are tied to adopted standards through a cohesive scope and sequence. High-impact tutoring services are provided by well-trained instructors that demonstrate mastery in the science of reading, and in literacy and mathematical instruction for kindergarten-12th grade and that have capabilities to provide responsive support to students of diverse cultural and linguistic backgrounds. Tutor ratios do not exceed four students per tutor, per tutoring session. Student groups and tutor assignments remain consistent over the duration of the program to ensure positive tutor-student relationships. Tutoring services leverage ongoing, balanced assessments that allow tutors to effectively tailor instruction as part of the tutoring sessions. Tutoring services demonstrate cohesion between tutoring interventions and the student's core instructional environment.

19. "**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.

20. "**Instructional Week**" means a standard school week during which students are scheduled to receive instruction, excluding holidays, school closures, and scheduled school breaks.

21. "**IT**" means Information Technology.

22. "**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.

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

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

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

26. "**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.

27. "**Procurement Manager**" means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.

28. "**Procuring Agency**" means all State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law to procure items of tangible personal property, services, or construction from the agreement(s) awarded as a result of this RFP.

29. "**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.

30. "**Public Education Reform Fund (PERF)**" means a public education reform fund amended in 2025 by Senate Bill 201 to allow funding for reform projects that are to include accountability and evaluation plans approved by the Department of Finance and Administration, the Legislative Finance Committee, and the Legislative Education Study Committee.

31. "**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, summarized herein, and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

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

33. "**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.

34. "**Responsive Offer**" means an offer which conforms in all material respects to the requirements set forth in the request for proposal. Material respects of a request for proposal include, but are not limited to, price, quality, quantity, or delivery requirements.

35. "**Sealed**" means, in terms of electronic submission, an Offeror's proposal and all accompanying documents have been completely and successfully emailed to PED's Tutoring.RFP@ped.nm.gov email address prior to the submission deadline stated in this RFP.

36. "**Single Source Award**" means an award of contract for items of tangible personal property, services, or construction to only one Offeror.

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

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

39. "**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.

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

41. "**Statement of Concurrence**" means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C. (e.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

42. "**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.

43. "**Written**" means typed in standard 8 ½ x 11-inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

G. 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 this document through an independently sourced internet connection. The library contains information listed below:

RFP, RFP Amendments, Questions and Answers, etc.
https://web.ped.nm.gov/rfps-rfis-rfas/

Other relevant links:
New Mexico Public Education Department Website
https://web.ped.nm.gov/
New Mexico Adopted Content Standards
https://web.ped.nm.gov/bureaus/instructional-materials/new-mexico-adopted-content-standards/

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	PED	June 15, 2026
2. Acknowledgment of Receipt Form	Potential Offerors	June 15, 2026, to June 25, 2026, by 5:00 PM MDT
3. Pre-Proposal Conference	PED	June 25, 2026, at 10:00 AM MDT
4. Deadline to Submit Written Questions	Potential Offerors	June 30, 2026, by 5:00 PM MDT
5. Response to Written Questions	Procurement Manager	July 2, 2026, by 5:00 PM MDT
6. Submission of Proposal	***Potential Offerors***	***July 17, 2026, by 5:00 PM MDT***
7.* Proposal Evaluation	Evaluation Committee	July 20, 2026, to July 29, 2026
8.* Selection of Finalists	Evaluation Committee	July 27, 2026
9.* Oral Presentation(s)	Finalist Offerors	July 28, 2026
10.* Best and Final Offers	Finalist Offerors	July 29, 2026
11.* Finalize Contractual Agreements	PED/Finalist Offerors	July 30, 2026, to August 3, 2026
12.* Contract Awards	PED/Finalist Offerors	August 4, 2026
13.* Protest Deadline	Protestor	Fifteen (15) calendar days after notice of award

*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. **Issue RFP**
   This RFP is being issued by the New Mexico Public Education Department on the date indicated in Section II.A, Sequence of Events.

2. **Acknowledgment of Receipt Form**

Potential Offerors may email the Acknowledgment of Receipt Form (APPENDIX A), to the PED buyer, Christina Weeks at Tutoring.RFP@ped.nm.gov, to have their organization placed on the procurement Distribution List. The form must be returned to the PED Buyer by 5:00 PM MDT on the date indicated in Section II.A, Sequence of Events.

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 Acknowledgment of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgment 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**
An RFP pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00 AM MDT via Microsoft Teams.

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/28551717663397?p=atbZMiSMMS48mnJdNK
Meeting ID: 285 517 176 633 97
Passcode: EV9yF6qJ

Dial in by phone
+1 505-312-4308,,888707212# United States, Albuquerque
(888) 506-1357,,888707212# United States (Toll-free)
Find a local number
Phone conference ID: 888 707 212#

Potential Offerors are encouraged to submit written questions 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 to the Procurement Manager as to the intent or clarity of this RFP until June 30, 2026, at 5:00 PM 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 that form the basis of the question.

5. **Response to Written Questions**
Written responses to the written questions will be provided via email, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgment of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to:
https://web.ped.nm.gov/rfps-rfis-rfas/

6. **Submission of Proposal**
Only **electronic** proposal submission is allowed. **Do not** submit hard copies.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **5:00 PM MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in email when the email is received. Such electronic submissions will be considered sealed in accordance with statute.

It is the Offeror's responsibility to ensure all documents are attached and submitted electronically via Tutoring.RFP@ped.nm.gov by the deadline set forth in this RFP. Please ensure that you, as the Offeror, ***allow adequate time for large email attachments to be sent and your submittal to be received by the deadline****. A submission that is not both: (1) fully complete; and (2) received, via Tutoring.RFP@ped.nm.gov by the deadline, will be deemed late. Further, a submission that is not fully complete and received via Tutoring.RFP@ped.nm.gov by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule,* ***NO LATE PROPOSAL CAN BE ACCEPTED.***

Proposals must be submitted electronically through PED's Tutoring.RFP@ped.nm.gov email address. Refer to Section III.B for instructions. Proposals submitted by facsimile, hand delivery, mail, or other electronic means will not be accepted.

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 in Section II.A, Sequence of Events or as soon as possible thereafter. Finalists will be comprised of up to five (5) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Organizational References, and Section IV.B.3 Mandatory Specifications.

9. **Oral Presentations**
   Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule in Section II.A, Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc.). The Agency will provide Finalist Offerors with an agenda and applicable details (such as scheduled presentation date and time, time limits, etc.); including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

10. **Best and Final Offers**
    Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers as per schedule in Section II.A, Sequence of Events or as soon as possible.

11. **Finalized 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.

12. Contract Awards

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

13. Protest Deadline

Any protest by an Offeror must be submitted timely and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposal, 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 RFP. 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 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 directed to:

Protest Manager:

Geoffrey Tager | General Counsel
Office of the General Counsel
New Mexico Public Education Department
300 Don Gaspar Ave. | Santa Fe, NM
Geoffrey.Tager@ped.nm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIERMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.31, 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 the 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 proposal due date. 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 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, 1.4.1.35 and 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 Section III.B.2.A, 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 affected 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 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 (APPENDIX C) 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 (APPENDIX C). Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and the Evaluation Committee), 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, respectively.

19. Verification of Offeror Capacity and Representations

The Agency reserves the right to verify all information provided in an Offeror's proposal, including but not limited to staffing levels, geographic service capacity, financial resources, and past performance.

Prior to award, the Agency may request additional documentation, conduct interviews, or perform reference and background checks to confirm the Offeror's ability to successfully perform the services described in this RFP.

Any material misrepresentation, omission, or inability to substantiate claims made in the proposal may result in disqualification of the Offeror or termination of any resulting contract.

20. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.23. 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. Exercise of this right is at the sole discretion of the Evaluation Committee.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 PED.

26. 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.

27. Electronic Mail Address Required

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

28. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between 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:

https://web.ped.nm.gov/rfps-rfis-rfas/

29. 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.

30. 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.**

31. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E, which must be signed by the individual authorized to contractually obligate the company, identified in Letter B, below.

Provide the following information:

A. Identify the submitting business entity; name, mailing address, telephone number, Federal Tax ID Number (TIN), New Mexico Business Tax ID Number (BTIN, formerly CRS); and, if available, the New Mexico SHARE Supplier ID Number;

B. Identify the name, title, email address, and telephone number 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 necessary if the responses differs from the individual identified in A);*
C. Identify any subcontractor(s) that may be utilized in the performance of any resultant contract award;
D. Identify any other entity(ies) (such as State Agency, reseller, etc., that is not a sub-contractor identified in Letter C) that may be used in the performance of this awarded contract; and
E. The individual identified in Letter B above, must sign and date the form, 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 submit the signed Letter of Transmittal Form located in Appendix E will result in Offeror's disqualification.

32. 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 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.

33. New Mexico/Native American Residential Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its 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.

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. ELECTRONIC SUBMISSION

ONLY ELECTRONIC SUBMISSION VIA PED'S Tutoring.RFP@ped.nm.gov EMAIL ADDRESS IS PERMITTED

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

1. **Electronic Submission Requirements**

   A. **Follow all submission instructions** - Proposals must be submitted in the manner outlined in Sections III.B.2 and III.B.3, and organized in accordance with Section III.C. Technical and Cost portions of Offerors proposal must be submitted as **separate attachments**, and must be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each attachment.

   B. **Complete proposal submission prior to submission deadline** - ***It is the Offeror's responsibility to ensure all documents are completely attached and submitted electronically via PED's Tutoring.RFP@ped.nm.gov email address by the deadline set forth in this RFP.*** *Please ensure that you, as the Offeror,* ***allow adequate time for large email attachments to be sent and your submittal to be received by the deadline.*** *A submission that is not both: (1) fully complete; and (2) received, via PED's Tutoring.RFP@ped.nm.gov email address by the deadline, will be deemed late. Further, a submission that is not fully complete and received via PED's Tutoring.RFP@ped.nm.gov email address by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule,* ***NO LATE OFFER CAN BE ACCEPTED****.*

   C. **Attach a single Technical file and a single Cost file, unless a document exceeds 50MB** - The Offeror need only submit one single electronic copy of each portion of its proposal (one Technical and one Cost), as outlined in Sections III.B.2 and III.B.3. *EXCEPTION: Single electronic files that exceed 50MB may be submitted as multiple attachments, which must be* ***the least number of attachments necessary to fall under the 50mb limit.***

   D. **DO NOT attach .zip files** - In accordance with the State of New Mexico's IT policies and procedures, we are unable to accept .zip files. See Section III.B.1.C, above, requirements for attaching large files.

E. **DO NOT password-protect proposal documents** - PED's Tutoring.RFP@ped.nm.gov email account is secure and accessible only to authorized PED personnel through password-protected access. Confidential information must comply with Section II.C.8 and must be submitted pursuant to Section III.B.2.A.

2. **Technical Proposal – One (1) ELECTRONIC attachment must be organized in accordance with Section III.C. Proposal Content and Organization. All information for the Technical Proposal must be combined into a single file/document.** ***EXCEPTION: Single electronic documents that exceed 50mb may be submitted as multiple attachments, which must be the least number of attachments necessary to fall under the 50mb limit. The Technical Proposal SHALL NOT contain any Cost information.***

   A. **Confidential Information**: If Offeror's Technical 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 documents**:
      1. one (1) **unredacted** version of the Technical Proposal for evaluation purposes; **and**
      2. one (1) **redacted** version of the Technical Proposal for the public file, with confidential or proprietary material blacked out but not removed. The redacted version must be clearly marked "REDACTED" on the first page.

3. **Cost Proposal – One (1) ELECTRONIC attachment of the proposal containing ONLY the Cost Proposal. All information for the cost proposal must be combined into a single document.** ***EXCEPTION: Single electronic documents that exceed 50mb may be submitted as multiple uploads, which must be the least number of attachments necessary to fall under the 50mb limit.***

C. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror's proposal. **Any and all discussion of proposed costs, rates, or expenses must occur ONLY in the Cost Proposal.**

Technical Proposal: – DO NOT INCLUDE COST INFORMATION IN THE TECHNICAL PROPOSAL.

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Disclosure Form

3. Table of Contents
4. Proposal Summary (Optional)
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16) (if applicable)
7. Response to Specifications
    A. Organizational Experience
    B. Organizational References
    C. Oral Presentation
    D. Mandatory Specifications
    E. Desirable Specifications
    F. Financial Stability
    G. New Mexico/Native American Resident Preferences
8. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX D)

A Proposal Summary may be included in Offeror's Technical Proposal 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

The Contractor shall deliver high-quality, evidence-based tutoring services that result in measurable improvements in student academic outcomes and equitable access for at-risk student populations, in alignment with the requirements below.

1. **Tutoring Model Requirements**

    A. Deliver a high-impact tutoring model that includes a minimum of two (2) tutoring sessions per week for a minimum of eighteen (18) weeks and up to twenty-seven (27) weeks during school year 2026-2027. Per-student service provision shall total no less than ninety (90) minutes of instruction per week. Tutoring session length may vary to meet student needs, including shorter, more frequent sessions for elementary students. Student groups shall not exceed four (4) students per tutor in any session. Tutoring sessions must maximize active student engagement, with the majority of session time dedicated to student practice, discussion, and application of skills.
    B. Provide in-person tutoring as the primary delivery method. Virtual tutoring may be used only as a supplemental or contingency option with prior written approval from PED. Virtual tutoring and digital tools shall not replace live, tutor-led instruction as the primary mode of service delivery or constitute the majority of instructional time.
    C. Assign each student a consistent tutor for the duration of the program, except in cases of unavoidable staffing changes. Student grouping shall be based on skill level and may be adjusted only at defined assessment intervals or when student needs warrant. Tutors shall establish and maintain consistent, supportive relationships with students to promote engagement, attendance, and academic growth.
    D. Use initial and ongoing diagnostic data to inform lesson planning, skill focus, and student grouping. Instruction must regularly incorporate grade-level content and tasks aligned to current classroom instruction.
    E. Utilize high-quality, evidence-based instructional materials and a structured tutoring curriculum aligned to New Mexico adopted content standards in mathematics and language arts for grades K-12.
    F. Provide tutoring curriculum that must include a clearly defined scope and sequence that systematically builds prerequisite skills and addresses unfinished learning. Tutoring shall not consist of homework help or unstructured academic support, but instead must provide targeted, standards-aligned instruction based on identified student learning needs.
    G. Instruction must prioritize acceleration toward grade-level proficiency by strategically addressing prerequisite skills while maintaining access to grade-level standards. The curriculum must be coherent across grade levels and aligned to Layer 2 and Layer 3 intervention expectations within a Multi-Layered

System of Supports (MLSS) framework (also known as Multi-Tiered System of Supports).

H. Tutoring sessions shall follow a consistent instructional routine that includes explicit instruction, guided practice, opportunities for student response, and checks for understanding aligned to lesson objectives.
I. Tutors shall provide immediate, specific feedback and corrective instruction during sessions to ensure student understanding and skill mastery.
J. Tutors must use lesson plans aligned to curriculum objectives and informed by student data.
K. Align each school's tutoring plan to its school improvement priorities, instructional program, and intervention structures.
L. Ensure alignment to each participating school's adopted instructional materials, scope and sequence, and pacing of standards.
M. Provide culturally and linguistically responsive tutoring services. Tutoring must be available in languages other than English, as needed to support multilingual learners, including sufficient staffing or translation supports to ensure meaningful access.
N. Ensure that tutoring is embedded within the regular school day and that students are not removed from core instruction, specials, or elective courses to participate.
O. Define scheduling models appropriate to grade bands (K-2, 3-5, 6-8, and 9-12).

2. **Staffing Requirements**

A. Utilize tutors who are appropriately trained in high-impact tutoring practices and culturally and linguistically responsive supports for diverse learners, and who demonstrate knowledge of literacy and/or mathematics instruction. Minimum tutor qualifications shall include:
   1. at least one of the following: a bachelor's degree, current enrollment in a teacher preparation program, or demonstrated experience in instructional support;
   2. completion of required pre-service training aligned to the science of reading and/or mathematics instruction; and
   3. demonstrated ability to support culturally and linguistically diverse learners.

   PED reserves the right to review tutor qualifications and training materials and require replacement of tutors who do not meet performance expectations.
B. The Contractor shall provide a minimum of twenty (20) hours of pre-service tutor training. Training must include instructional delivery aligned to the tutoring curriculum, use of student data to inform instruction, strategies for providing immediate feedback, and techniques to support active student engagement.
C. Provide consistent observation, biweekly coaching, and feedback cycle to improve tutor effectiveness;
D. Require and document completed and passed background checks for all tutors and staff serving students. No tutor, staff member, subcontractor, or other personnel may provide services to or have direct contact with students until the

LEA required background check has been completed and passed. Documentation of background check clearance shall be provided to PED within five (5) business days upon request.

E. Coordinate with district administrators to ensure that all tutor background checks are consistent with and approved under district standards. The Contractor shall adhere to any additional district-specific requirements related to background checks or personnel clearance.
F. The Contractor shall not assign individuals currently employed in full-time instructional or support positions at participating schools to provide tutoring services during their contracted work hours. Tutoring staff must represent additional capacity and shall not replace or supplant existing school personnel. Part-time or hourly staff may be utilized provided their participation occurs outside of regular contracted duties and is approved by the district.
G. The Contractor shall ensure that communication between students and tutors is appropriately limited, monitored, and compliant with school and PED expectations for student safety.
H. Maintain a system for tutors and staff to report concerns regarding student safety and wellbeing.
I. Develop and implement a performance measurement approach acceptable to PED that measures the effectiveness of the tutoring services and supports continuous improvement.

3. **District and Site-Level Coordination Requirements**

A. Implement student enrollment, outreach, and communication strategies responsive to New Mexico's diverse communities. For schools serving Native American students, the Contractor shall coordinate with tribal education departments, where applicable, and demonstrate culturally relevant implementation practices, including communication, instructional approaches, and community engagement aligned to local context.
B. Coordinate with school personnel so that student referrals prioritize students with the greatest academic need, including students identified through standardized assessments, local benchmark data, and/or MLSS processes as performing below grade-level expectations. Priority is given to students identified by PED or participating schools as having the greatest academic need, including but not limited to students in the lowest-performing quartile or other PED-approved criteria.
C. Coordinate with schools to utilize school- and student-level data to identify students most likely to benefit from Layer 2 and Layer 3 small-group intervention and ensure a site-level implementation approach.
D. Coordinate with schools to assess student skill levels and group students based on comparable skill levels, learning goals, and the school's MLSS. Coordination must include alignment to current classroom pacing and instructional priorities where appropriate.
E. Maintain a system for teacher-to-tutor communication to support alignment between tutoring and core instruction.

F. Communicate regularly with families to support student attendance and engagement, and provide updates on student progress, skill development, and areas of instructional focus, using methods such as phone calls, text messages, email, and coordination with school partners.
G. The Contractor shall prepare and implement an attendance and re-engagement plan for students with inconsistent participation; maintain regular family communication; and describe incentives, supports, or partnerships used to improve attendance and persistence. The plan shall include strategies to address risks including staffing shortages, attendance challenges, schedule disruptions, school-level implementation barriers, and any temporary transition to virtual service delivery.
H. The Contractor shall support the long-term sustainability and capacity building of high-impact tutoring efforts within participating schools and districts. This includes:
    1. Providing training and resources to school and district staff to support tutoring implementation.
    2. Supporting the development of systems and processes that enable schools to sustain tutoring practices beyond the term of the contract.
    3. Documenting best practices, tools, and implementation guides for use by PED and participating schools.
    4. Gradually increasing collaboration with school-based staff to build internal capacity over the course of the contract.

4. **Data and Reporting Requirements**

A. Coordinate with PED to incorporate PED-provided observations and monitoring into tutor trainings and tutoring sessions. This includes allowing PED personnel access to observe live or recorded sessions, providing session materials and attendance lists, and integrating PED feedback into ongoing professional development and instructional practices.
B. Provide PED and designated school leadership with a data-tracking and monitoring system to input site and program information, tutor and student demographics, schedules, student attendance and tutoring dosage, progress monitoring notes, survey data, and assessment results.
C. The data-tracking system is used to adjust instruction, regroup students, and improve program implementation on an ongoing basis.
D. Execute all required data-sharing agreements with PED, districts, and schools, and comply with the Family Education Rights and Privacy Act (FERPA) and other applicable privacy requirements.
E. Balanced assessments are tracked, including baseline beginning-of-year (BOY) or point-of-entry, taken prior to the start of tutoring services, middle-of-year (MOY), and outcome assessments, end-of-year (EOY) or exit assessments, for participating students. Baseline and outcome data must include reading and/or math proficiency indicators aligned to grade-level standards. Assessment tools must be research-based, aligned to grade-level standards, and approved by PED.

F. Ongoing progress-monitoring measures are used to tailor instruction and monitor outcomes. The Contractor must report assessment results to participating schools and PED without undue burden or delay. Assessment tools must be research-based, aligned to grade-level standards, and approved by PED.
G. Progress monitoring data must be used to adjust instruction and lesson plans in a timely manner, including within subsequent tutoring sessions where appropriate.
H. Implement a school-student referral system through which schools can refer students for services efficiently and without undue administrative burden.
I. Conduct progress monitoring at least every two (2) weeks and provide resulting data to the district, school, and PED within five (5) business days of collection.
J. Prepare and deliver a 30-minute program success story presentation to PED that highlights tutoring outcomes and program impact, including evidence of student growth, effective implementation practices, and key lessons learned. The presentation may focus on an individual student, a single school, or program-wide outcomes.

5. **Data System Requirements**
The Contractor shall implement a comprehensive assessment and data reporting system that includes:

A. Baseline (Pre-Assessment)
    1. Administration of a baseline assessment prior to the start of tutoring services (BOY or point-of-entry).
    2. Baseline data must include reading and/or math proficiency indicators aligned to grade-level standards.
B. Progress Monitoring
    1. Ongoing progress monitoring at least every two (2) weeks.
    2. Data must be used to inform instructional adjustments and student grouping.
C. Outcome (Post-Assessment)
    1. Administration of an end-of-program assessment (EOY or exit assessment).
    2. Measurement of student growth from baseline to post-assessment.
D. Reporting Requirements
    1. Monthly attendance, dosage, and progress monitoring summary reports to teachers and families.
    2. End-of-year report including student growth outcomes, percent of students demonstrating improvement, and analysis of program effectiveness
E. Data Access
    1. Contractor must provide PED access to dashboards or reports upon request.
    2. Contractor must provide PED access to Student State Identification (SSID) numbers, program attendance, and subject tutored of participating students
F. Survey Measures
    1. Administration of pre- and post-program perception surveys, as approved by PED, for participating students, families, tutors, and/or school staff, as applicable.
    2. Survey data must be used to assess program quality, student engagement, implementation fidelity, and stakeholder satisfaction.

3. Contractor must summarize survey findings in end-of-year reporting to PED.

All data systems must be capable of exporting data in formats specified by PED and must align with PED reporting requirements. PED reserves the right to require integration with state or district data systems.

6. **Overall Performance Requirements**

The Contractor shall meet the overall performance requirements that include:

A. The Contractor shall ensure that participating students receive the minimum required instructional dosage over the course of the program and must monitor and report actual instructional minutes per student. Failure to maintain adequate average instructional minutes per student, in addition to attendance thresholds, may result in corrective action.
B. The Contractor shall maintain a minimum average student attendance rate of eighty percent (80%) across all participating students. Attendance rates must be reported to PED. The Contractor must implement corrective actions if attendance falls below the eighty (80%) threshold.
C. The Contractor shall ensure that delivery model, staffing levels, geographic coverage, and implementation timelines proposed in the response are maintained throughout the contract period. Any material deviation from the proposed staffing model or service capacity must be approved in writing by PED.
D. Failure to begin services in Fall of Year One without prior written approval from PED may result in corrective action, reduction of assigned sites, or contract termination.
E. Instructional fidelity shall include adherence to the required tutoring model components, including consistent session structure, use of aligned curriculum, delivery of explicit instruction, and provision of immediate feedback. The Contractor must monitor and document instructional fidelity through observations and coaching cycles.
F. The Contractor shall use instructional fidelity data to inform coaching, tutor support, and continuous improvement of service delivery.
G. The Contractor shall maintain professional conduct in all in-person communications and virtual meetings, demonstrating respect, courtesy, and clear, effective communication at all times. The Contractor shall ensure that virtual meeting practices reflect professionalism, including the use of appropriate, non-distracting virtual backgrounds or physical environments that accurately and respectfully represent the Contractor and the work being performed.

Failure to meet the above performance expectations including, but not limited to, student growth targets, attendance thresholds, instructional dosage requirements, or professional conduct, may result in required corrective action plans, reduction in assigned sites, or termination of the contract at the discretion of PED.

7. **Implementation Timeline and Deliverables**

Deliverable and Short Description	Responsible Party	Submission Format	Due Date*
1. Post Award Orientation Session with PED – Project Contacts and Communication Plan	PED; Contractor	Meeting Notes (PDF Document)	Within fourteen (14) days of award
2. Regular Check-In Meetings with PED – Weekly (or at a duration otherwise determined by PED)	PED; Contractor	Meeting Notes (PDF Document)	**Ongoing** – Due within one week of each meeting
3. Regular Invoice submissions and corresponding supporting documents based on deliverable completion – Monthly (as appropriate with completion of deliverables)	Contractor	OBMS Submission: Invoice and Supporting Documents (PDF Documents)	**Ongoing** – Due monthly in conjunction with deliverable completion
4. Staffing and Onboarding Tutors – This includes documentation of qualifications and verified passed background checks for each tutor	Contractor	Report of each tutor, tutor qualifications, and verified passed background checks (Excel Spreadsheet and PDF Document)	September 30, 2026
5. Tutor Training Materials PED Approval – via email	PED; Contractor	Proposed Tutor Training Materials and PED Approval Confirmation Email (PDF Documents)	September 30, 2026
6. Site-Level Tutoring Curriculum Plans PED Approval – via email	PED; Contractor	Proposed Tutoring Curriculum Materials and PED Approval Confirmation Email (PDF Documents)	September 30, 2026
7. Pre-Service Tutor Training – Twenty (20) hours of training with PED-Approved Training Materials	Contractor	PED-Approved training materials, tutor Training Agenda, and Attendance List (PDF Documents)	September 30, 2026
8. Outreach to Districts and School Sites – Contractor will track outreach, communication, and service participation status (specific outreach directed by a PED-Approved New Mexico Region/District List)	PED; Contractor	Outreach tracking spreadsheet and corresponding report (Excel Spreadsheet and PDF Document)	September 30, 2026
9. Coordinate with Districts and School Sites to Identify and Roster Students – with Contractor provided Data and Student Rostering System	Contractor	District and School Site Meeting Notes (PDF Documents)	September 30, 2026

10. Begin Tutoring Service Implementation and Take Program Attendance Daily	PED; Contractor	Implementation Start Confirmation Notification to PED (Email)	October 31, 2026
11. Initial Implementation Data System Report – includes initial student data and a statement on anticipated final project student participation numbers	Contractor	Initial Data System Student Data Report (Excel Spreadsheet and PDF Document)	November 30, 2026
12. Mid-Year Implementation and Data Update Report – includes all actual current data	Contractor	Mid-Year Data System Student Data Report (Excel Spreadsheet and PDF Document)	February 20, 2027
13. Final Project Implementation and Data Report – including, student SSIDs, tutoring subject, program attendance, overall project findings, and all project records relevant to contract requirements	Contractor	Final Project Report and Final Data System Student Data Report (Excel Spreadsheet and PDF Document)	May 31, 2027
14. 30-Minute Program Success Story Presentation (recorded by PED)	PED; Contractor	Presentation Materials (PDF Document)	June 15, 2027
15. Contractor Request to Extend Services into Year Two (School Year 2027-2028) – Request must include a statement confirming original SOW to continue (minor adjustments to SOW must be approved by PED) (contract extensions are not guaranteed)	Contractor	Proposed School Year 2027-2028 SOW (Word Document)	June 15, 2027
16. Year One Feedback and Year Two Contract Discussion	PED; Contractor	Meeting Notes (PDF Document)	June 15, 2027

*Dates may be adjusted under limited circumstances with written approval from PED

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

A. provide a detailed 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 high-impact tutoring. All high-impact tutoring provided to private sector will also be considered;
B. provide resumes or bios for all key personnel proposed for performance of the resulting contract. Key personnel are those who will direct, train, supervise, manage, or evaluate high-impact tutoring services. For each individual, Offeror

must include education, relevant work experience, certifications or licenses, and areas of specialized expertise;

C. describe both quantitative and qualitative methodologies to assess the effects of tutoring programs on student outcomes. Include how educational researchers and experts designed and implemented robust studies, analyzed data, and derived valuable insights or company's commitment to conduct research on their methods; and
D. describe at least two project successes and two project failures of a high-impact tutoring engagement. Include how each experience improved the Offeror's services.

2. Organizational References

Three (3) external references from similar projects/programs, performed for private, state, or large local government clients within the last three (3) years should be received by the designee identified on APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"). Any submitted references must be received by the deadline stated on APPENDIX F.

The references to whom the Offeror provides the Questionnaire must submit the **Questionnaire directly to the designee identified on APPENDIX F. <u>The references must not return the completed Questionnaire to the Offeror.</u>** It is the Offeror's responsibility to ensure the completed Questionnaires are submitted **<u>on or before the deadline</u> stated on APPENDIX F. <u>NO LATE QUESTIONNAIRES CAN BE ACCEPTED</u>.**

Offerors are encouraged to request that their chosen references provide detailed and informative comments.

The Offeror, itself, does not need to submit anything for this Specification in its proposal. The Offeror may, if it chooses, include a list of all organizations to whom Offeror sent the Organizational Reference Questionnaire (APPENDIX F).

3. Mandatory Specifications

Points will be awarded based on the thoroughness, clarity, and feasibility of the Offeror's response to this section and the extent to which the response demonstrates the Offeror's ability to perform the Detailed Scope of Work in Section IV.A.

Offerors must respond to each category below and clearly describe how the requirements in Section IV.A will be met.

A. **Tutoring Model Requirements**
Please describe your organization's approach to delivering a high-impact tutoring model that meets required dosage, scheduling, grouping, and in-person

delivery expectations, including consistent tutor assignments and use of diagnostic data to guide instruction. Explain how you will ensure the use of high-quality, standards-aligned instructional materials, structured lesson routines, immediate feedback, and alignment with each school's curriculum, pacing, and intervention structures. Describe how the tutoring model incorporates culturally and linguistically responsive instruction, including supports for Native American students, multilingual learners, and students from diverse communities. Your response should also describe how tutoring will be embedded within the school day, how scheduling models will be tailored by grade band, and how instruction will prioritize acceleration toward grade-level proficiency. Please provide information about the curriculum your organization intends to deliver, including subject, grade level/grade-band, publisher, and a brief description.

B. **Staffing Requirements**
Please describe your organization's approach to recruiting, hiring, training, and supporting tutors, including how you will meet minimum qualification requirements, deliver pre-service training, and provide ongoing observation and coaching to ensure effective, culturally and linguistically responsive instruction. Explain your processes for completing and documenting background checks, adhering to district personnel requirements, ensuring safe and appropriate tutor-student communication, and maintaining systems for reporting student safety concerns. Your response should also describe how you will measure tutor performance, support continuous improvement, and ensure that tutoring staff supplement rather than supplant existing school personnel. Outline how tutor trainings will incorporate instructional practices aligned with the tutoring curriculum.

C. **District and Site-Level Coordination Requirements**
Please describe your organization's approach to student enrollment, outreach, culturally responsive communication, and coordination with schools to identify and group students based on academic need and MLSS data. Describe how your organization will coordinate with school schedules, instructional materials, teacher communication, referral systems, and school intervention structures. Explain how you will maintain communication systems that align tutoring with core instruction, engage families, support attendance and re-engagement, and address risks such as staffing shortages or schedule disruptions. Your response should also describe how you will support long-term sustainability by training school staff, building internal capacity, and documenting best practices for PED and participating schools.

D. **Data and Reporting Requirements**
Please describe your organization's data-tracking and monitoring systems, including how you will track attendance, dosage, assessments, progress monitoring, and how these data are used to guide instructional adjustments and program improvement. Explain your approach to administering balanced

assessments, managing referrals, reporting required data to schools and PED, and ensuring compliance with all data-sharing, privacy, and FERPA requirements. Your response should demonstrate your capacity to meet all data management, reporting, and progress monitoring expectations in a timely and efficient manner.

E. **Data System Requirements**
Please describe your organization's assessment and data-reporting systems, including baseline assessments, bi-weekly progress monitoring, and end-of-program outcome measurement. Explain how your data systems support required reporting to teachers, families, and PED, including dashboards, survey administration, and the ability to export data in PED-specified formats. Your response should demonstrate your capacity to meet all assessment, reporting, data access, and integration requirements outlined by PED.

F. **Overall Performance Requirements**
Please describe your organization's approach to meeting required performance expectations, including maintaining minimum instructional dosage, achieving student attendance thresholds, and supporting student growth targets. Explain how you will ensure implementation fidelity and capacity throughout the contract period, including staffing, adherence to the tutoring model, timely startup, and use of fidelity data for continuous improvement. Your response should demonstrate clear systems, processes, and evidence of capacity to meet these expectations across all assigned sites.

G. **Implementation Timeline and Deliverables**
Please provide a detailed implementation timeline outlining key milestones from contract award to full program launch. Include projected dates for staffing, training, student enrollment, scheduling, data system setup, and the start of tutoring services. Additionally, describe the specific deliverables your organization will provide at each stage of implementation, along with any tools, resources, or supports that will ensure timely and successful rollout across all participating school sites.

4. Desirable Specifications

Additional points may be awarded for the following desirable, but not mandatory, qualifications:

A. **Demonstrated Experience in Rural Communities**
Please describe your organization's prior experience implementing high-impact tutoring programs in rural or frontier communities. Include specific examples, locations, program models used, challenges addressed, and measurable outcomes achieved. You may also provide references or evidence of successful partnerships in similar settings.

B. **Capacity to Deliver Bilingual or Multilingual Tutoring at Scale**
Please describe your organization's demonstrated capacity to provide bilingual or multilingual tutoring at scale. Include details on languages offered, staffing models, recruitment and training strategies, historical success serving multilingual learners, and any relevant statewide or national experience supporting diverse language communities.

C. **Ability to Integrate Tutoring Data with District or School Data Systems**
Please describe your organization's demonstrated ability to integrate tutoring data with district or school data systems. Include details on data formats supported, secure data-sharing methods, interoperability experience, past system integrations, and any tools or platforms used to ensure seamless and timely data exchange.

D. **Experience Serving Students with Disabilities and English Learners in Standards-Aligned Intervention Programs**
Please describe your organization's demonstrated experience serving students with disabilities and English learners in standards-aligned intervention programs. Include details on instructional approaches, accommodations provided, staff training, program adaptations, and any evidence of positive outcomes for these student groups. You may also reference past partnerships or documented success in similar settings.

E. **Ability to Begin Services Rapidly at Multiple School Sites**
Please describe your organization's demonstrated ability to begin services rapidly across multiple school sites. Include information on your staffing capacity, onboarding processes, implementation timelines, logistical planning, and examples of past rapid-start deployments. You may also describe strategies used to ensure readiness and smooth coordination with district or school teams.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offeror must demonstrate financial stability sufficient to perform the resulting contract. Offeror shall submit one of the following:

A. audited financial statements for the most recent fiscal year;
B. reviewed financial statements for the most recent fiscal year; or
C. if audited or reviewed statements are unavailable, internally prepared year-end financial statements for the most recent fiscal year accompanied by a letter signed by an authorized financial officer attesting that the statements are true and correct to the best of the Offeror's knowledge.

PED reserves the right to request additional financial information or conduct an independent responsibility review.

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 submit a signed 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. Oral Presentation

If oral presentations are held, finalist Offeror(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation Committee may ask questions and/or seek clarifications. Pursuant to Section II.B.9, Oral Presentations may held at the sole discretion of the Evaluation Committee.

5. Cost

Offerors must complete APPENDIX D, Cost Response Form.
Cost proposals must include, at a minimum:

A. cost per student;
B. hourly or unit rates, if applicable;
C. all-inclusive pricing that identifies costs for staffing, supervision, training, materials, travel, technology, data/reporting, and administration;
D. the proposed billing methodology; and
E. any assumptions underlying the proposed pricing.

All proposed costs must be fully loaded and include all expenses necessary to perform the services described in this RFP. PED will not pay for costs not included in the Offeror's submitted Cost Proposal. PED reserves the right to evaluate cost reasonableness across Offerors and may request clarification or justification of proposed costs during the evaluation process.

6. New Mexico/Native American Resident and Veteran Preferences

To ensure application of §13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran 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 responsive proposals.

Evaluation Factors *(Correspond to Sections IV.B and IV.C)*	**Points Available**
B. Technical Specifications (650 Total Points)	
B.1. Organizational Experience	150
B.2. Organizational References	75
B.3. Mandatory Specification	375
B.4. Desirable Specification	50
C. Business Specifications (350 Total Points)	
C.1. Financial Stability	50
C.2. Letter Of Transmittal	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
C.4. Oral Presentations	100
C.5. Cost	200
TOTAL POINTS AVAILABLE	**1,000**
C.6. New Mexico/Native American Resident Preference	**80 (8%)**
C.6. New Mexico/Native American Resident Veteran Preference	**100 (10%)**

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

PED reserves the right to assign lower scores to proposals that are overly general, lack operational detail, or do not demonstrate a feasible and credible approach to implementation at scale.

1. **B.1 Organizational Experience (150 Points)**
   Points will be awarded based on the thoroughness, clarity, and relevance of the Offeror's response. The Evaluation Committee will assess the Offeror's demonstrated experience, expertise, and knowledge in delivering high-impact tutoring or similar services.

   Consideration will include:

A. Demonstrated experience delivering tutoring or instructional support services at comparable scale and complexity;
B. Experience working with K-12 public education systems, particularly with at-risk student populations;
C. Qualifications and experience of key personnel, including education, certifications, and relevant expertise; and
D. The Offeror's ability to reflect on prior project successes and failures and demonstrate continuous improvement.

2. **B.2 Organizational References (75 Points)**
Points will be awarded based upon an evaluation of the responses to the Organizational Reference Questionnaire (APPENDIX F).

The Evaluation Committee will assess:

A. Evidence of successful implementation of similar services;
B. Demonstrated quality of service delivery and client satisfaction;
C. Relevance of referenced projects to the scope of this RFP; and
D. Strength and detail of feedback provided by references.

Points will be awarded for each individual reference response received, up to the total points available. References not received by the stated deadline will receive zero (0) points.

The Evaluation Committee may contact references to validate information provided. If conducted, all committee members will participate to ensure consistency in information received.

3. **B.3 Mandatory Specifications (375 Points)**
Points will be awarded based on the thoroughness, clarity, feasibility, and demonstrated capacity of the Offeror's response to Section IV.B.3, Mandatory Specifications, and alignment to Section IV.A, Detailed Scope of Work.

Responses must be organized by the categories below and clearly demonstrate the Offeror's ability to implement the required services at scale. Proposals that lack specificity, demonstrate unrealistic assumptions, or fail to show operational feasibility may receive reduced scores.

A. **Tutoring Model Requirements – 75 points**
Aligned to Section IV.A.1, points will be awarded based on the extent to which the Offeror:

1. Presents a clear, coherent, and evidence-based tutoring model aligned to high-impact tutoring best practices and requirements such as dosage, frequency, group size, duration, in-person delivery, etc.;
2. Demonstrates strong alignment to New Mexico adopted content standards and integration with core instruction and instructional materials;
3. Provides a realistic and well-structured plan for scheduling tutoring during the school day without disrupting core instruction;
4. Demonstrates how student grouping and consistent tutor assignment will be implemented and maintained;
5. Demonstrates alignment with school improvement priorities and instructional programs;
6. Demonstrates the ability to provide multilingual services and ensure access for multilingual learners;
7. Demonstrates culturally and linguistically responsive practices;
8. Provides a model that is feasible to implement across multiple sites and grade bands; and
9. Demonstrates ability to meet all requirements listed in ***Section IV.A.1 Tutoring Model Requirements (subsections A-O)***.

B. **Staffing Requirements – 75 points**
Aligned to Section IV.A.2, points will be awarded based on the extent to which the Offeror:

1. Demonstrates a strong and feasible staffing model that supports required tutor-to-student ratios and geographic coverage;
2. Provides clear recruitment, hiring, and retention strategies for qualified tutors;
3. Demonstrates robust training aligned to the tutoring curriculum and to the science of reading and/or mathematics instruction;
4. Includes a strong coaching, observation, and performance management system for tutors;
5. Demonstrates the ability to maintain staffing consistency and quality over time; and
6. Demonstrates ability to meet all requirements listed in ***Section IV.A.2 Staffing Requirements (subsections A-I)***.

C. **District and Site-Level Coordination Requirements – 75 points**
Aligned to Section IV.A.3, points will be awarded based on the extent to which the Offeror:

1. Demonstrates an understanding of and approach to serving at-risk student populations, including Native American students, in alignment with local context and community needs;
2. Demonstrates a clear and feasible process for student identification and referral aligned to MLSS and school data systems;

3. Describes how tutoring will be integrated into school schedules and instructional systems with minimal administrative burden;
4. Provides a strong approach to coordination with school leadership, teachers, and staff;
5. Provides a realistic site-level implementation approach, including scheduling, staffing, and student grouping;
6. Provides a clear and actionable strategy for maintaining student attendance and engagement;
7. Demonstrates meaningful and consistent family communication practices, including re-engagement strategies;
8. Describe how the Offeror will support school and district capacity to sustain effective tutoring practices, systems, and staff capability over time; and
9. Demonstrates ability to meet all requirements listed in ***Section IV.A.3 District and Site-Level Coordination Requirements (subsections A-H)***.

D. **Data and Reporting Requirements – 50 points**
Aligned to Section IV.A.4, points will be awarded based on the extent to which the Offeror:

1. Provides a comprehensive and usable data system for tracking attendance, tutoring dosage, and student progress;
2. Demonstrates how data will be used to inform instruction, regroup students, and improve program implementation;
3. Presents a clear and valid assessment strategy, including progress monitoring and outcome measurement;
4. Demonstrates timely and accurate reporting to PED, districts, and schools;
5. Provides a strong and feasible approach to measuring program effectiveness and continuous improvement; and
6. Demonstrates ability to meet all requirements listed in ***Section IV.A.4 Data and Reporting Requirements (subsections A-J)***.

E. **Data System Requirements – 50 points**
Aligned to Section IV.A.5, points will be awarded based on the extent to which the Offeror:

1. Describe Offeror's data system functions, data collection methods, accessibility, and reporting capabilities; and
2. Demonstrates ability to meet all requirements listed in ***Section IV.A.5 Data System Requirements (subsections A-F)***.

F. **Overall Performance Requirements – 25 points**
Aligned to Section IV.A.6, points will be awarded based on the extent to which the Offeror:

1. Describe plan to meet performance expectations, implementation fidelity, and capacity requirements; and

2. Demonstrates ability to meet all requirements listed in ***Section IV.A.6 Overall Performance Requirements (subsections A-G)***.

G. **Implementation Timeline and Deliverables – 25 points**
Aligned Section IV.A.7, points will be awarded based on the extent to which the Offeror:

1. Provides a clear and reasonable outline or Gantt chart that reflects the Offeror's intent and ability to meet deliverables by required deadlines; and
2. Demonstrates ability to meet all requirements listed in ***Section IV.A.7 Implementation Timeline and Deliverables***.

Responses will also be evaluated based on the feasibility and credibility of the proposed approach, including the Offeror's demonstrated capacity to implement the proposed services at the scale described.

4. **B.4 Desirable Specifications (50 Points)**
Points will be awarded based on the extent to which the Offeror demonstrates additional desirable capabilities identified in Section IV.B.4.

Consideration may include:

A. Demonstrated experience serving rural or frontier communities;
B. Demonstrated capacity to provide multilingual services at scale;
C. Demonstrated ability to integrate with district or state data systems;
D. Experience serving students with disabilities and English learners; and
E. Demonstrated ability to rapidly implement services across multiple sites.

5. **C.1 Financial Stability (50 Points)**
Points will be awarded based on the Offeror's demonstrated financial capacity to perform the resulting contract.

The Evaluation Committee will assess:

A. Overall financial stability and sustainability;
B. Adequacy of financial resources to support program implementation; and
C. Risk associated with the Offeror's financial position.

6. **C.2 Letter of Transmittal (Pass/Fail)**
Pass/Fail only. No points assigned.

7. **C.3 Campaign Contribution Disclosure Form (Pass/Fail)**
Pass/Fail only. No points assigned.

8. **C.4 Oral Presentation (100 Points)**
   Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

9. **C.5 Cost (200 Points)**
   The evaluation of each Offeror's cost proposal will be conducted using the following formula, based on the Offeror's Total Evaluated Cost as submitted in APPENDIX D:

   $$\frac{\text{Lowest Responsive Offeror's Total Evaluated Cost per Student}}{\text{Each Offeror's Total Evaluated Cost per Student}} \times \text{Available Award Points}$$

   For purposes of evaluation, "Total Evaluated Cost per Student" shall mean the total cost of all required services as defined in APPENDIX D, including all components necessary to fully deliver the services described in this RFP, and then divided by the number of students the Offeror intends to serve.

   All proposed costs must be fully loaded and inclusive of all expenses, including but not limited to staffing, supervision, training, materials, travel, technology, data/reporting, administration, and any other costs required to perform the scope of work. No additional costs outside of those included in the Offeror's submitted Cost Proposal will be allowed.

   Offerors shall not restructure, omit, or reallocate costs in a manner that would artificially reduce the Total Evaluated Cost per Student for evaluation purposes. PED reserves the right to review cost proposals for completeness, consistency, and reasonableness and may request clarification or justification of any proposed costs.

   If PED determines that a cost proposal is incomplete, unrealistic, or materially unbalanced, PED may adjust the evaluated cost for scoring purposes or deem the proposal non-responsive.

10. **C.6 New Mexico/Native American Resident and Veteran Preferences**
    Preference points will be applied in accordance with §13-1-21 NMSA 1978, as amended, and only upon submission of a valid applicable certificate.

    A. **New Mexico Resident Business Preference/Native American Resident Preference (80 Points)**

If an Offeror provides a valid certificate, points awarded will equal eight percent (8%) of the total points available.

B. **New Mexico Resident Veteran Preference/Native American Resident Veteran Preference (100 Points)**
If an Offeror provides a valid certificate, points awarded will equal ten percent (10%) of the total points available.

Offerors may not receive a combination of preference points. PED will apply only the highest applicable preference.

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 may 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: ACKNOWLEDGMENT OF RECEIPT FORM

REQUEST FOR PROPOSAL

House Bill 2 Statewide High Impact Tutoring for Reading and Math
RFP# 27-92400-00002

ACKNOWLEDGMENT OF RECEIPT FORM

This optional Acknowledgment of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgment of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgment 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.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgment of Receipt Form to:
To: Christina Weeks, Procurement Manager
Email: Tutoring.RFP@ped.nm.gov
Subject Line: HB2 Statewide HIT for Reading and Math RFP# 27-92400-00002

APPENDIX B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: Governor, Michelle Lujan Grisham; Lieutenant Governor, Howie Morales

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date(s) 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

PUBLIC EDUCATION DEPARTMENT

PROFESSIONAL SERVICES CONTRACT #_____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **PUBLIC EDUCATION DEPARTMENT**, 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 deliver high-quality, evidence-based tutoring services that result in measurable improvements in student academic outcomes and equitable access for at-risk student populations, in alignment with the requirements below.

1. **Tutoring Model Requirements**

   A. Deliver a high-impact tutoring model that includes a minimum of two (2) tutoring sessions per week for a minimum of eighteen (18) weeks and up to twenty-seven (27) weeks during school year 2026-2027. Per-student service provision shall total no less than ninety (90) minutes of instruction per week. Tutoring session length may vary to meet student needs, including shorter, more frequent sessions for elementary students. Student groups shall not exceed four (4) students per tutor in any session. Tutoring sessions must maximize active student engagement, with the majority of session time dedicated to student practice, discussion, and application of skills.
   B. Provide in-person tutoring as the primary delivery method. Virtual tutoring may be used only as a supplemental or contingency option with prior written approval from PED. Virtual tutoring and digital tools shall not replace live, tutor-led instruction as the primary mode of service delivery or constitute the majority of instructional time.
   C. Assign each student a consistent tutor for the duration of the program, except in cases of unavoidable staffing changes. Student grouping shall be based on skill level and may be adjusted only at defined assessment intervals or when student needs warrant. Tutors shall establish and maintain consistent, supportive relationships with students to promote engagement, attendance, and academic growth.
   D. Use initial and ongoing diagnostic data to inform lesson planning, skill focus, and student grouping. Instruction must regularly incorporate grade-level content and tasks aligned to current classroom instruction.

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E. Utilize high-quality, evidence-based instructional materials and a structured tutoring curriculum aligned to New Mexico adopted content standards in mathematics and language arts for grades K-12.
F. Provide tutoring curriculum that must include a clearly defined scope and sequence that systematically builds prerequisite skills and addresses unfinished learning. Tutoring shall not consist of homework help or unstructured academic support, but instead must provide targeted, standards-aligned instruction based on identified student learning needs.
G. Instruction must prioritize acceleration toward grade-level proficiency by strategically addressing prerequisite skills while maintaining access to grade-level standards. The curriculum must be coherent across grade levels and aligned to Layer 2 and Layer 3 intervention expectations within a Multi-Layered System of Supports (MLSS) framework (also known as Multi-Tiered System of Supports).
H. Tutoring sessions shall follow a consistent instructional routine that includes explicit instruction, guided practice, opportunities for student response, and checks for understanding aligned to lesson objectives.
I. Tutors shall provide immediate, specific feedback and corrective instruction during sessions to ensure student understanding and skill mastery.
J. Tutors must use lesson plans aligned to curriculum objectives and informed by student data.
K. Align each school's tutoring plan to its school improvement priorities, instructional program, and intervention structures.
L. Ensure alignment to each participating school's adopted instructional materials, scope and sequence, and pacing of standards.
M. Provide culturally and linguistically responsive tutoring services. Tutoring must be available in languages other than English, as needed to support multilingual learners, including sufficient staffing or translation supports to ensure meaningful access.
N. Ensure that tutoring is embedded within the regular school day and that students are not removed from core instruction, specials, or elective courses to participate.
O. Define scheduling models appropriate to grade bands (K-2, 3-5, 6-8, and 9-12).

2. **Staffing Requirements**

A. Utilize tutors who are appropriately trained in high-impact tutoring practices and culturally and linguistically responsive supports for diverse learners, and who demonstrate knowledge of literacy and/or mathematics instruction. Minimum tutor qualifications shall include:
    1. at least one of the following: a bachelor's degree, current enrollment in a teacher preparation program, or demonstrated experience in instructional support;
    2. completion of required pre-service training aligned to the science of reading and/or mathematics instruction; and
    3. demonstrated ability to support culturally and linguistically diverse learners.

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PED reserves the right to review tutor qualifications and training materials and require replacement of tutors who do not meet performance expectations.

B. The Contractor shall provide a minimum of twenty (20) hours of pre-service tutor training. Training must include instructional delivery aligned to the tutoring curriculum, use of student data to inform instruction, strategies for providing immediate feedback, and techniques to support active student engagement.
C. Provide consistent observation, biweekly coaching, and feedback cycle to improve tutor effectiveness;
D. Require and document completed and passed background checks for all tutors and staff serving students. No tutor, staff member, subcontractor, or other personnel may provide services to or have direct contact with students until the LEA required background check has been completed and passed. Documentation of background check clearance shall be provided to PED within five (5) business days upon request.
E. Coordinate with district administrators to ensure that all tutor background checks are consistent with and approved under district standards. The Contractor shall adhere to any additional district-specific requirements related to background checks or personnel clearance.
F. The Contractor shall not assign individuals currently employed in full-time instructional or support positions at participating schools to provide tutoring services during their contracted work hours. Tutoring staff must represent additional capacity and shall not replace or supplant existing school personnel. Part-time or hourly staff may be utilized provided their participation occurs outside of regular contracted duties and is approved by the district.
G. The Contractor shall ensure that communication between students and tutors is appropriately limited, monitored, and compliant with school and PED expectations for student safety.
H. Maintain a system for tutors and staff to report concerns regarding student safety and wellbeing.
I. Develop and implement a performance measurement approach acceptable to PED that measures the effectiveness of the tutoring services and supports continuous improvement.

3. **District and Site-Level Coordination Requirements**

A. Implement student enrollment, outreach, and communication strategies responsive to New Mexico's diverse communities. For schools serving Native American students, the Contractor shall coordinate with tribal education departments, where applicable, and demonstrate culturally relevant implementation practices, including communication, instructional approaches, and community engagement aligned to local context.
B. Coordinate with school personnel so that student referrals prioritize students with the greatest academic need, including students identified through standardized assessments, local benchmark data, and/or MLSS processes as performing below grade-level expectations. Priority is given to students

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identified by PED or participating schools as having the greatest academic need, including but not limited to students in the lowest-performing quartile or other PED-approved criteria.

C. Coordinate with schools to utilize school- and student-level data to identify students most likely to benefit from Layer 2 and Layer 3 small-group intervention and ensure a site-level implementation approach.
D. Coordinate with schools to assess student skill levels and group students based on comparable skill levels, learning goals, and the school's MLSS. Coordination must include alignment to current classroom pacing and instructional priorities where appropriate.
E. Maintain a system for teacher-to-tutor communication to support alignment between tutoring and core instruction.
F. Communicate regularly with families to support student attendance and engagement, and provide updates on student progress, skill development, and areas of instructional focus, using methods such as phone calls, text messages, email, and coordination with school partners.
G. The Contractor shall prepare and implement an attendance and re-engagement plan for students with inconsistent participation; maintain regular family communication; and describe incentives, supports, or partnerships used to improve attendance and persistence. The plan shall include strategies to address risks including staffing shortages, attendance challenges, schedule disruptions, school-level implementation barriers, and any temporary transition to virtual service delivery.
H. The Contractor shall support the long-term sustainability and capacity building of high-impact tutoring efforts within participating schools and districts. This includes:
    1. Providing training and resources to school and district staff to support tutoring implementation.
    2. Supporting the development of systems and processes that enable schools to sustain tutoring practices beyond the term of the contract.
    3. Documenting best practices, tools, and implementation guides for use by PED and participating schools.
    4. Gradually increasing collaboration with school-based staff to build internal capacity over the course of the contract.

4. **Data and Reporting Requirements**

A. Coordinate with PED to incorporate PED-provided observations and monitoring into tutor trainings and tutoring sessions. This includes allowing PED personnel access to observe live or recorded sessions, providing session materials and attendance lists, and integrating PED feedback into ongoing professional development and instructional practices.
B. Provide PED and designated school leadership with a data-tracking and monitoring system to input site and program information, tutor and student demographics, schedules, student attendance and tutoring dosage, progress monitoring notes, survey data, and assessment results.

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C. The data-tracking system is used to adjust instruction, regroup students, and improve program implementation on an ongoing basis.
D. Execute all required data-sharing agreements with PED, districts, and schools, and comply with the Family Education Rights and Privacy Act (FERPA) and other applicable privacy requirements.
E. Balanced assessments are tracked, including baseline beginning-of-year (BOY) or point-of-entry, taken prior to the start of tutoring services, middle-of-year (MOY), and outcome assessments, end-of-year (EOY) or exit assessments, for participating students. Baseline and outcome data must include reading and/or math proficiency indicators aligned to grade-level standards. Assessment tools must be research-based, aligned to grade-level standards, and approved by PED.
F. Ongoing progress-monitoring measures are used to tailor instruction and monitor outcomes. The Contractor must report assessment results to participating schools and PED without undue burden or delay. Assessment tools must be research-based, aligned to grade-level standards, and approved by PED.
G. Progress monitoring data must be used to adjust instruction and lesson plans in a timely manner, including within subsequent tutoring sessions where appropriate.
H. Implement a school-student referral system through which schools can refer students for services efficiently and without undue administrative burden.
I. Conduct progress monitoring at least every two (2) weeks and provide resulting data to the district, school, and PED within five (5) business days of collection.
J. Prepare and deliver a 30-minute program success story presentation to PED that highlights tutoring outcomes and program impact, including evidence of student growth, effective implementation practices, and key lessons learned. The presentation may focus on an individual student, a single school, or program-wide outcomes.

5. **Data System Requirements**
The Contractor shall implement a comprehensive assessment and data reporting system that includes:

A. Baseline (Pre-Assessment)
    1. Administration of a baseline assessment prior to the start of tutoring services (BOY or point-of-entry).
    2. Baseline data must include reading and/or math proficiency indicators aligned to grade-level standards.
B. Progress Monitoring
    1. Ongoing progress monitoring at least every two (2) weeks.
    2. Data must be used to inform instructional adjustments and student grouping.
C. Outcome (Post-Assessment)
    1. Administration of an end-of-program assessment (EOY or exit assessment).
    2. Measurement of student growth from baseline to post-assessment.
D. Reporting Requirements
    1. Monthly attendance, dosage, and progress monitoring summary reports to teachers and families.

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2. End-of-year report including student growth outcomes, percent of students demonstrating improvement, and analysis of program effectiveness

E. Data Access
   1. Contractor must provide PED access to dashboards or reports upon request.
   2. Contractor must provide PED access to Student State Identification (SSID) numbers, program attendance, and subject tutored of participating students

F. Survey Measures
   1. Administration of pre- and post-program perception surveys, as approved by PED, for participating students, families, tutors, and/or school staff, as applicable.
   2. Survey data must be used to assess program quality, student engagement, implementation fidelity, and stakeholder satisfaction.
   3. Contractor must summarize survey findings in end-of-year reporting to PED.

All data systems must be capable of exporting data in formats specified by PED and must align with PED reporting requirements. PED reserves the right to require integration with state or district data systems.

6. **Overall Performance Requirements**

The Contractor shall meet the overall performance requirements that include:

A. The Contractor shall ensure that participating students receive the minimum required instructional dosage over the course of the program and must monitor and report actual instructional minutes per student. Failure to maintain adequate average instructional minutes per student, in addition to attendance thresholds, may result in corrective action.

B. The Contractor shall maintain a minimum average student attendance rate of eighty percent (80%) across all participating students. Attendance rates must be reported to PED. The Contractor must implement corrective actions if attendance falls below the eighty (80%) threshold.

C. The Contractor shall ensure that delivery model, staffing levels, geographic coverage, and implementation timelines proposed in the response are maintained throughout the contract period. Any material deviation from the proposed staffing model or service capacity must be approved in writing by PED.

D. Failure to begin services in Fall of Year One without prior written approval from PED may result in corrective action, reduction of assigned sites, or contract termination.

E. Instructional fidelity shall include adherence to the required tutoring model components, including consistent session structure, use of aligned curriculum, delivery of explicit instruction, and provision of immediate feedback. The Contractor must monitor and document instructional fidelity through observations and coaching cycles.

F. The Contractor shall use instructional fidelity data to inform coaching, tutor support, and continuous improvement of service delivery.

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G. The Contractor shall maintain professional conduct in all in-person communications and virtual meetings, demonstrating respect, courtesy, and clear, effective communication at all times. The Contractor shall ensure that virtual meeting practices reflect professionalism, including the use of appropriate, non-distracting virtual backgrounds or physical environments that accurately and respectfully represent the Contractor and the work being performed.

Failure to meet the above performance expectations including, but not limited to, student growth targets, attendance thresholds, instructional dosage requirements, or professional conduct, may result in required corrective action plans, reduction in assigned sites, or termination of the contract at the discretion of PED.

7. **Implementation Timeline and Deliverables**

Deliverable and Short Description	**Responsible Party**	**Submission Format**	**Due Date***
1. Post Award Orientation Session with PED – Project Contacts and Communication Plan	PED; Contractor	Meeting Notes (PDF Document)	Within fourteen (14) days of award
2. Regular Check-In Meetings with PED – Weekly (or at a duration otherwise determined by PED)	PED; Contractor	Meeting Notes (PDF Document)	**Ongoing** – Due within one week of each meeting
3. Regular Invoice submissions and corresponding supporting documents based on deliverable completion – Monthly (as appropriate with completion of deliverables)	Contractor	OBMS Submission: Invoice and Supporting Documents (PDF Documents)	**Ongoing** – Due monthly in conjunction with deliverable completion
4. Staffing and Onboarding Tutors – This includes documentation of qualifications and verified passed background checks for each tutor	Contractor	Report of each tutor, tutor qualifications, and verified passed background checks (Excel Spreadsheet and PDF Document)	September 30, 2026
5. Tutor Training Materials PED Approval – via email	PED; Contractor	Proposed Tutor Training Materials and PED Approval Confirmation Email (PDF Documents)	September 30, 2026
6. Site-Level Tutoring Curriculum Plans PED Approval – via email	PED; Contractor	Proposed Tutoring Curriculum Materials and PED Approval Confirmation Email (PDF Documents)	September 30, 2026

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7. Pre-Service Tutor Training – Twenty (20) hours of training with PED-Approved Training Materials	Contractor	PED-Approved training materials, tutor Training Agenda, and Attendance List (PDF Documents)	September 30, 2026
8. Outreach to Districts and School Sites – Contractor will track outreach, communication, and service participation status (specific outreach directed by a PED-Approved New Mexico Region/District List)	PED; Contractor	Outreach tracking spreadsheet and corresponding report (Excel Spreadsheet and PDF Document)	September 30, 2026
9. Coordinate with Districts and School Sites to Identify and Roster Students – with Contractor provided Data and Student Rostering System	Contractor	District and School Site Meeting Notes (PDF Documents)	September 30, 2026
10. Begin Tutoring Service Implementation and Take Program Attendance Daily	PED; Contractor	Implementation Start Confirmation Notification to PED (Email)	October 31, 2026
11. Initial Implementation Data System Report – includes initial student data and a statement on anticipated final project student participation numbers	Contractor	Initial Data System Student Data Report (Excel Spreadsheet and PDF Document)	November 30, 2026
12. Mid-Year Implementation and Data Update Report – includes all actual current data	Contractor	Mid-Year Data System Student Data Report (Excel Spreadsheet and PDF Document)	February 20, 2027
13. Final Project Implementation and Data Report – including, student SSIDs, tutoring subject, program attendance, overall project findings, and all project records relevant to contract requirements	Contractor	Final Project Report and Final Data System Student Data Report (Excel Spreadsheet and PDF Document)	May 31, 2027
14. 30-Minute Program Success Story Presentation (recorded by PED)	PED; Contractor	Presentation Materials (PDF Document)	June 15, 2027
15. Contractor Request to Extend Services into Year Two (School Year 2027-2028) – Request must include a statement confirming original SOW to continue (minor adjustments to SOW must be approved by PED) (contract extensions are not guaranteed)	Contractor	Proposed School Year 2027-2028 SOW (Word Document)	June 15, 2027
16. Year One Feedback and Year Two Contract Discussion	PED; Contractor	Meeting Notes (PDF Document)	June 15, 2027

*Dates may be adjusted under limited circumstances with written approval from PED

2. <u>Compensation.</u>

A. The Agency shall pay to the Contractor in full payment for services satisfactorily

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performed at the rate of (AMOUNT) dollars based upon deliverables, milestones, and budget, such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement 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). 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.

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, 2027**, 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.

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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

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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.

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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.

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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 affected 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 by email, as follows:

To the Agency:
Christina Weeks | HB2 High Impact Tutoring
Teaching, Learning and Innovation Division
Public Education Department
300 Don Gaspar Ave. | Santa Fe, NM 87501
Christina.Weeks@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.

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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

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APPENDIX D: COST RESPONSE FORM

COST RESPONSE FORM

The Offeror's cost must include all costs associated with the delivery of high-impact tutoring services. Costs include direct costs, indirect costs, travel, training, district and school site recruitment, materials, labor, etc. Statutory requirements of NMSA 1978, §13-1-150 regarding Multi-Term Contracts limits must be complied with when establishing Pricing/Term periods or extension pricing.

A complete Cost Response shall include:

1. A complete Cost Narrative; and
2. A complete Total Cost Budget Table

Directions:

1. Cost Narrative

Provide a complete Cost Narrative including, but not limited to:

- Describe your detailed pricing model and the number of students you intend to serve, (e.g., usage, number of students, duration of each tutoring session, etc.)
- Describe the features and services included in the base fees
- Describe any one-time start-up fees

2. Total Cost Budget Table

Provide a complete Total Cost Budget Table that includes columns for expense, description, quantity, unit cost, and amount. Also include total cost, total number of students, and cost per student. Attach extra pages if necessary.

Total Cost Budget Table				
Expense	**Description (how funds will be used)**	**Quantity**	**Unit Cost**	**Amount**
			Total Cost	
			Total Number of Students	
			Cost Per Student (Total Cost/Total Number of Students)	

APPENDIX E: LETTER OF TRANSMITTAL FORM

Letter of Transmittal Form

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP# 27-92400-00002

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

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	
NM SHARE Supplier ID#	

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			
Email			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B and 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. **Will any subcontractor(s) be used in the performance of any resultant contract?** (Select one):

____ No.

____ Yes. Identify subcontractor(s): _____

4. **Will any other entity(ies) (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract**? (Select one)

____ No.

____ Yes. Identify entity(ies): _____

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.

Sign: _____ Date: _____

(*Must be signed by the individual identified in item #2.A, above*.)

APPENDIX F: ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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 Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide 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, as per Section IV.B.2. If the business reference chooses to respond, they are required to submit the completed Organizational Reference Questionnaire directly to: **Christina Weeks** at **Tutoring.RFP@gped.nm.gov** by **July 17, 2026, 5:00 PM 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# 27-92400-00002
ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

[Offeror Name]

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the State of New Mexico, Public Education Department via email to:

Name: **Christina Weeks**, Procurement Manager
Email: **Tutoring.RFP@ped.nm.gov**

Forms must be submitted no later than ***July 17, 2026 by 5:00 PM MDT,*** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide thorough comments in response to the questions asked. The comments you provide will help the State of New Mexico evaluate the above-referenced Offeror's service history, successful execution of services, and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** at Tutoring.RFP@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 email address	
Project/Service description	
Project/Service dates (start and end dates)	
Project/Service technical environment (i.e., Data analysis, Program evaluation platform or software, Internet capabilities, Data communications, Network, Hardware)	

QUESTIONS:

1. In what capacity have you worked with **[Offeror name]** in the past?

2. How would you describe **[Offeror name]**'s knowledge and expertise?

3. How would you describe **[Offeror name]** flexibility relative to changes in the project scope and timelines?

4. How satisfied are you with the materials/documentation produced by **[Offeror name]**?

5. How would you describe the dynamics/interaction between **[Offeror name]**'s personnel and your staff?

6. By name, please identify who are/were **[Offeror name]**'s principal representatives involved in your project. How would you describe your satisfaction with each representative, individually? Please provide a brief comment on the skills, knowledge, behaviors, or other factors on which you based your satisfaction.

7. How satisfied are/were you with the services rendered and/or products developed by **[Offeror name]**? Please provide a brief explanation as to why you were or were not satisfied.

8. With which aspect(s) of **[Offeror name]**'s services are/were you most satisfied? Please provide a brief explanation as to why you were satisfied.

9. With which aspect(s) of **[Offeror name]**'s services are/were you least satisfied? Please provide a brief explanation as to why you were dissatisfied.

10. Would you recommend **[Offeror name]**'s services to your organization again? Why or why not?

11. Is there any other information you wish to share regarding **[Offeror name]**?