STATE PURCHASING DIVISION
OF THE
GENERAL SERVICES DEPARTMENT
AND
NEW MEXICO PUBLIC EDUCATION DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

School and District Leadership Technical Assistance and Program Evaluation Services

RFP#
27-92400-00004

RFP Release Date: September 21, 2026

Proposal Due Date: October 21, 2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to solicit proposals to establish a contract through competitive negotiations for the procurement of professional services to provide facilitation, research, technical assistance, program approval support, and program evaluation services in support of the New Mexico Public Education Department's (NMPED's) school and district leadership initiatives. The selected Contractor will support implementation of House Bill 157 (2025) through facilitation of the First-Year Principal and Superintendent Induction and Mentorship Task Force, management of the Aspiring Superintendent Academies (ASA) program approval process, and evaluation of the New Mexico Principal Residency Program.

B. BACKGROUND INFORMATION

The NMPED is committed to strengthening the quality of school and district leadership to improve educational outcomes for all New Mexico students. Effective principals and superintendents are critical to establishing high-performing schools, supporting educators, and creating learning environments that promote student success.

In 2025, the New Mexico Legislature passed, and the Governor signed House Bill 157 (HB 157), which significantly modernized New Mexico's framework for school and district leader licensure and preparation. HB 157 establishes new principal and superintendent licensure pathways, replaces the former Professional Administrator Licensure framework, and requires NMPED to redesign leadership preparation systems, including the development and approval of Site Administrator Preparation Programs and Aspiring Superintendent Academies. These changes require the establishment of rigorous program approval processes and ongoing support to ensure leadership preparation programs are aligned with state requirements and evidence-based practices.

As part of implementing HB 157 and advancing the state's strategic priorities for educational leadership, NMPED is also working to strengthen the preparation and support of school and district leaders through research, stakeholder engagement, and continuous program improvement. This includes convening a statewide task force to develop recommendations for first-year principal and superintendent induction and mentoring, implementing a rigorous review and approval process for Aspiring Superintendent Academies, and evaluating the effectiveness of the New Mexico Principal Residency Program to inform future policy and programmatic decisions.

Through this procurement, NMPED seeks to obtain professional services to provide facilitation, research, technical assistance, program approval support, and program evaluation services that will assist the Department in successfully implementing these leadership initiatives. The resulting contract will support NMPED in developing evidence-based recommendations, ensuring the quality of leadership preparation programs, and evaluating the effectiveness of leadership

development initiatives to strengthen the pipeline of highly effective school and district leaders across New Mexico.

C. SCOPE OF PROCUREMENT

NMPED is seeking to procure professional services to provide technical assistance, facilitation, research, program approval support, and program evaluation services in support of statewide educator quality and school leadership initiatives. Specifically, the Contractor will support: (1) facilitation and content development for the First-Year Principal and Superintendent Induction and Mentorship Task Force; (2) management and facilitation of the ASA program approval process; and (3) evaluation of the New Mexico Principal Residency Program.

The resulting contract will support NMPED's efforts to strengthen educator induction and mentoring systems, ensure high-quality preparation of future superintendents through a rigorous program approval process, and evaluate the effectiveness of principal residency programs to inform continuous improvement and future policy decisions.

The anticipated term of the resulting contract shall begin upon final required approval, expected November 26, 2026, and shall continue through June 30, 2027. The contract will not include an optional renewal term.

This RFP is intended to result in one professional services contract between NMPED and one successful Offeror. The successful Offeror must perform all four service components described in this RFP.

D. PROCUREMENT MANAGER

NMPED has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Dr. Candice Flint, Procurement Manager
Telephone: (505) 490-3896
Email: Candice.Flint@ped.nm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have authority to respond on behalf of the New Mexico Public Education Department or the State Purchasing Division (SPD) of the General Services Department.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion**

will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to PED's EdQuality.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 TERMINOLOGY

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

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

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

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

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

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

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

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

8. "**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.

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

10. "**Electronic Submission**" means a successful submittal of Offeror's proposal electronically through PED's EdQuality.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.

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

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

13. "**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.

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

15. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.7.

16. "**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.

17. "**IT**" means Information Technology.

18. "**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.

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

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

21. "**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.

22. **"Procuring Agency"** means the New Mexico Public Education Department.

23. "**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.

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

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

26. "**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.

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

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

29. **"Single Award"** means an award of the contract to one Offeror.

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

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

32. "**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.

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

34. **"Statement of Concurrence"** means an affirmative statement from the Offeror agreeing to comply with an applicable Section IV requirement. The statement shall be included with the Offeror's response to that requirement. Examples include "We concur," "Understands and complies," and "Will comply, if applicable."

35. "**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.

36. "**Written**" means typewritten on standard 8 ½ x 11 inch paper. Larger paper 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 your own internet connection. The library contains information listed below:

RFP, RFP Amendments, RFP Cost Response Form Template, 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/
School and District Leaders
https://web.ped.nm.gov/bureaus/educator-quality/school-and-district-leaders

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 Procurement Office	September 21, 2026
2. Acknowledgement of Receipt Form	Potential Offerors	September 30, 2026
3. Pre-Proposal Conference	Agency	N/A
4. Deadline to submit Written Questions	Potential Offerors	October 2, 2026
5. Response to Written Questions	Procurement Manager	October 7, 2026
6. Submission of Proposal	***Potential Offerors***	October 21, 2026
7.* Proposal Evaluation	Evaluation Committee	October 22 through November 6, 2026
8.* Selection of Finalists	Evaluation Committee	November 9, 2026
9 * Oral Presentation(s)	Finalist Offerors	November 11, 2026
10.* Best and Final Offers	Finalist Offerors	November 13, 2026
11.* Finalize Contractual Agreements	Agency/Finalist Offerors	November 16 through November 25, 2026
12.* Contract Awards	Agency/ Finalist Offerors	November 26, 2026
13.* Protest Deadline	PED Procurement Office	December 11, 2026

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

B. EXPLANATION OF EVENTS

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

1. Issue RFP

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

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, Dr. Candice Flint at EdQuality.RFP@ped.nm.gov to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 3:00 pm MST/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, or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. 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 3:00 PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

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

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

5. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/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 completely uploaded and submitted electronically via the EdQuality.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 the EdQuality.RFP@ped.nm.gov email by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the EdQuality.RFP@ped.nm.gov system 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 EdQuality.RFP@ped.nm.gov email address. Refer to Section III.B.1 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.

6. 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.

7. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify, up to five finalist Offerors according to the schedule in Section II.A, or as soon as possible thereafter. If oral presentations are held, the Procurement Manager will provide a presentation schedule. Finalists will be the Offerors receiving the highest cumulative scores under Section IV.B.1, Organizational Experience; Section IV.B.2, Organizational References; Section IV.B.3, Mandatory Specifications; and Section IV.B.4, Desirable Specifications.

8. Oral Presentations

Finalist Offerors, as selected per Section II.B.7 above, may be required to conduct an oral presentation at a venue to be determined as per 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;

including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

9. Best and Final Offers

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

10. Finalize Contractual Agreements

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

11. Contract Awards

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

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

Protest Manager:

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

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the General Requirements, 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, 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 or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

5. Amended Proposals

An Offeror may submit an amended proposal before the 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, separate redacted version of the Offeror's proposal, as required under Section III.B, Electronic Submission, shall be submitted with proprietary or confidential information blacked out to facilitate eventual public inspection of the non-confidential version of the proposal.

IMPORTANT: The price of products offered, or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

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

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by

sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied 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 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 its 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 <u>accepted</u> by the Offeror.

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Verification of Offeror Capacity and Representation

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.

20. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.C.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **<u>all</u>** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

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 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 NMPED.

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 e-mail. Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.4, 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 healthcare coverage programs by providing each employee with, as a minimum, the following website 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 statewide price agreement) of $250,000.

30. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) as 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 a Letter of Transmittal Form (APPENDIX E), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; or (C) provide clarifications or answer questions regarding the Offeror's proposal content *(A response to B or C is only necessary if the responses differs from the individual identified in A)*;

3. Identify any subcontractor(s) that may be utilized in the performance of any resultant contract award;
4. Identify any other entity(ies) (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 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 organization's acceptance of the Section V.B Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit a signed Letter of Transmittal Form (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:
   i. 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.

ii. 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.
iii. 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 Offer 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 Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror <u>must</u> 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 https://www.tax.newmexico.gov/businesses/business-preference-certification/.

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 EdQuality.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' proposals 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 EdQuality.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 EdQuality.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 EdQuality.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, for requirements for attaching large files.
    e. **DO NOT password-protect proposal documents –** PED's EdQuality.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.i.a.

2. **Technical Proposals** – 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: Since 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.5 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical documents:**
        a. ONE (1) **unredacted** version of the Technical Proposal for evaluation purposes; **and**
        b. 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 Proposals – 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 50 mb 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.**

Offerors must submit a complete and responsive proposal organized in the order listed below. All sections are required unless explicitly identified as optional.

All proposals must be submitted as follows:

a) Proposal Organization

1. Signed Letter of Transmittal
2. Signed Campaign Contribution 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)
7. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal)**
    a. Organizational Experience
    b. Organizational References
    c. Oral Presentation (if applicable)
    d. Mandatory Specification
    e. Desirable Specification
    f. Financial Stability–(Financial information considered confidential, as defined in Section I.F. and detailed in Section II.C.8, should be placed in the Confidential Information file, per Section III.B.2.a, as applicable)
    g. Performance Surety Bond (if applicable)
    h. New Mexico/Native American Resident Preferences (if applicable)
8. Other Supporting Material (if applicable)

b) 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 NMPED seeks professional services to support statewide initiatives focused on strengthening the preparation, induction, mentorship, and development of school and district leaders.

The Contractor shall provide project management, technical assistance, facilitation, research, content development, program approval support, data collection and analysis, and program evaluation services across the following four areas:

1. First-Year Induction and Mentorship Task Force Facilitation;
2. First-Year Induction and Mentorship Task Force Content Development;
3. ASA Program Approval; and
4. Principal Residency Program Evaluation.

The Contractor shall work collaboratively with NMPED-designated staff throughout the contract period. All final products and recommendations shall be subject to NMPED review and approval.

A. First-Year Induction and Mentorship Task Force Facilitation

The Contractor shall provide planning and facilitation services for the First-Year Induction and Mentorship Task Force. The purpose of the Task Force is to support NMPED in developing recommendations related to effective induction and mentorship for first-year principals and superintendents in New Mexico. Unless NMPED approves otherwise in writing, the eight Task Force meetings shall be conducted virtually through an NMPED-designated platform, shall serve a statewide group, and shall not exceed two hours per meeting. The Contractor shall also participate in up to eight one-hour planning or debrief meetings with NMPED staff.

The Contractor shall:

a. Engage in collaborative planning with NMPED staff to establish Task Force objectives, meeting outcomes, sequencing of topics, timelines, and expected deliverables;
b. Develop a facilitation plan and overall approach for the Task Force process;
c. Plan and facilitate eight (8) Task Force meetings in collaboration with NMPED;
d. Develop materials for each of the eight (8) meetings, including, at minimum:

    1. Meeting agendas;
    2. Facilitation plans;
    3. Presentation decks;

4. Discussion questions and protocols;

5. Participant handouts and supporting resources; and

6. Other materials necessary to accomplish established meeting objectives;

e. Facilitate structured discussions and activities that promote meaningful stakeholder participation and support the development of actionable recommendations;
f. Document key decisions, recommendations, action items, and areas requiring additional consideration following Task Force meetings; and
g. Revise meeting materials and facilitation approaches based on NMPED feedback and the evolving needs of the Task Force.

B. First-Year Induction and Mentorship Task Force Content Development

The Contractor shall provide research, content development, and subject matter expertise to inform the work and recommendations of the First-Year Induction and Mentorship Task Force.

The Contractor shall:

a. Conduct a review of relevant research and evidence-based or promising practices related to the induction, mentorship, coaching, and support of first-year principals and superintendents;
b. Prepare concise, accessible summaries of relevant research for use by NMPED and Task Force members;
c. Identify and review examples of principal and superintendent induction and mentorship programs implemented in other states, districts, or comparable educational settings;
d. Prepare summaries of selected induction and mentorship program models from across the country, including relevant program components, structures, implementation considerations, and promising practices;
e. Develop materials that assist Task Force members in comparing research, national models, and the needs and context of New Mexico schools and districts;
f. Synthesize research findings, examples from other jurisdictions, stakeholder input, and Task Force discussions;
g. Develop draft recommendations reflecting the work of the Task Force; and
h. Revise recommendations based on feedback from the Task Force and NMPED.

C. Aspiring Superintendent Academies Program Approval

The Contractor shall provide project management, technical assistance, and facilitation to support NMPED's ASA program approval process. For pricing and work-planning purposes, the scope includes one reviewer orientation of up to two hours, review and coordination for up to four program applications and their supporting materials, one

reviewer deliberation meeting of up to three hours per application, and up to two one-hour technical-assistance sessions per applicant. Activities shall be conducted virtually unless NMPED approves an in-person activity in writing.

The Contractor shall:

a. Collaborate with NMPED to plan and manage the ASA program review and approval process;
b. Support the development or refinement of review schedules, processes, protocols, scoring tools, rubrics, reviewer materials, and other documentation necessary to conduct the review;
c. Provide technical assistance and logistical support necessary to manage the review process;
d. Facilitate the review process for up to four (4) ASA programs;
e. Support reviewers in consistently applying NMPED-established program approval standards and criteria;
f. Facilitate reviewer discussions regarding program evidence, strengths, areas of concern, and findings;
g. Document findings and recommendations resulting from each program review; and
h. Provide NMPED with program-specific review documentation and recommendations for consideration.

The Contractor's role shall be advisory. Final decisions regarding approval, conditional approval, denial, or other program actions shall remain solely with NMPED.

D. Principal Residency Program Evaluation

The Contractor shall conduct an evaluation of the New Mexico Principal Residency Program to provide NMPED with evidence regarding program implementation, participant experiences, outcomes, and opportunities for continuous improvement.

The Contractor shall collaborate with NMPED to establish the evaluation framework, methodology, data sources, timeline, and reporting expectations.

At a minimum, the evaluation shall include the following components:

a. Mid-Year (MOY) and End-of-Year (EOY) Surveys. The Contractor shall develop, administer, and analyze MOY and (EOY surveys, as applicable, to gather information regarding participant experiences, program implementation, quality of preparation and support, and other NMPED-identified areas of interest.
b. Completer Data. The Contractor shall compile and analyze available data regarding individuals completing the Principal Residency Program. Analysis shall identify relevant trends and findings regarding program completion and participant characteristics, as data availability permits.

c. Placement Data. The Contractor shall compile and analyze available data regarding the employment and placement of program completers into school leadership positions. The analysis shall examine relevant placement trends and outcomes, as data availability permits.

d. Mentor Interviews. The Contractor shall develop interview protocols and conduct interviews with a minimum of ten and a maximum of fifteen Principal Residency Program mentors, with each interview lasting up to sixty minutes. If fewer than ten eligible mentors consent or are available after reasonable recruitment efforts, the Contractor shall interview all available consenting mentors and document the limitation. Interviews shall examine mentor experiences, implementation of the residency model, resident preparation and development, strengths of the program, challenges, and opportunities for improvement.

e. Common Performance Tasks (CPT) Data Analysis. The Contractor shall analyze available CPT data relevant to the Principal Residency Program. The Contractor shall work with NMPED to determine the appropriate variables, measures, and analytical approach and shall identify findings and trends relevant to program quality and outcomes.

f. Final Evaluation Report. The Contractor shall synthesize findings from the MOY and EOY surveys, completer data, placement data, mentor interviews, CPT data, and other relevant sources into a comprehensive final evaluation report. The final report shall include, at minimum:

1. Evaluation purpose and methodology;
2. Description of data sources;
3. Key findings;
4. Analysis of program implementation and outcomes;
5. Identified strengths and promising practices;
6. Identified challenges, gaps, or areas for improvement;
7. Conclusions supported by the available evidence; and
8. Actionable recommendations for program improvement and future implementation.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

A. Offeror **must**:

a. Demonstrate a record of successful performance and stakeholder satisfaction in completing work of similar scope, complexity, and significance.

b. Demonstrate expertise in school and district leadership, including experience participating in or supporting statewide task forces, advisory groups, or similar bodies responsible for developing and implementing educational programs, policies, and initiatives.

c. Demonstrate experience with state-level approval and review processes, including demonstrated knowledge of applicable requirements, procedures, standards, and stakeholder engagement.

d. Demonstrate experience conducting program evaluations of educational leadership preparation and development programs, including Site Administrator Preparation Programs, Principal Residency programs, and ASAs or comparable leadership development initiatives.

e. Demonstrate understanding of the New Mexico educational leadership context, including the unique needs, opportunities, and challenges facing schools, districts, school leaders, and educational leadership preparation programs across the state.

f. Demonstrate experience aligning programs, evaluations, recommendations, or policy work with the requirements and educational priorities arising from the *Martinez/Yazzie* consolidated litigation, including consideration of the needs of student populations identified in the court's findings.

B. Provide a detailed resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel are identified as individuals who will have primary responsibility for the management, oversight, design, execution, evaluation, analysis, or delivery of the work required under this RFP. This includes, as applicable, the project lead or principal investigator, program evaluation lead(s), subject matter experts, and other personnel whose qualifications and expertise are essential to the successful completion of the Scope of Work. Offeror must include key personnel education, work experience, and relevant certifications and licenses.

C. Describe at least two project successes and failures in similar work. Include how each experience improved the Offeror's services.

2. Organizational References

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

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

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

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

Organizational References that are not received or are not complete may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments. NO LATE QUESTIONNAIRES CAN BE ACCEPTED.

3. Mandatory Specification

The Offeror must provide a detailed Technical Approach that demonstrates its understanding of the Detailed Scope of Work and describes how the Offeror will successfully perform all required services and deliverables.

The Offeror's response must, at a minimum, address each of the following:

A. Overall Technical Approach

The Offeror must describe its overall approach and methodology for completing the work required under this RFP. The response must demonstrate an understanding of the relationship among the four primary work areas and describe how the Offeror will ensure quality, consistency, coordination, and timely completion of deliverables.

B. First-Year Induction and Mentorship Task Force Facilitation

The Offeror must describe its proposed approach to:

1. Collaboratively planning with NMPED for the Task Force;
2. Planning and facilitating eight (8) Task Force meetings;
3. Developing agendas, facilitation plans, presentation decks, participant materials, and related resources;
4. Facilitating meaningful stakeholder engagement and productive discussion;
5. Documenting decisions, recommendations, action items, and areas requiring additional consideration; and

6. Incorporating NMPED and Task Force feedback throughout the facilitation process.

C. First-Year Induction and Mentorship Task Force Content Development

The Offeror must describe its proposed approach to:

1. Identifying, reviewing, and synthesizing relevant research related to principal and superintendent induction, mentorship, coaching, and support;
2. Identifying and analyzing induction and mentorship models and promising practices from other states, districts, or comparable educational settings;
3. Translating research and national examples into accessible materials for Task Force members;
4. Incorporating the context and needs of New Mexico schools and districts into the work; and
5. Developing, refining, and finalizing Task Force recommendations based on research, stakeholder input, Task Force discussion, and NMPED feedback.

D. Aspiring Superintendent Academies Program Approval

The Offeror must describe its proposed approach to supporting the Aspiring Superintendent Academies program approval process, including:

1. Management and coordination of the review process;
2. Development and/or refinement of review schedules, protocols, rubrics, scoring tools, and reviewer materials;
3. Facilitation of reviews for up to four (4) programs;
4. Strategies for supporting consistent and objective application of NMPED-established approval criteria;
5. Facilitation of reviewer deliberations; and
6. Documentation of program-specific findings and recommendations.

The Offeror must acknowledge that final approval decisions remain solely with NMPED.

E. Principal Residency Program Evaluation

The Offeror must describe its proposed evaluation methodology for the New Mexico Principal Residency Program, including its approach to:

1. Development, administration, and analysis of MOY and EOY surveys;
2. Analysis of program completer data;
3. Analysis of placement data;
4. Development and administration of mentor interviews;
5. Analysis of CPT data;
6. Integration of quantitative and qualitative data;
7. Identification of program strengths, challenges, trends, and opportunities for improvement; and
8. Development of a comprehensive final evaluation report with evidence-based and actionable recommendations.

The Offeror must describe how it will ensure that conclusions and recommendations are supported by available evidence and how limitations in available data will be identified and communicated.

F. Project Management and Coordination

The Offeror must describe its proposed project management approach, including:

1. Identification of the proposed Project Lead and roles of other key personnel;
2. Processes for coordinating activities with NMPED staff;
3. Communication and status reporting protocols;
4. Processes for monitoring project milestones, deliverables, and timelines;
5. Procedures for identifying and addressing risks, barriers, delays, or changes in project conditions;
6. Quality assurance and internal review processes; and
7. Processes for incorporating NMPED feedback into draft and final deliverables.

G. Proposed Work Plan

The Offeror must provide a proposed work plan that identifies, at a minimum:

1. Major activities and tasks;
2. Key milestones;
3. Required deliverables;
4. Proposed completion dates;
5. Key personnel responsible for each activity or deliverable; and
6. Dependencies or other factors that may affect successful completion of the work.

The proposed work plan must be consistent with the start dates and requirements established in the Detailed Scope of Work.

Failure to provide a response that substantively addresses each required component of this Mandatory Specification may result in the proposal being deemed non-responsive.

4. Desirable Specification

In addition to the Mandatory Specifications, NMPED prefers Offerors that can demonstrate additional expertise, capabilities, and approaches that will enhance the quality, relevance, and usefulness of the services and deliverables required under this RFP.

The Offeror should describe any relevant experience or proposed approaches in the following areas:

a. **New Mexico-Specific Educational Leadership Expertise**
    1. The Offeror should demonstrate substantial knowledge of New Mexico's educational leadership landscape, including the needs and operating contexts of school and district leaders serving diverse communities across the state.
    2. Additional consideration may be given to experience working with New Mexico schools, districts, charter schools, educator preparation programs, state agencies, or statewide educational initiatives.

b. **Diverse School and District Contexts**

1. The Offeror should demonstrate experience designing, facilitating, evaluating, or supporting leadership initiatives that address the needs of varied educational settings, including rural, frontier, urban, tribal, and culturally and linguistically diverse communities.

c. **Statewide Policy and Program Development**
    1. The Offeror should demonstrate experience translating research, stakeholder input, evaluation findings, and evidence-based practices into actionable statewide policies, program frameworks, standards, guidance, or recommendations.

d. **Leadership Induction and Mentorship Expertise**
    1. The Offeror should demonstrate specialized knowledge of promising and evidence-based practices related to principal and superintendent induction, mentorship, coaching, and leadership development, including familiarity with effective models implemented in other states or jurisdictions.

e. **Educational Leadership Preparation and Approval Processes**
    1. The Offeror should demonstrate experience with the review, approval, quality assurance, or continuous improvement of educational leadership preparation programs at the state, institutional, or system level.

f. **Advanced Program Evaluation and Data Communication**
    1. The Offeror should demonstrate experience using mixed-method evaluation approaches and translating complex quantitative and qualitative findings into clear, accessible, and actionable information for multiple audiences, including state agencies, policymakers, practitioners, and other stakeholders. Examples may include executive summaries, data visualizations, presentations, briefs, dashboards, or other tools that support interpretation and use of evaluation findings.

g. **Alignment with State Educational Priorities**
    1. The Offeror should demonstrate experience connecting leadership development, program evaluation, or policy recommendations to broader state educational priorities, including efforts designed to improve educational opportunities and outcomes for students identified in the *Martinez/Yazzie* consolidated litigation.

h. **Additional Value-Added Services**
    1. The Offeror may identify additional resources, expertise, tools, strategies, or capabilities that are directly relevant to the Detailed Scope of Work and that would enhance the quality, efficiency, sustainability, or usefulness of the work at no additional cost to NMPED.
    2. The Offeror must clearly explain how each proposed value-added service or capability would benefit NMPED and support successful completion of the Scope of Work.

C. BUSINESS SPECIFICATIONS

1. 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.**

2. 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.**

3. 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 or seek clarifications. Pursuant to Section II.B.8, Oral Presentations may be held at the sole discretion of the Evaluation Committee.

4. Cost

Offerors must complete the Cost Response Form in APPENDIX D. The total amount available for the contract term is not to exceed $303,000.00, inclusive of applicable New Mexico gross receipts tax. Offerors must propose costs within the available project budget. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

5. New Mexico/Native American Resident 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 individual potential Offeror proposals by sub-category.

Evaluation Factors *(Correspond to Sections IV.B and IV.C)*	**Points Available**
B. Technical Specifications (720 Total Points)	
B.1. Organizational Experience	120
B.2. Organizational References	80
B.3. Mandatory Specification	280
B.4. Desirable Specification	240
C. Business Specifications (380 Total Points)	
C.1. Letter Of Transmittal	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C.3. Oral Presentations	100
C.4. Cost	280
TOTAL POINTS AVAILABLE	**1,100**
C.5. New Mexico / Native American Resident Preference	88
C.5. New Mexico / Native American Resident Veteran Preference Points per Section IV.C.5	110

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

B.1 Organizational Experience (120 points)

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

The Evaluation Committee will evaluate the extent to which the Offeror demonstrates:

a. A record of successful performance and stakeholder satisfaction in completing work of similar scope, complexity, and significance;
b. Expertise in school and district leadership, including experience supporting statewide task forces, advisory groups, or similar bodies involved in the development or implementation of educational programs, policies, or initiatives;

c. Experience with state-level program approval and review processes, including knowledge of applicable requirements, procedures, standards, and stakeholder engagement;
d. Experience conducting program evaluations of educational leadership preparation and development programs, including Site Administrator Preparation Programs, Principal Residency Programs, ASA, or comparable leadership development initiatives;
e. Understanding of the New Mexico educational leadership context, including the needs, opportunities, and challenges facing schools, districts, school leaders, and educational leadership preparation programs across the state;
f. Experience aligning programs, evaluations, recommendations, or policy work with the requirements and educational priorities arising from the *Martinez/Yazzie* consolidated litigation;
g. Qualifications of proposed key personnel, including education, relevant work experience, certifications or licenses, and demonstrated expertise applicable to the Scope of Work; and
h. Evidence of organizational learning and continuous improvement, as demonstrated through the Offeror's discussion of project successes, challenges, or failures and how those experiences informed subsequent practice.

B.2 Organizational References (80 points)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services or scopes of work, and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.19.

The Offeror will be evaluated on references that demonstrate:
a. Positive service history;
b. Successful execution of services of similar scope and complexity;
c. Evidence of customer or stakeholder satisfaction;
d. Timely completion of work and responsiveness to client needs;

e. Effective collaboration and communication with client personnel;
f. Quality and usefulness of products and deliverables; and
g. Knowledge, professionalism, and effectiveness of personnel assigned to the referenced engagement.

B.3 Mandatory Specifications (280 points)

Points will be awarded based on the quality, completeness, feasibility, and demonstrated understanding reflected in the Offeror's Technical Approach submitted in response to Section IV.B.3.

The Evaluation Committee will evaluate the extent to which the Offeror provides a clear, comprehensive, and achievable approach to successfully performing all services and deliverables required under the Detailed Scope of Work.

Evaluation will include consideration of the following:

A. Overall Technical Approach
The Evaluation Committee will assess the extent to which the Offeror:
a. Demonstrates a clear understanding of the overall Scope of Work;
b. Demonstrates an understanding of the relationship among the four primary work areas;
c. Provides a logical, coordinated, and feasible methodology for completing the work;
d. Identifies effective strategies for ensuring quality, consistency, and timely completion of deliverables; and
e. Demonstrates an ability to adapt its approach based on NMPED feedback and evolving project needs.

B. First-Year Induction and Mentorship Task Force Facilitation
The Evaluation Committee will assess the strength and feasibility of the Offeror's approach to:
a. Collaborative planning with NMPED;
b. Planning and facilitating eight (8) Task Force meetings;
c. Developing high-quality agendas, facilitation plans, presentation decks, participant materials, and supporting resources;
d. Facilitating meaningful and productive stakeholder engagement;
e. Documenting decisions, recommendations, action items, and unresolved issues; and
f. Incorporating Task Force and NMPED feedback throughout the process.

C. First-Year Induction and Mentorship Task Force Content Development
The Evaluation Committee will assess the extent to which the Offeror demonstrates a sound approach to:
a. Identifying and synthesizing relevant research;
b. Identifying and analyzing induction and mentorship models from other jurisdictions;
c. Translating research into clear and accessible materials for Task Force members;
d. Applying research and national examples to the context and needs of New Mexico schools and districts; and

e. Developing, refining, and finalizing evidence-based Task Force recommendations.

D. Aspiring Superintendent Academies Program Approval

The Evaluation Committee will assess the Offeror's proposed approach to:

a. Managing and coordinating the review process;
b. Developing or refining review schedules, protocols, rubrics, scoring tools, and reviewer materials;
c. Facilitating reviews for up to four (4) programs;
d. Supporting consistent and objective application of NMPED-established program approval criteria;
e. Facilitating reviewer deliberations; and
f. Documenting clear, evidence-based findings and recommendations.

E. Principal Residency Program Evaluation

The Evaluation Committee will assess the rigor, appropriateness, and feasibility of the Offeror's proposed evaluation methodology, including its approach to:

a. MOY and EOY surveys;
b. Program completer data;
c. Placement data;
d. Mentor interviews;
e. Common Performance Tasks data analysis;
f. Integration of quantitative and qualitative data;
g. Identification of program strengths, challenges, trends, and opportunities for improvement;
h. Development of evidence-based conclusions and actionable recommendations; and
i. Identification and communication of data limitations.

F. Project Management and Coordination

The Evaluation Committee will assess the extent to which the Offeror's project management approach demonstrates:

a. Clear assignment of roles and responsibilities;
b. Effective coordination with NMPED staff;
c. Appropriate communication and reporting protocols;
d. Effective monitoring of timelines, milestones, and deliverables;
e. Processes for identifying and addressing risks, barriers, or delays;
f. Quality assurance and internal review procedures; and
g. Effective processes for incorporating NMPED feedback.

G. Proposed Work Plan

The Evaluation Committee will evaluate whether the proposed work plan:

a. Clearly identifies major activities, tasks, and milestones;
b. Includes all required deliverables;
c. Provides realistic and achievable completion dates;
d. Clearly identifies personnel responsible for each activity or deliverable;
e. Identifies key dependencies or risks; and

f. Is consistent with the start dates and requirements established in the Detailed Scope of Work.

Higher scores will be awarded to proposals that demonstrate a comprehensive, well-organized, feasible, and evidence-based technical approach that clearly addresses all components of the Mandatory Specification.

A proposal that fails to substantively address a required component of the Mandatory Specification may be deemed non-responsive.

B.4 Desirable Specifications (240 points)

Points will be awarded based on the extent to which the Offeror demonstrates additional expertise, capabilities, and value-added approaches identified in Section IV.B.4.

The Evaluation Committee will evaluate the strength, relevance, and applicability of the Offeror's response in the following areas:

A. New Mexico-Specific Educational Leadership Expertise
Points will be awarded based on demonstrated knowledge of New Mexico's educational leadership landscape and experience working with New Mexico schools, districts, charter schools, educator preparation programs, state agencies, or statewide educational initiatives.

B. Diverse School and District Contexts
Points will be awarded based on demonstrated experience supporting educational leadership initiatives in varied contexts, including rural, frontier, urban, tribal, and culturally and linguistically diverse communities.

C. Statewide Policy and Program Development
Points will be awarded based on demonstrated experience translating research, stakeholder input, evaluation findings, and evidence-based practices into actionable statewide policies, standards, program frameworks, guidance, or recommendations.

D. Leadership Induction and Mentorship Expertise
Points will be awarded based on the depth of the Offeror's specialized knowledge and experience related to principal and superintendent induction, mentorship, coaching, and leadership development, including familiarity with effective models implemented in other states or jurisdictions.

E. Educational Leadership Preparation and Approval Processes
Points will be awarded based on demonstrated experience with review, approval, quality assurance, or continuous improvement of educational leadership preparation programs at the state, institutional, or system level.

F. Advanced Program Evaluation and Data Communication

Points will be awarded based on demonstrated experience using mixed-method evaluation approaches and translating quantitative and qualitative findings into clear, accessible, and actionable products for multiple audiences. Additional consideration may be given to demonstrated experience producing effective executive summaries, data visualizations, presentations, briefs, dashboards, or other tools that support interpretation and use of evaluation findings.

G. Alignment with State Educational Priorities
Points will be awarded based on demonstrated experience connecting leadership development, program evaluation, or policy recommendations to broader state educational priorities, including efforts designed to improve educational opportunities and outcomes for students identified in the *Martinez/Yazzie* consolidated litigation.

H. Additional Value-Added Services
Points may be awarded for additional resources, expertise, tools, strategies, or capabilities that:

a. Are directly relevant to the Detailed Scope of Work;
b. Enhance the quality, efficiency, sustainability, or usefulness of the work;
c. Provide a clear benefit to NMPED; and
d. Are provided at no additional cost to NMPED.

Higher scores will be awarded to Offerors demonstrating multiple, directly relevant, desirable qualifications and clearly explaining how those qualifications or value-added services will enhance successful performance of the Scope of Work.

C.1 Letter of Transmittal

Pass/Fail only. No points assigned.

C.2 Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned.

C.3 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 number of total points for this Evaluation Factor).

C.4 Cost (280 points)

The evaluation of each Offeror's cost proposal will use the Offeror's Proposal Total Cost submitted in Appendix D. Component costs are required for transparency and contract administration but will not be scored separately.

The Offeror submitting the lowest responsive Proposal Total Cost will receive the maximum points available for this Evaluation Factor.

C.5 New Mexico Preferences

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

A. **New Mexico Resident Business Preference / Native American Resident Preference (88 points)**

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

B. **New Mexico/Native American Resident Veteran Preference (110 points)**

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

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.6.

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.11). 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

REQUEST FOR PROPOSAL

School and District Leadership Technical Assistance and Program Evaluation Services
27-92400-00004

ACKNOWLEDGEMENT OF RECEIPT FORM

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

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.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Dr. Candice Flint, Procurement Manager
E-mail: EdQuality.RFP@ped.nm.gov
Subject Line: School and District Leadership Technical Assistance and Program Evaluation Services
27-92400-00004

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 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
(This field must be completed by the issuing State Agency. In most cases, the official identified will be the current Governor of New Mexico and Lieutenant Governor. If a local public body is using this template for their RFPs, it must complete this field with the applicable elected official(s).)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

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

_____ _____
Signature Date

_____
Title (Position)

APPENDIX C

DRAFT CONTRACT

The Agreement included in this Appendix C represents the professional services contract the Agency intends to use for the award. The State of New Mexico and the Agency reserve the right to modify the Agreement before or during the award process, as necessary.

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
2. The Scope of Work and deliverable table below shall be attached to the executed Professional Services Contract as Exhibit A.

The Contractor shall provide project management, technical assistance, facilitation, research, content development, program approval support, data collection and analysis, and program evaluation services across the following four areas: First-Year Induction and Mentorship Task Force Facilitation; First-Year Induction and Mentorship Task Force Content Development; Aspiring Superintendent Academies (ASA) Program Approval; and Principal Residency Program Evaluation.

The Contractor shall work collaboratively with NMPED-designated staff throughout the contract period. All final products and recommendations shall be subject to NMPED review and approval.

A. First-Year Induction and Mentorship Task Force Facilitation

The Contractor shall provide planning and facilitation services for the First-Year Induction and Mentorship Task Force. The purpose of the Task Force is to support NMPED in developing recommendations related to effective induction and mentorship for first-year principals and superintendents in New Mexico. Unless NMPED approves otherwise in writing, the eight Task Force meetings shall be conducted virtually through an NMPED-designated platform, shall serve a statewide group, and shall not exceed two hours per meeting. The

Contractor shall also participate in up to eight one-hour planning or debrief meetings with NMPED staff.

The Contractor shall:

a. Engage in collaborative planning with NMPED staff to establish Task Force objectives, meeting outcomes, sequencing of topics, timelines, and expected deliverables;
b. Develop a facilitation plan and overall approach for the Task Force process;
c. Plan and facilitate eight (8) Task Force meetings in collaboration with NMPED;
d. Develop materials for each of the eight (8) meetings, including, at minimum:

1. Meeting agendas;

2. Facilitation plans;

3. Presentation decks;

4. Discussion questions and protocols;

5. Participant handouts and supporting resources; and

6. Other materials necessary to accomplish established meeting objectives;

e. Facilitate structured discussions and activities that promote meaningful stakeholder participation and support the development of actionable recommendations;
f. Document key decisions, recommendations, action items, and areas requiring additional consideration following Task Force meetings; and
g. Revise meeting materials and facilitation approaches based on NMPED feedback and the evolving needs of the Task Force.

B. First-Year Induction and Mentorship Task Force Content Development

The Contractor shall provide research, content development, and subject matter expertise to inform the work and recommendations of the First-Year Induction and Mentorship Task Force.

The Contractor shall:

a. Conduct a review of relevant research and evidence-based or promising practices related to the induction, mentorship, coaching, and support of first-year principals and superintendents;
b. Prepare concise, accessible summaries of relevant research for use by NMPED and Task Force members;
c. Identify and review examples of principal and superintendent induction and mentorship programs implemented in other states, districts, or comparable educational settings;

d. Prepare summaries of selected induction and mentorship program models from across the country, including relevant program components, structures, implementation considerations, and promising practices;
e. Develop materials that assist Task Force members in comparing research, national models, and the needs and context of New Mexico schools and districts;
f. Synthesize research findings, examples from other jurisdictions, stakeholder input, and Task Force discussions;
g. Develop draft recommendations reflecting the work of the Task Force; and
h. Revise recommendations based on feedback from the Task Force and NMPED.

C. Aspiring Superintendent Academies Program Approval

The Contractor shall provide project management, technical assistance, and facilitation to support NMPED's ASA program approval process. The Contractor's role shall be advisory. Final decisions regarding approval, conditional approval, denial, or other program actions shall remain solely with NMPED. For pricing and work-planning purposes, the scope includes one reviewer orientation of up to two hours, review and coordination for up to four program applications and their supporting materials, one reviewer deliberation meeting of up to three hours per application, and up to two one-hour technical-assistance sessions per applicant. Activities shall be conducted virtually unless NMPED approves an in-person activity in writing.

The Contractor shall:

a. Collaborate with NMPED to plan and manage the ASA program review and approval process;
b. Support the development and/or refinement of review schedules, processes, protocols, scoring tools, rubrics, reviewer materials, and other documentation necessary to conduct the review;
c. Provide technical assistance and logistical support necessary to manage the review process;
d. Facilitate the review process for up to four (4) ASA programs;
e. Support reviewers in consistently applying NMPED-established program approval standards and criteria;
f. Facilitate reviewer discussions regarding program evidence, strengths, areas of concern, and findings;
g. Document findings and recommendations resulting from each program review; and
h. Provide NMPED with program-specific review documentation and recommendations for consideration.

D. Principal Residency Program Evaluation

The Contractor shall conduct an evaluation of the New Mexico Principal Residency Program to provide NMPED with evidence regarding program implementation, participant experiences, outcomes, and opportunities for continuous improvement.

The Contractor shall collaborate with NMPED to establish the evaluation framework, methodology, data sources, timeline, and reporting expectations.

The evaluation shall include the following components:

a. Mid-Year (MOY) and End-of-Year (EOY) Surveys. The Contractor shall develop, administer, and analyze MOY and EOY surveys, as applicable, to gather information regarding participant experiences, program implementation, quality of preparation and support, and other NMPED-identified areas of interest.

b. Completer Data. The Contractor shall compile and analyze available data regarding individuals completing the Principal Residency Program. Analysis shall identify relevant trends and findings regarding program completion and participant characteristics, as data availability permits.

c. Placement Data. The Contractor shall compile and analyze available data regarding the employment and placement of program completers into school leadership positions. The analysis shall examine relevant placement trends and outcomes, as data availability permits.

d. Mentor Interviews. The Contractor shall develop interview protocols and conduct interviews with a minimum of ten and a maximum of fifteen Principal Residency Program mentors, with each interview lasting up to sixty minutes. If fewer than ten eligible mentors consent or are available after reasonable recruitment efforts, the Contractor shall interview all available consenting mentors and document the limitation. Interviews shall examine mentor experiences, implementation of the residency model, resident preparation and development, strengths of the program, challenges, and opportunities for improvement.

e. Common Performance Tasks (CPT) Data Analysis. The Contractor shall analyze available CPT data relevant to the Principal Residency Program. The Contractor shall work with NMPED to determine the appropriate variables, measures, and analytical approach and shall identify findings and trends relevant to program quality and outcomes.

f. Final Evaluation Report. The Contractor shall synthesize findings from the MOY and EOY surveys, completer data, placement data, mentor interviews, CPT data, and other relevant sources into a comprehensive final evaluation report. The final report shall include:

1. Evaluation purpose and methodology;
2. Description of data sources;
3. Key findings;

4. Analysis of program implementation and outcomes;
5. Identified strengths and promising practices;
6. Identified challenges, gaps, or areas for improvement;
7. Conclusions supported by the available evidence; and
8. Actionable recommendations for program improvement and future implementation.

Deliverable Name	**Due Date**	**Compensation**
Component 1 – First-Year Induction and Mentorship Task Force Facilitation The Contractor shall provide planning and facilitation services for the First-Year Induction and Mentorship Task Force, including: • Collaborative planning with NMPED to establish objectives, meeting outcomes, sequencing, timelines, and expected deliverables; • Development of a facilitation plan and overall Task Force approach; • Planning and facilitation of eight (8) Task Force meetings; • Development of agendas, facilitation plans, presentation decks, discussion questions/protocols, participant handouts, and supporting resources for each meeting; • Documentation of key decisions, recommendations, action items, and issues requiring additional consideration; and • Revision of meeting materials and facilitation approaches based on NMPED feedback. Unless NMPED approves otherwise in writing, the eight Task Force meetings shall be conducted virtually through an NMPED-designated platform, shall serve a statewide group, and shall not exceed two hours per meeting. The Contractor shall also participate in up to eight one-hour planning or debrief meetings with NMPED staff. Meetings shall be statewide, virtual unless otherwise approved in writing, and no more than two hours each. The Contractor shall also participate in up to eight one-hour NMPED planning or debrief meetings.	Project start: upon final contract approval. Completion in accordance with the NMPED-approved work plan and no later than June 30, 2027.	**Offeror Proposed Component Cost:** $_____

Deliverable Name	Due Date	Compensation
Component 2 – First-Year Induction and Mentorship Task Force Content Development The Contractor shall provide research, content development, and subject-matter expertise, including: • Review of research and evidence-based or promising practices related to induction, mentorship, coaching, and support of first-year principals and superintendents; • Concise research summaries for NMPED and Task Force members; • Review and summaries of principal and superintendent induction and mentorship models from other jurisdictions; • Materials supporting comparison of research, national models, and New Mexico needs/context; • Synthesis of research, stakeholder input, and Task Force discussions; • Draft Task Force recommendations; and • Final recommendations revised based on Task Force and NMPED feedback.	Project start: upon final contract approval. Completion in accordance with the NMPED-approved work plan and no later than June 30, 2027.	**Offeror Proposed Component Cost:** $_____

Deliverable Name	Due Date	Compensation
Component 3 – Aspiring Superintendent Academies Program Approval The Contractor shall provide project management, technical assistance, and facilitation to support NMPED's ASA program approval process, including: • Planning and management of the program review and approval process; • Development/refinement of review schedules, processes, protocols, scoring tools, rubrics, reviewer materials, and related documentation; • Technical assistance and logistical support; • Facilitation of review processes for up to four (4) ASA programs; • Support for consistent application of NMPED-established approval standards and criteria; • Facilitation of reviewer deliberations; and • Program-specific findings, review documentation, and recommendations for NMPED consideration. For pricing and work-planning purposes, the scope includes one reviewer orientation of up to two hours, review and coordination for up to four program applications and their supporting materials, one reviewer deliberation meeting of up to three hours per application, and up to two one-hour technical-assistance sessions per applicant. Activities shall be conducted virtually unless NMPED approves an in-person activity in writing. The component includes one reviewer orientation of up to two hours, one deliberation meeting of up to three hours per application, and up to two one-hour technical-assistance sessions per applicant. Activities shall be virtual unless otherwise approved in writing.	Project start: upon final contract approval. Completion in accordance with the NMPED-approved work plan and no later than June 30, 2027.	**Offeror Proposed Component Cost:** $_____

Deliverable Name	Due Date	Compensation
Component 4 – Principal Residency Program Evaluation The Contractor shall conduct an evaluation of the New Mexico Principal Residency Program, including: • Development of the evaluation framework, methodology, data sources, timeline, and reporting expectations with NMPED; • Development, administration, and analysis of Mid-Year and End-of-Year surveys, as applicable; • Analysis of available program completer data; • Analysis of available placement data; • Development of mentor interview protocols and completion of mentor interviews; • Analysis of available Common Performance Tasks (CPT) data; and • A comprehensive final evaluation report including methodology, data sources, findings, implementation/outcomes analysis, strengths, challenges, conclusions, and actionable recommendations. The Contractor shall conduct ten to fifteen mentor interviews of up to sixty minutes each, subject to participant availability and consent as stated in the Scope of Work.	Project start: upon final contract approval. Completion in accordance with the NMPED-approved work plan and no later than June 30, 2027.	**Offeror Proposed Component Cost:** $_____
TOTAL		**Proposal Total Cost:** **$_____** **New Mexico Gross Receipts Tax:** **$_____** **Total with GRT:** **$_____**

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of (AMOUNT) dollars (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), 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 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, Section 13-1-150, the total term of a professional services contract, including extensions and renewals, shall not exceed four years, except as otherwise allowed by law.

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

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

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

not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

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

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

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any direct or indirect interest that would conflict with the performance of services required under this Agreement. This includes any financial, governance, employment, consulting, subcontracting, or programmatic relationship with an Aspiring Superintendent Academy applicant, a Principal Residency Program provider, a program or entity being evaluated, or a person participating in a review. The Contractor shall promptly disclose any actual, potential, or perceived conflict to NMPED in writing. NMPED may require mitigation, recusal, separation of personnel or information, substitution of personnel or subcontractors, or another protective measure, and may determine that a conflict is unacceptable.

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

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any

Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

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

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

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

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

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

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

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

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be 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 in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:

Dr. Candice Flint

Educator Quality Division, Senior Manager

Public Education Department 300 Don Gaspar Ave.

Santa Fe, NM 87501

Candice.Flint@ped.nm.gov

To the Contractor:

[insert name, address and email].

25. Authority.

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

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

By: _____ Date:_____

Agency

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

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

By: _____ Date:_____
Contractor

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

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

By: _____ Date:_____
Taxation and Revenue Department

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

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

APPENDIX D

COST RESPONSE FORM

NMPED has established a maximum available budget of $303,000.00, inclusive of applicable New Mexico gross receipts tax, for services performed during the initial contract term. An Offeror's total proposed cost may not exceed this amount. The Offeror's proposed cost must include all costs necessary to perform the services described in this RFP, including labor, project management, facilitation, research, data collection and analysis, materials, travel, technology, administrative costs, subcontractor costs, and all other direct and indirect expenses.

Offerors must propose services and costs for all four components. Proposals that do not include all four components will be deemed non-responsive. Costs must be shown separately for each component and combined as the Proposal Total Cost.

A complete Cost Response shall include:

1. A Cost Narrative for each applicable component; and
2. A completed Total Cost Budget Table.

All prices submitted shall be fully burdened and shall include all labor, supervision, overhead, materials, tools, equipment, travel, shipping, configuration, integration work, testing, training development, training delivery, documentation, project management, profit, and any other costs necessary to perform the scope of work, unless the Offeror clearly identifies an item as not applicable and explains why. No additional charges or pass-through costs will be paid unless they are expressly included and priced in Appendix D. NMPED will not pay additional costs or expenses that are not included in the Offeror's submitted Cost Proposal.

Component	**Cost Narrative**
1 – First-Year Induction and Mentorship Task Force Facilitation	Offeror explains the total cost, staffing/rates, assumptions, and proposed payment schedule for planning and facilitating the eight Task Force meetings and associated materials.
2 – First-Year Induction and Mentorship Task Force Content Development	Offeror explains costs associated with research, national model review, synthesis, development of materials, recommendations, and revisions.
3 – Aspiring Superintendent Academies Program Approval	Offeror explains costs for managing the approval process, developing/refining tools, technical assistance, and facilitating reviews for up to four programs.
4 – Principal Residency Program Evaluation	Offeror explains costs for surveys, completer/placement data analysis, mentor interviews, CPT analysis, synthesis, and the final evaluation report.

Total Cost Budget Table				
Component 1: First-Year Induction and Mentorship Task Force Facilitation				
Project Start: upon final contract approval, anticipated November 19, 2026				
Expense	Description (how funds will be used)	Quantity	Unit Cost	Amount

			Component 1 Total Cost	
Component 2: First-Year Induction and Mentorship Task Force Content Development				
Project Start: upon final contract approval, anticipated November 19, 2026				
Expense	Description (how funds will be used)	Quantity	Unit Cost	Amount
			Component 2 Total Cost	
Component 3: Aspiring Superintendent Academies Program Approval				
Project Start: January 1, 2027				
Expense	Description (how funds will be used)	Quantity	Unit Cost	Amount
			Component 3 Total Cost	
Component 4: Principal Residency Program Evaluation				
Project Start: January 1, 2027				
Expense	Description (how funds will be used)	Quantity	Unit Cost	Amount
			Component 4 Total Cost	
			New Mexico Gross Receipts Tax (8.1875%)	
			Proposal Total Cost	

APPENDIX E
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#:_ 27-92400-00004

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

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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

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

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

3. **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:

1. 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;
2. I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
3. 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

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

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Dr. Candice Flint at EdQuality.RFP@ped.nm.gov by October 14, 2026, at 3:00 PM MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 27-92400-00004
ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

_____
(Name of Offeror)

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

Name: Dr. Candice Flint
Email: EdQuality.RFP@ped.nm.gov

Forms must be submitted no later than October 14, 2026, by 3:00 pm, and must not be returned to the organization requesting the reference. References are strongly encouraged to provide comments in response to organizational ratings. The comments you provide will help the State 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 (505) 490-3896 or EdQuality.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 e-mail address	
Project description	
Project dates (start and end dates)	

QUESTIONS:

1. In what capacity did your organization work with this Offeror?

2. How would you rate the Offeror's knowledge and expertise in performing the services required for your project?

3. How would you rate the Offeror's ability to manage a complex project involving multiple activities, deliverables, timelines, and stakeholders?

4. How would you rate the Offeror's ability to facilitate meetings, stakeholder discussions, review processes, or other collaborative activities?

5. How would you rate the quality, accuracy, and usefulness of the Offeror's written products and deliverables?

6. How would you rate the Offeror's ability to collect, analyze, synthesize, and communicate research, data, stakeholder input, or other evidence?

7. How would you rate the Offeror's responsiveness, communication, and ability to collaborate effectively with your organization's staff and other stakeholders?

8. How would you rate the Offeror's ability to meet established timelines, milestones, and deliverable deadlines and to respond appropriately when project conditions or requirements changed?

9. Who were the Offeror's principal representatives assigned to your project, and how would you rate their individual performance?

10. Based on your organization's experience, would you recommend this Offeror for a project of similar scope and complexity? Why or why not?