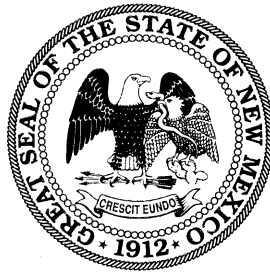


STATE OF NEW MEXICO

Public Education Department



REQUEST FOR PROPOSALS

RFP# 11-0003

**NEW MEXICO POST-SECONDARY  
OUTCOME MEASURES PROJECT  
RFP**

Issue Date: July 19, 2010

TABLE OF CONTENTS

**I. INTRODUCTION..... 1**

**A. PURPOSE OF THIS REQUEST FOR PROPOSALS ..... 1**

**B. VISION ..... 1**

**C. SUMMARY SCOPE OF WORK ..... 1**

**D. SCOPE OF PROCUREMENT ..... 2**

**E. PROCUREMENT MANAGER ..... 2**

**F. DEFINITION OF TERMINOLOGY ..... 3**

**G. BACKGROUND INFORMATION ..... 5**

**H. PROCUREMENT LIBRARY ..... 5**

**II. CONDITIONS GOVERNING THE PROCUREMENT ..... 6**

**A. SEQUENCE OF EVENTS ..... 6**

**B. EXPLANATION OF EVENTS ..... 6**

    1. Issue of RFP ..... 6

    2. Pre-Proposal Conference ..... 7

    3. Distribution List Response ..... 7

    4. Deadline to Submit Additional Questions ..... 7

    5. Response to Written Questions/RFP Amendments ..... 7

    6. Submission of Proposals ..... 8

    7. Proposal Evaluation ..... 8

    8. Selection of Finalists ..... 8

    9. Best and Final Offers From Finalists ..... 8

    10. Oral Presentation/Demonstration by Finalists ..... 8

    11. Finalize Contract ..... 9

    12. Contract Award ..... 9

    13. Protest Deadline ..... 9

**C. GENERAL REQUIREMENTS ..... 9**

    1. Acceptance of Conditions Governing the Procurement ..... 9

    2. Incurring Cost ..... 9

    3. Prime Contractor Responsibility ..... 10

    4. Subcontractors ..... 10

    5. Amended Proposals ..... 10

    6. Offeror’s Rights to Withdraw Proposal ..... 10

    7. Proposal Offer Firm ..... 10

    8. Disclosure of Proposal Contents ..... 10

    9. No Obligation ..... 11

    10. Termination ..... 11

    11. Sufficient Appropriation ..... 11

    12. Legal Review ..... 11

    13. Governing Law ..... 11

    14. Basis for Proposal ..... 11

    15. Contract Terms and Conditions ..... 12

    16. Offeror’s Terms and Conditions ..... 12

    17. Contract Deviations ..... 12

    18. Offeror Qualifications ..... 12

    19. Right to Waive Minor Irregularities ..... 12

    20. Change in Contractor Representatives ..... 13

    21. Notice ..... 13

    22. Agency Rights ..... 13

23. <i>Right to Publish</i> .....	13
24. <i>Ownership of Proposals</i> .....	13
25. <i>Confidentiality</i> .....	13
26. <i>Electronic Mail Address Required</i> .....	13
27. <i>Use of Electronic Versions of this RFP</i> .....	13
28. <i>New Mexico Employees Health Coverage</i> .....	14
29. <i>Campaign Contribution Disclosure Form</i> .....	14
<b>III. RESPONSE FORMAT AND ORGANIZATION</b> .....	<b>15</b>
<b>A. NUMBER OF RESPONSES</b> .....	15
<b>B. NUMBER OF COPIES</b> .....	15
<b>C. PROPOSAL FORMAT</b> .....	15
1. <i>Proposal Organization</i> .....	15
2. <i>Letter of Transmittal</i> .....	16
<b>IV. SPECIFICATIONS</b> .....	<b>17</b>
<b>A. MANDATORY TECHNICAL REQUIREMENTS</b> .....	17
<b>B. MANDATORY BUSINESS REQUIREMENTS</b> .....	18
1. <i>Corporate Experience</i> .....	19
2. <i>Corporate References (Mandatory)</i> .....	19
3. <i>Financial and Corporate Stability of Offeror</i> .....	20
4. <i>Offeror Staff Experience</i> .....	20
5. <i>Offeror Staff References</i> .....	21
6. <i>Cost Proposal</i> .....	21
7. <i>Oral Presentation</i> .....	21
8. <i>Campaign Contribution Disclosure Form</i> .....	22
9. <i>New Mexico Employees Health Coverage Form</i> .....	22
<b>V. EVALUATION</b> .....	<b>23</b>
<b>A. EVALUATION POINT TABLE/SUMMARY</b> .....	24
<b>B. EVALUATION FACTORS</b> .....	25
1. <i>Project Plan Preparation</i> .....	25
2. <i>Methodology</i> .....	25
3. <i>Corporate Experience</i> .....	27
4. <i>Key Personnel</i> .....	27
5. <i>Corporate References</i> .....	27
6. <i>Key Personnel References</i> .....	27
7. <i>Presentation</i> .....	27
8. <i>Cost</i> .....	27
<b>C. EVALUATION PROCESS</b> .....	28
<b>APPENDIX A- ACKNOWLEDGEMENT OF RECEIPT FORM</b> .....	<b>29</b>
<b>APPENDIX B-CONTRACT/AGREEMENT TERMS AND CONDITIONS</b> .....	<b>31</b>
<b>APPENDIX C- SCOPE OF WORK</b> .....	<b>49</b>
<b>APPENDIX D-COST RESPONSE FORM</b> .....	<b>54</b>
<b>APPENDIX E-CAMPAIGN CONTRIBUTION DISCLOSURE FORM</b> .....	<b>57</b>
<b>APPENDIX F-NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM</b> .....	<b>61</b>

## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico's Public Education Department is requesting proposals for the collection, analysis, and reporting of data on graduates from New Mexico public high schools' enrollment in institutions of higher education (IHE) and earned college credit.

The purpose of this Request for Proposals (RFP) is to select a qualified Offeror to collect, analyze, and report data on graduates from New Mexico public high schools' enrollment in IHEs and earned college credit. Data shall be collected from existing sources for in-state public IHEs and from sources recruited by the Contractor, including in-state private IHEs and out-of-state public and private IHEs.

### B. VISION

ARRA stabilization funding is distributed to New Mexico school districts contingent upon the State's collection, analysis, and reporting of information regarding New Mexico high school graduates' participation in post-secondary education and completion of earned college credits as specified by RTTT Indicators c (11) and c (12) below. The collection, analysis, and reporting of this data must be completed before the end of Fiscal Year 2011. (June 30, 2011)

#### **Participation in Post-Secondary Education c (11):**

1. for the State, for each LEA in the State, for each high school in the State and, at each of these levels, by student subgroup (consistent with section 1111(b)(2)(C)(v)(II) of the ESEA), of the students who graduate from high school consistent with 34 CFR 200.19(b)(1)(i), the number and percentage (including numerator and denominator) who enroll in an institution of higher education (IHE) (as defined in section 101(a) of the Higher Education Act of 1965, as amended (HEA)) within 16 months of receiving a regular high school diploma.

#### **Completion of Earned College Credits c (12):**

1. for the State, for each LEA in the State, for each high school in the State and, at each of these levels, by student subgroup (consistent with section 1111(b)(2)(C)(v)(II) of the ESEA), of the students who graduate from high school consistent with 34 CFR 200.19(b)(1)(i) who enroll in a public IHE (as defined in section 101(a) of the HEA) in the State within 16 months of receiving a regular high school diploma, the number and percentage (including numerator and denominator) who complete at least one year's worth of college credit (applicable to a degree) within two years of enrollment in the IHE.

### C. SUMMARY SCOPE OF WORK

The scope of work shall consist of the:

- Development of a Project Plan
- Specification and implementation of Data Collection Scope and Protocols, including data

definitions; negotiating, writing, and implementing data exchange agreements; standardization of data codes across institutions and states.

- Develop and deliver Training and Technical Assistance on Project Data Collection to Post-Secondary Institutions.
- Collection of Project Data, including implementation of quality assurance and data review procedures.
- Analysis of high school graduation data, demographic information, and post-secondary enrollment and earned college credit data.
- Delivery of State, District, and High School Level Reports on Participation in Post-Secondary Education and Completion of Earned College Credits.

The term of the contract shall expire at the end of Fiscal Year 2011.

#### **D. SCOPE OF PROCUREMENT**

The scope of procurement shall encompass the defined Scope of Work that is detailed in Attachment 1 of this RFP. The Contract is scheduled to begin on December 10, 2010, or the date upon receipt of all required State approvals, whichever is later. The contract may be not extended under any circumstances to exceed a total of four (4) years in duration. This procurement will result in a single source award.

#### **E. PROCUREMENT MANAGER**

The agency has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address, and telephone number are listed below:

Dr. Tom Dauphinee  
Interim Supervisor  
Assessment and Accountability Division  
300 Don Gaspar Ave., Room 124  
Santa Fe, New Mexico 87501-2786

Office: (505) 827-6528  
Fax (505) 827-6689  
[tom.dauphinee@state.nm.us](mailto:tom.dauphinee@state.nm.us)

All deliveries via express carrier should be addressed as follows:

Dr. Tom Dauphinee  
300 Don Gaspar Ave., Room 124  
Santa Fe, New Mexico 87501-2786

Any inquiries or request regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of the Agency.

## **F. DEFINITION OF TERMINOLOGY**

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

“**Agency**” means New Mexico Public Education Department (PED).

“**Close of Business**” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.

“**Contract Manager**” means the individual selected by the Agency to monitor and manage all aspects of the contract resulting from this RFP.

“**Contractor**” means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State;

“**Deliverable**” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

“**Department of Information Technology**” means the New Mexico Department of Information Technology which is responsible for operating the data center and all communications related items.

“**Desirable**” The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“**Determination**” means the written documentation of a decision of a procurement manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.

“**DFA**” means the Department of Finance and Administration for the State of New Mexico.

“**DFA/CRB**” means the Contracts Review Board of the Department of Finance and Administration for the State of New Mexico.

“**Employer**” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.) Such definition does not include governmental entities.

“**Evaluation Committee**” means a body appointed by the Agency management to perform the evaluation of offeror proposals.

**“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the Secretary of Education for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

**“Finalist”** is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

**“Mandatory”** The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.

**“Milestone”** means a significant event in a project, usually the completion of a major deliverable.

**“New Mexico Employee”** means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.

**“Offer”** means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

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

**“Procurement Manager”** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**“Request for Proposals”** or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

**“Requirements”** are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

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

**“Responsible Offeror”** means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that 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.

**“Solicited and Awarded”** means an ITB or RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.

“**Solicitations**” means ITBs and RFPs.

“**State (the State)**” means the State of New Mexico.

“**State Purchasing Agent**” or “SPA” means the purchasing agent for the State of New Mexico or a designated representative.

## **G. BACKGROUND INFORMATION**

The New Mexico Public Education Department (PED) collects, analyzes, and reports data on high school graduation. The Contractor shall use PED graduation data to comprise student cohorts for analysis of post-secondary outcome measures c (11) and c (12). The New Mexico Higher Education Department (HED) collects, analyzes, and reports data on enrollment and completion of earned college credits for in-state public IHEs. Data collection from tribal and private in-state IHEs is limited. HED is not currently collecting data on out-of-state public, private, and tribal IHEs.

The PED shall procure access to the National Student Clearinghouse database for information about student enrollment in in-state private and tribal IHEs and out-of-state public, private, and tribal IHEs. The Contractor for this project shall collect data from neighboring states on enrollment and completion of earned college credits from private in-state IHEs and out-of-state public, private, and tribal IHEs.

## **H. PROCUREMENT LIBRARY**

The Agency has established an Internet Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The Procurement Library is located at:

<http://www.ped.state.nm.us/AssessmentAccountability/procurementLib4.html>

The library contains information listed below:

1. New Mexico State Purchasing Division includes links to Procurement Regulations and Request for Proposal – RFP instructions: <http://www.generalservices.state.nm.us/spd/>
2. Graduation Statistics and Technical Document, and FAQs on Cohort Graduation Data: <http://www.ped.state.nm.us/Graduation/index.html>

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement and describes the major procurement events as well as the conditions governing the procurement.

### **A. SEQUENCE OF EVENTS**

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	<b>Issue of RFP</b>	<b>Agency</b>	<b>7/19/2010</b>
2.	<b>Pre-Proposal Conference</b>	<b>Agency Potential Offerors</b>	<b>7/26/2010</b>
3.	Acknowledgement Distribution List Response	Potential Offerors	<b>7/26/2010</b>
4.	Deadline To Submit Additional Questions	Potential Offerors	<b>8/02/2010</b>
5.	Response to Written Questions/RFP Amendments	Agency	<b>8/10/2010</b>
6.	<b>Submission of Proposal</b>	<b>Offerors</b>	<b>9/21/2010</b>
7.	Proposal Evaluation	Evaluation Committee	<b>9/22/2010</b>
8.	Selection of Finalists	Evaluation Committee	<b>9/27/2010</b>
9.	Best and Final Offers from Finalists	Offerors	<b>10/14/2010</b>
10.	Oral Presentation and/or Product Demonstrations by Finalists	Offerors	<b>10/20/2010</b>
11.	Negotiation & Finalize Contract	Agency Offeror	<b>11/04/2010</b>
12.	Contract Award	PED	<b>12/10/2010</b>
13.	Protest Deadline	Offerors	<b>15 Days after the Contract Award (12/27/2010)</b>

### **B. EXPLANATION OF EVENTS**

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

#### 1. Issue of RFP

This RFP is being issued by the Agency on July 19, 2010.

Additional copies of the RFP can be obtained from the PED web site at <http://www.ped.state.nm.us>

## 2. Pre-Proposal Conference

July 26, 2010 – 10:00 AM-12:00 PM

Mabry Hall  
Jerry Apodaca Building  
300 Don Gaspar  
Santa Fe, NM 87501-2786

## 3. Distribution List Response

Potential offerors should hand deliver or return by facsimile or by registered or certified mail the “Acknowledgement of Receipt of Request for Proposals Form” that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. This form should be signed by an authorized representative of the organization, dated, and returned by close of business in accordance with Section II, A. *Sequence of Events* above, to the procurement manager.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror’s organization name shall not appear on the distribution list.

## 4. Deadline to Submit Additional Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business in accordance with Section II, A. *Sequence of Events* above. All written questions must be addressed to the Procurement Manager (see Section I, Paragraph E).

## 5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed in accordance with Section II, A. *Sequence of Events*, to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror’s representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror’s organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than seven (7) days after the answers and/or amendments were issued.

Questions and Answers will be posted to the RFP on the PED website at <http://www.ped.state.nm.us>

## 6. Submission of Proposals

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN TIME ON 9/21/2010 IN ACCORDANCE WITH SECTION II, A SEQUENCE OF EVENTS ABOVE.** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the “Child Support Enforcement Customer Service” Request for Proposals. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

## 7. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. The evaluation process will take place in accordance with Section II, A. *Sequence of Events*. During this time, the Procurement Manager may, at his option, initiate discussion with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

## 8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist offerors in accordance with Section II, A. *Sequence of Events*. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations/demonstrations will be determined at this time.

## 9. Best and Final Offers From Finalists

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers in accordance with Section II, A. *Sequence of Events* NO LATER THAN 3:00 PM MOUNTAIN TIME ON 10/11/2010. Best and final offers may be clarified and amended at the finalist offeror’s oral presentation/demonstration.

## 10. Oral Presentation/Demonstration by Finalists

Finalist offerors will be required to present their proposals and respond to Evaluation Committee questions in accordance with Section II, A. *Sequence of Events*. The Agency reserves the right to extend the time at its sole discretion. All oral presentations will be held in Santa Fe, New Mexico. Finalist offerors will be limited to duration of presentation of not more than two (2) hours.

## 11. Finalize Contract

The contract will be finalized with the most advantageous offeror in accordance with Section II, A. *Sequence of Events*. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process or to cancel the award.

## 12. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management, and the signed contract, the State Purchasing Agent will award the contract in accordance with Section II, A. *Sequence of Events*. This date is subject to change at the discretion of the State Purchasing Agent.

This contract shall be awarded to the offeror whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

## 13. Protest Deadline

Any protest by an offeror must be timely and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive offerors shall begin on the day following the contract award and will end as of 5:00 PM Mountain Time 15 days after the Contract Award. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from Agency. The protest must be delivered to:

**Dr. Susanna M. Murphy  
Secretary of Education  
Jerry Apodaca Building  
300 Don Gaspar, Suite 109  
Santa Fe, New Mexico 87505-2786**

Protests received after the deadline will not be accepted.

## C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the State Purchasing Agent's procurement code regulations, 1.4.1 NMAC

### 1. Acceptance of Conditions Governing the Procurement

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

### 2. Incurring Cost

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

Any cost incurred by the offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the offeror.

### 3. Prime Contractor Responsibility

Any contract that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments only to the prime contractor.

### 4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

### 5. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collage, 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 signed by the offeror's duly authorized representative addressed to the Procurement Manager.

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

### 7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

### 8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate

eventual public inspections of the non-confidential portion of the proposal. Confidential data are normally restricted to confidential financial information concerning the offeror's organization and data that qualify as a trade secret in accordance with the Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978]. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the State Purchasing Agent shall examine the offeror's 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 confidential data.

#### 9. No Obligation

The procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities (including the DoIT, State Purchasing Division, DFA/CRB and Federal 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 the RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination 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 concerns must be promptly brought to the attention of the Procurement Manager.

#### 13. Governing Law

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

#### 14. Basis for Proposal

Only information supplied by the Agency in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals. Current and updated information regarding this procurement is available on the PED website at <http://www.ped.state.nm.us>

#### 15. Contract Terms and Conditions

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

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

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

#### 16. Offeror's Terms and Conditions

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

#### 17. Contract Deviations

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the Agency and the selected offeror 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 offeror to adhere to the requirements specified within this RFP. The Evaluation committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in §13-1-83 and §13-1-85 NMSA 1978.

#### 19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## 20. Change in Contractor Representatives

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

## 21. Notice

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

## 22. Agency Rights

The Agency reserves the right to accept all or a portion of an offeror's proposal including the right to purchase software or services from SPA approved price agreements.

## 23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors, 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 the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

## 24. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the Agency and the State of New Mexico.

## 25. Confidentiality

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

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

## 26. Electronic Mail Address Required

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

## 27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror

acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the PED, the version maintained by the PED shall govern. Please refer to: <http://www.ped.state.nm.us>

## 28. New Mexico Employees Health Coverage

1. For all contracts solicited and awarded on or after January 1, 2008: 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:
  - (a) 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 no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
  - (b) 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 no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
  - (c) 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 no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. 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.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

## 29. Campaign Contribution Disclosure Form.

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See Appendix E) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not for the positions of Governor and Lieutenant Governor. Failure to complete and return the form will result in disqualification.

### III. RESPONSE FORMAT AND ORGANIZATION

#### **A. NUMBER OF RESPONSES**

Offerors shall submit only one proposal.

#### **B. NUMBER OF COPIES**

Offeror's shall deliver one (1) original hardcopy with one original PDF copy (all binders and accompanying materials) on Thumb Drive and five (5) identical copies of their proposal (Binder 1), one (1) original and five (5) identical copies of the cost proposal (Binder 2), and (1) original and five (5) identical copies of supporting technical documentation (Binder 3) to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals.

#### **C. PROPOSAL FORMAT**

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

##### 1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

###### Binder #1

- a) Letter of transmittal
- b) Table of contents
- c) Summary of proposed services
- d) Response to mandatory specifications
- e) Description describe any potential barriers in completing the Scope or Work and explanation of resources and strategies for overcoming them.

###### Binder #2

- f) Response to Public Education Department's Terms and Conditions
- g) Offeror's Additional Terms and Conditions
- h) Budget Proposal Form

###### Binder #3 (Optional)

- i) Timeline and Activities Regarding completion of the Scope of Work
- j) Other Supporting Material

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must occur **only** in Binder 2 with the cost response form.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features 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.

## 2. Letter of Transmittal

Each proposal must be accompanied by a Letter of Transmittal. The letter of transmittal **MUST** include:

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- f. Be signed by the person authorized to contractually obligate the organization;
- g. Acknowledge receipt of any and all amendments to this RFP.

## IV. SPECIFICATIONS

### MANDATORY REQUIREMENTS

<b>List of Mandatory Requirements</b>			
<b><u>Post-Secondary Outcome Measures Project</u></b> <b><u>RFP:</u></b>	YES	NO	Location in Scope of Work
<b>A. Mandatory Technical Requirements</b>			
1) Offeror must propose to develop a project plan for the collection, analysis, and reporting of post-secondary outcome measures.			1.i
2) Offeror must propose to implement Data Collection Scope and Protocols, including data definitions; negotiating, writing, and implementing data exchange agreements; standardization of data codes across institutions and states.			1.ii
3) Offeror must propose to develop and deliver Training and Technical Assistance on Project Data Collection to Post-Secondary Institutions.			1.iii
4) Offeror must propose analysis of high school graduation data, demographic information, and post-secondary enrollment and earned college credit data.			1.iv
5) Offeror must propose delivery of State, District, and High School Level Reports on Participation in Post-Secondary Education and Completion of Earned College Credits.			1.v

<b><u>New Mexico Post-Secondary Outcome Measures Project</u></b> <b><u>RFP:</u></b>	YES	NO	Location in RFP
<b>B. Mandatory Business Requirements</b>			
A) The Offeror must agree to the conditions governing the procurement.			General Require ments C.1
B) The Offeror must agree to the Agreement Terms and Conditions (New Mexico Professional Services Contract Template).			Appendi x B
C) The Offeror must submit only one proposal.			Response Format & Organiza tion, A
D) The Offeror must deliver one (1) original hardcopy with one original PDF copy (PDF copy includes complete content of all binders and accompanying materials) on Thumb Drive and five (5) identical copies of their proposal (Binder 1), one (1) original and five (5) identical copies of the cost proposal (Binder 2), and (1) original and five (5) identical copies of supporting technical documentation (Binder 3) to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals.			Response Format & Organiza tion, B
E) The Offeror must deliver a proposal that is typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.			Response Format & Organiza tion, C
F) The Offeror must deliver a proposal that conforms to the RFP requirements for Proposal Organization regarding Binder #1, Binder #2, and Binder #3.			Response Format & Organiza tion, C, 1
G) The Offeror must deliver a proposal that is accompanied by a Letter of Transmittal that conforms to the RFP requirements regarding the Letter of Transmittal.			Response Format & Organiza tion, 2
H) Offeror must complete the Cost Response Form. Costs must include all charges including but not limited to billing fees, regulatory fees, pass through, surcharges, line item charges, travel, per diem, fringe benefits, overhead costs, and New Mexico gross receipts tax. The Offeror must disclose all charges and state whether such charges are mandated by law/regulation or allowed by law/regulation.			Post Secondar y Outcome Measures Response Form
I) Offeror must describe any potential barriers in completing the project and explain resources and strategies for overcoming them.			Response Format & Organiza tion, C, 1
J) Offeror's proposal must agree to invoice the Agency twice each year in May and October.			Scope of Work 1.vii

## **1. Corporate Experience**

Offerors must submit a statement of relevant corporate experience within the last five (5) years, including the experience of major subcontractors. The narrative in response to this factor must thoroughly describe the offeror's experience in collecting, analyzing, and reporting data regarding IHEs.

In this Section, the offeror shall provide the following information (referencing the subsections in sequence) to evidence the offeror's experience in delivering services such as those sought under this RFP:

- a. A brief statement of how long the offeror has been performing the services sought under this RFP.
- b. A description of the experience level, technical and application knowledge, and government experience of the corporate technical resources that may be used for the contract.
- c. The dates of the period of service.
- d. A description of the service provided.
- e. A statement of why the offeror believes this engagement constitutes relevant corporate experience to this procurement.
- f. A list, if any of all current contractual relationships with the State of New Mexico or those completed within the previous five-year period. The listing should include the contract number, contract term, and procuring State agency for each reference.

## **2. Corporate References**

Offerors must submit three (3) external corporate references from clients who have received similar services to those proposed by the offeror for this contract, especially those projects in the public sector that have occurred within the past five (5) years. Offers that propose to use Subcontractors for significant portions of the scope of work must include three (3) external references for each major Subcontractor. Each reference must include the name of the company, current company address, name of the contact person, telephone number, email address of contact person, and the date and description of the services provided.

In addition, offerors must submit three (3) external references for senior corporate management proposed to be responsible for the Contractor's performance, and empowered by the Contractor to legally bind the Contractor on this contract. Each reference must include the name of the agency/company, agency/company current address, name of the contact person, telephone number, email address, and the date and description of the services provided.

**Note: The Offeror is responsible for verifying reference contact information and securing cooperation of references. The Evaluation Committee is not obligated to try to locate persons not found at the numbers or places given in the proposals. Obsolete or wrong contact information, or uncooperative references will result in a zero score in this category.**

### **3. Financial and Corporate Stability of Offeror**

Offerors must submit copies of their organization's most recent year's independently audited financial statements, as well as those for the preceding three (3) years. The financial statement submitted must be solely for the offeror, unless a parent entity is also committing to back financially the offeror in performance of the contract, in which case the financial statements of the parent entity must also be provided.

The submissions must include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the offeror, the offeror shall state the reason and instead submit sufficient information to enable the Evaluation Committee to determine the financial stability of the offeror.

Offerors must also submit information regarding any mergers, acquisitions, or sales of the offeror or subcontracting companies within the last ten years, or if any are pending or being negotiated and if so, an explanation providing relevant details.

Offerors must provide a statement as to whether there is any pending litigation against the offeror, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation may impair the offeror's performance in a contract under this RFP. Likewise, offerors must provide a statement as to whether the offeror or any of the offeror's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so provide an explanation with relevant details.

Offerors must include a statement of their intention and evidence of ability to procure, submit to the Department, and maintain throughout the duration of the contract, a Performance Bond in favor of the Department to insure the Contractor's performance under the contract.

### **4. Offeror Staff Experience**

The offeror must declare all Contractors and Subcontractors, including clerical staff, and other personnel required to complete the Contractor responsibilities described in this RFP in the Contract Terms and Conditions, Appendix B. The Contractor is not to assume or propose the use of State staff to conduct any substantive work pursuant to this RFP, except as is specifically stated herein.

The Contractor must commit a cohesive, dedicated, highly skilled core team of key personnel to this project. At a minimum, this core team is to include a Senior Project Director and Project Assistants. These are minimum requirements for the core team and do not prohibit the Contractor from including additional job classifications for a larger proposed core team. The State requires that the proposed Core Team be allocated to complete all (100%) requirements of this Project.

In this section of the Proposal, the Offeror must define its proposed core team. Offerors must submit a staff organization chart and the resumes of all proposed core staff with the proposal. The organization chart must include the title, name and experience category for each proposed

individual with an accompanying narrative that describes the individual's proposed job duties. Resumes with experience narratives attached thereto should thoroughly document the proposed staff member's knowledge and experience relative to the job duties to be performed, as well as the level of knowledge and experience, as appropriate. Include copies of appropriate professional certifications. The Proposal must describe any experiences of the proposed core team relevant to any projects of the type, size, and scope of this project. Special attention should be given to collection, analysis, and reporting of IHE data. The most recent relevant experience for proposed staff members should be within the last two years of the date of this RFP.

The Offeror must provide a detailed staff resume, as well as a staff qualification narrative summary, for each proposed core team member, attached thereto.

## **5. Offeror Staff References**

1. The Offeror must provide the names, positions, current telephone numbers and email addresses of clients who can give information on the individuals' experience and competence in the large scale assessment of students with significant cognitive disabilities. Three references must be provided for each proposed core staff member.
2. Staff references to other personnel within the offeror's organization (or parent organization) or within the Agency are unacceptable. Such references will not be contacted and the offeror shall receive no credit for that reference.
3. Descriptions of experience shall include specific responsibilities and number of years including the role and percentage of time spent on specific projects. All percentages should be based on months of full days five (5) day weeks.
4. Each project reference in a resume should include the customer name and dates of the project, as well as a brief project description, including the scope and relevance of the project.

**Note: The Offeror is responsible for verifying reference contact information and securing reference cooperation. The Evaluation Committee is not obligated to try to locate persons not found at the numbers or places given in the proposals. Obsolete or wrong contact information, or uncooperative references could result in a zero score in this category.**

## **6. Cost Proposal**

The Offeror's proposal must provide a detailed report of costs for the Post-Secondary Outcome Measures Project. The Mandatory Requirements and the detailed Scope of Work (Appendix C) represent the deliverables required by the PED pursuant to full funding of the Project.

## **7. Oral Presentation**

If selected as a finalist, the offeror must provide the Evaluation Committee the opportunity to interview all proposed core staff during an oral presentation at a date, time, and place set by the Procurement Manager. The proposed Project Manager shall present the offeror's proposal to the

Evaluation Committee.

**8. Campaign Contribution Disclosure Form (Mandatory)**

The Offeror must agree with the terms and submit a signed New Mexico Campaign Contribution Disclosure Form with the submittal of their proposal (See Appendix E)

**9. New Mexico Employees Health Coverage Form (Mandatory)**

The Offeror must agree with the terms and submit a signed New Mexico Employees Health Coverage Form with the submittal of their proposal. (See Appendix F)

## **V. EVALUATION**

### **A. EVALUATION POINT TABLE/SUMMARY**

The following is a summary of Section IV specifications identifying points assigned to each item. These weighed factors will be used in the evaluation of offeror proposals. Only finalist offeror's will receive points for an oral presentation and demonstration.

**NM POST-SECONDARY OUTCOME MEASURES EVALUATION POINT  
TABLE/SUMMARY**

	TOTAL Possible	ACTUAL Score	TOTAL Score
OFFEROR: _____			
Date: ____/____/____			
<b><u>PROJECT PLAN PREPARATION (30 Points)</u></b>			
Plan Quality	30		
TOTAL: PROJECT PREPARATION	30		
<b><u>METHODOLOGY (400 Points)</u></b>			
POST SECONDARY PROJECT DEVELOPMENT AND IMPLEMENTATION	400		
TOTAL: METHODOLOGY	400		
<b><u>CORPORATE EXPERIENCE (90 Points)</u></b> (Note: This applies to the contractor and all sub- contractors)			
TOTAL: CORPORATE EXPERIENCE	90		
<b><u>KEY PERSONNEL EXPERIENCE (80 Points)</u></b> (Note: This applies to contractor and all sub- contractors)			
TOTAL: KEY PERSONNEL EXPERIENCE	80		
<b><u>CORPORATE REFERENCES (5 Points)</u></b> (Note: Three corporate references for similar work are needed for contractor/sub-contractor)			
TOTAL: CORPORATE REFERENCES	5		
<b><u>KEY PERSONNEL REFERENCES (5 Points)</u></b> (Note: Three references for each key personnel performing similar work are needed)			
TOTAL: KEY PERSONNEL REFERENCES	5		
<b><u>PRESENTATION (70 Points)</u></b>			
TOTAL: PRESENTATION	70		
<b><u>COST (320 Points)</u></b>			
TOTAL: COST	320		
<b>GRAND TOTAL</b>	<b>1000</b>		

## **B. EVALUATION FACTORS**

Points will be awarded on the basis of the following evaluation factors:

**All Mandatory Factors will be evaluated on a “pass-fail” basis. Failure to include a Mandatory Factor will result in disqualification of the proposal.**

### 1. Project Plan Preparation (30 points)

#### 1.1. Plan Quality (30 points)

- 1.1.1. Does the project plan conform to specified RFP format requirements? (10 points)
- 1.1.2. Is the project plan well organized? (5 points)
- 1.1.3. Is the project plan error free? (5 points)
- 1.1.4. Is the project plan user friendly by using non-technical language, providing concise summaries, and providing tools to quickly locate information? (5 points)
- 1.1.5. Does the project plan have professional appearance? (5 points)

### 2. Methodology (400 points)

#### 2.1. NM Post-Secondary Outcome Measures Project Implementation (400 points)

- 2.1.1. Is the proposed development and implementation of the Post-Secondary Outcome Measures Project of high quality, responsive to the requirements of the RFP Scope of Work, and is the description detailed and comprehensive?
  - 2.1.1.1. Does the plan propose to collect, analyze and report student level high school graduation data, demographic (all students, gender, race/ethnicity (Caucasian, African American, American Indian, Asian, Hispanic)) and NCLB/ESEA subgroups (All Students, English Language Learners, Students with Disabilities, Economically Disadvantaged), post-secondary enrollment data, and college credit data (including courses coded for remediation in English and Mathematics) necessary for the analysis and reporting of RTTT Indicators c (11) and c (12)? (50 points)
  - 2.1.1.2. Does the plan propose to negotiate, write and implement reciprocal data exchanges with other states including Oklahoma, Colorado, Utah, Arizona and Texas? (30 points)
  - 2.1.1.3. Does the plan propose to develop and deliver a training module, including a presentation and training materials such as data submission protocols for

New Mexico public, private, and tribal post-secondary institutions at five locations across the state? (30 points)

2.1.1.4. Does the plan propose to provide technical assistance to participating post-secondary institutions by telephone and email to facilitate complete, accurate, and timely data submission? (20 points)

2.1.1.5. Does the plan propose to establish a system, using technology infrastructure existing in the Workgroup's agencies, to collect and store data on post-secondary enrollment and earned college credits? (20 points)

2.1.1.6. Does the plan propose to collect data on in-state private, public, and tribal post-secondary institutions, out-of-state public, private, and tribal post-secondary institutions from the neighboring states of Oklahoma, Colorado, Utah, Arizona and Texas? (50 points)

2.1.1.7. Does the plan propose to develop and implement quality assurance procedures to identify data submission errors, incomplete data, or coding errors and inconsistencies? (40 points)

2.1.1.8. Does the plan propose to conduct a data review process with participating institutions and states to correct data submission errors, incomplete data, or coding errors and inconsistencies? (20 points)

2.1.1.9. Does the plan propose to match student cohort high school graduation data, demographic information, and post-secondary enrollment and earned college credit data? (20 points)

2.1.1.10. Does the plan propose to calculate Post-Secondary Participation as a percentage and number of students (in numerator and denominator) for the state and for each public high school, school district, charter school, and State education institution for each subgroup (all students, gender, race/ethnicity (Caucasian, African American, American Indian, Asian, Hispanic)) and NCLB/ESEA subgroup (All Students, English Language Learners, Students with Disabilities, Economically Disadvantaged)? (40 points)

2.1.1.11. Does the plan propose to calculate Earned College Credits as a percentage and number of students (in numerator and denominator) for the state and for each public high school, school district, charter school, and State education institution for each subgroup (all students, gender, race/ethnicity (Caucasian, African American, American Indian, Asian, Hispanic)) and NCLB/ESEA subgroup (All Students, English Language Learners, Students with Disabilities, Economically Disadvantaged)? (40 points)

2.1.1.12. Does the plan propose to report Post-Secondary Participation? (20 points)

2.1.1.13. Does the plan propose to report Earned College Credit? (20 points)

3.1. Corporate Experience (90 points)

3.1.1. Does the offeror have experience in collecting data regarding IHEs? (30 points)

3.1.2. Does the offeror have experience in developing and delivering training to IHEs? (25 points)

3.1.3. Does the offeror demonstrate the ability to analyze and report data on IHEs? (30 points)

3.1.4. Does the offeror demonstrate sufficient financial stability to execute the assessment project? (5 points)

4.1. Key Personnel (80 points)

4.1.1. Does the offeror document the experience of the proposed project director? (50 points)

4.1.2. Does the offeror document the experience of the proposed project assistants? (30 points)

5.1. Corporate References (5 points)

6.1. Key Personnel References (5 points)

7.1. Presentation (70 points)

7.1.1. How well did the presentation demonstrate responsiveness to the RFP requirements? (30 points)

7.1.2. Was the presentation well prepared, clear, and well communicated? (10 points)

7.1.3. Did the presentation demonstrate an effective use of contractor and agency resources? (10 points)

7.1.4. Was the offeror responsive to the evaluation committee's questions? (20 points)

8.1. Cost (320 points)

**Lowest Proposal Cost**

**This offeror's Cost**

**X Points = Awarded Points**

### **C. EVALUATION PROCESS**

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements 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 B-8.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offeror's with the highest scores will be selected as finalist offeror's based upon the proposals submitted. Finalist offeror's who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award. 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 PROPOSALS**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**APPENDIX A  
REQUEST FOR PROPOSALS  
ACKNOWLEDGEMENT OF RECEIPT FORM  
NM POST-SECONDARY OUTCOME MEASURES RFP # 11-0003**

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on 7/26/2010. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments if any are issued.

**FIRM:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PHONE NO.:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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

**Firm does/does not (circle one) intend to respond to this Request for Proposals.**

Dr. Tom Dauphinee  
Interim Supervisor  
Assessment and Accountability Division  
300 Don Gaspar Ave., Room 124  
Santa Fe, New Mexico 87501-2786

Office: (505) 827-6528  
Fax (505) 827-6689  
[tom.dauphinee@state.nm.us](mailto:tom.dauphinee@state.nm.us)

## **APPENDIX B**

### **CONTRACT/AGREEMENT TERMS AND CONDITIONS**

# STATE OF NEW MEXICO

## Public Education Department

PROFESSIONAL SERVICES CONTRACT # \_\_\_\_\_

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Public Education Department**, hereinafter referred to as the "Agency," and **XXX**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration ("DFA").

IT IS AGREED BETWEEN THE PARTIES:

### 1. Scope of Work.

A. The Contractor shall perform the following work:

1. ARRA Stabilization funding is distributed to New Mexico school districts contingent upon the State's collection, analysis, and reporting of information regarding New Mexico high school graduates' participation in post-secondary education and completion of earned college credits as specified by RTTT Indicators c (11) and c (12) [see Attachment A]. The Scope of Work includes the following professional services and deliverables associated with the production of those indicators:

- i. **Develop Project Plan for Collection, Analysis, and Reporting of Post Secondary Outcome Measures:** The Contractor shall develop a project plan for the collection, analysis, and reporting of post-secondary outcome measures, in collaboration with the Post-Secondary Measures Workgroup. The plan shall specify major action steps, dependencies, responsible parties, and start and end dates for activities. The plan shall be provided to members of the Post-Secondary Measures Workgroup within 5 calendar days of the effective date of this Agreement. The Contractor shall produce the plan in a project management software application and it shall be delivered in formats specified by the Workgroup. The Contractor shall distribute the plan to members of the Workgroup when it is updated with changes in action steps or timeline.
- ii. **Define Data Collection Scope and Protocols for Post Secondary Outcome Measures.** The Contractor shall:

1. Specify student level high school graduation data, demographic (all students, gender, race/ethnicity (Caucasian, African American, American Indian, Asian, Hispanic)) and NCLB/ESEA subgroups (All Students, English Language Learners, Students with Disabilities, Economically Disadvantaged), post-secondary enrollment data, and college credit data (including courses coded for remediation in English and Mathematics) necessary for the analysis and reporting of RTTT Indicators c (11) and c (12). Data definitions shall include operational definitions of data fields, years from which data shall be extracted, formats of data fields, and

potential sources of data. The Contractor shall deliver data specifications to the Workgroup within 10 calendar days of the effective date of this Agreement.

2. Define the scope of public and private in-state and out-of-state post-secondary institutions that shall be included in the data collection process. The Contractor shall deliver specified scope of post-secondary institutions to be included in the project within 15 calendar days of the effective date of this Agreement.
3. Negotiate, write and implement agreements to establish reciprocal data exchanges with other states including Oklahoma, Colorado, Utah, Arizona and Texas. The agreements shall address essential issues such as in-kind contributions, procedures for meeting federal and state requirements regarding the confidentiality of student data, and dates and procedures regarding data exchanges. The Contractor shall deliver written agreements for each of the five states to the Workgroup within 21 calendar days of the effective date of this Agreement.
4. Define and implement protocols, in collaboration with the Workgroup, for acquiring and exchanging post-secondary enrollment and earned college credit data. The Contractor shall deliver protocols to the Workgroup within 30 calendar days of the effective date of this Agreement.
5. Develop, in collaboration with the Workgroup, crosswalk tables for standardizing field formats, file formats, and codes across data sets acquired from multiple sources in the project. The Contractor shall deliver protocols to the Workgroup within 30 calendar days of the effective date of this Agreement.

iii. **Training and Technical Assistance to Staff of Post-Secondary Institutions for Data Collection.** The Contractor shall:

1. Develop a training module, including a presentation and training materials such as data submission protocols for New Mexico public and private post-secondary institutions. The training shall be delivered at five locations across the state. The Contractor shall manage all logistics associated with training meetings such as participant recruitment and registration, securing facilities for training meetings, and providing certificates of participation. The Contractor shall not cover the cost of travel, hotel rooms, or meals for attendees at training meetings. The Contractor shall produce a voice-over PowerPoint slide show of the training module to be posted on the Agency's website for post-secondary institutions participating in the project. The Contractor shall conduct all training sessions no later than January 29, 2011.
2. Provide Technical assistance to participating post-secondary institutions by telephone and email to facilitate complete, accurate, and timely data submission. The Contractor shall provide technical support during regular business hours throughout the data collection period.

iv. **Collection of Data for Post-Secondary Outcome Measures.** The

Contractor shall:

1. Establish a system, using technology infrastructure existing in the Workgroup's agencies, to collect and store data on in-state and out-of-state, public, private, and tribal post-secondary enrollment and earned college credits (including courses coded for remediation in English and Mathematics). The Contractor shall establish the data collection system no later than January 15, 2011.
2. Develop and implement quality assurance procedures to identify data submission errors, incomplete data, or coding errors and inconsistencies. The Contractor shall document quality assurance procedures and deliver the document to the Workgroup no later than March 1, 2011.
3. Collect data on in-state private and public post-secondary institutions, out-of-state public and private post-secondary institutions from the neighboring states of Oklahoma, Colorado, Utah, Arizona and Texas. The Contractor shall complete data collection no later than March 21, 2011.
4. Conduct a data review process with participating institutions and states to correct data submission errors, incomplete data, or coding errors and inconsistencies. The Contractor shall complete the data review and correction process no later than April 15, 2011.

v. **Analysis of Data for Post-Secondary Outcome Measures.** The Contractor shall:

1. Define student cohorts for post-secondary outcome measures by year of high school graduation.
2. Match student cohort high school graduation data, demographic information, and post-secondary enrollment and earned college credit data using State Student ID Number, Name, Date of Birth, High School of Graduation, Year of Graduation, and other available information.
3. Calculate Post-Secondary Participation as a percentage and number of students (in numerator and denominator) for the state and for each public high school, school district, charter school, and State education institution in New Mexico the enrollment in post-secondary education of New Mexico students within 16 months after receiving a high school diploma. The Contractor shall produce calculations for each subgroup (all students, gender, race/ethnicity (Caucasian, African American, American Indian, Asian, Hispanic)) and NCLB/ESEA subgroup (All Students, English Language Learners, Students with Disabilities, Economically Disadvantaged). The Contractor shall complete preliminary calculations of Post-Secondary Participation and deliver them to the Workgroup in digital format no later than May 7, 2011. The Contractor shall complete final calculations of Post-Secondary Participation and deliver them to the Workgroup in digital format no later than May 21, 2011.
4. Calculate Post-Secondary Earned College Credit as a percentage and number of students (in numerator and denominator) for the

state and for each public high school, school district, charter school, and State education institution in New Mexico students who enroll in post-secondary education within 16 months after receiving a high school diploma who complete at least one year's worth of college credit within two years of enrollment in a post-secondary institution. The Contractor shall produce calculations for each subgroup (all students, gender, race/ethnicity (Caucasian, African American, American Indian, Asian, and Hispanic)) and NCLB/ESEA subgroup (All Students, English Language Learners, Students with Disabilities, Economically Disadvantaged). The Contractor shall complete preliminary calculations of Post-Secondary Earned College Credit and deliver them to the Workgroup in digital format no later than May 7, 2011. The Contractor shall complete final calculations of Post-Secondary Earned College Credit and deliver them to the Workgroup in digital format no later than May 21, 2011.

vi. **Report Post-Secondary Outcome Measures.** The Contractor shall:

1. Report Post-Secondary Participation as a percentage and number of students (in numerator and denominator) for the state and for each public high school, school district, charter school, and State education institution in New Mexico the enrollment in post-secondary education of New Mexico students within 16 months after receiving a high school diploma. The Contractor shall produce calculations for each subgroup (all students, gender, race/ethnicity (Caucasian, African American, American Indian, Asian, Hispanic)) and NCLB/ESEA subgroup (All Students, English Language Learners, Students with Disabilities, Economically Disadvantaged). The Contractor shall not report statistics for any cell (subgroup at the school or district level) with fewer than 10 students. The Contractor shall complete and deliver the Report Post-Secondary Participation to the Workgroup in digital format no later than June 15, 2011.
2. Calculate Post-Secondary Earned College Credit as a percentage and number of students (in numerator and denominator) for the state and for each public high school, school district, charter school, and State education institution in New Mexico students who enroll in post-secondary education within 16 months after receiving a high school diploma who complete at least one year's worth of college credit within two years of enrollment in a post-secondary institution. The Contractor shall produce calculations for each subgroup (all students, gender, race/ethnicity (Caucasian, African American, American Indian, Asian, Hispanic)) and NCLB/ESEA subgroup (All Students, English Language Learners, Students with Disabilities, Economically Disadvantaged). The Contractor shall complete and deliver the Report Post-Secondary Participation to the Workgroup in digital format no later than June 15, 2011.
3. The Contractor shall deliver the mockup report in a spreadsheet

format in Excel and PDF format. The Contractor and the Workgroup shall specify the layout of the report within 45 calendar days of the effective date of this Agreement.

- vii. **Invoicing for Contract Deliverables**: The Contractor shall invoice the Agency for services satisfactorily performed on the first day of each month during the project and no later than June 15, 2011, at the end of the project.

B. Services will be performed at **xxx address**.

C. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

1. Meeting State Goal for Public Education number 5 by providing information regarding high school student participation and earned college credits to be used by New Mexico public schools, charter schools, and State educational institutions and school districts to ensure students graduate from high school better prepared to succeed in post secondary education and the world of work.
2. Meeting State Strategy for Public Education G by providing information regarding high school student participation and earned college credits that supports a strong system of accountability to monitor the quality of Education from P-20.

The receipt of the deliverables contemplated under this Agreement shall assist the Agency in obtaining its goal(s) as set forth in its Strategic Plan on pages 11 and 23.

**2. Compensation**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of **\$xx** per hour, such compensation not to exceed **\$xx**, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling **\$xx** 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 \$xx. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. 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 DFA. This Agreement shall terminate on June 30, 2011, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

### **4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT."

B. 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.

**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.**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under

the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

**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 have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**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, Sections 13-1-28 through 13-1-199, NMSA 1978, 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 Section 38-3-1 (G) NMSA 1978. 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 Department of Finance and Administration 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 no later than July 1, 2010 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 programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

## **22. Employee Pay Equity Reporting**

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1)

calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself. Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement

**23. 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.

**24. 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.

**25. 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. Tom Dauphinee  
Interim Supervisor of Assessment and Accountability  
300 Don Gaspar  
Santa Fe, NM 87501-2786

To the Contractor: xxx  
address

email address

## **26. 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.

## **26. Reporting Requirements.**

A. If any part of this Agreement is funded pursuant to the American Recovery and Reinvestment Act (“ARRA”), Contractor agrees to abide by the reporting requirements of that Act, as amended. Receipt of funds pursuant to ARRA is expressly contingent upon Contractor’s agreement that it will fully comply with the reporting requirements specified by the Act. These reporting requirements shall include, but not necessarily be limited to, the following, as applicable:

- a) Contractor shall report information required by the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282), as that law may be amended or renumbered.
  - a. The name of the entity receiving the award.
  - b. The amount of the award.
  - c. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source, and an award title descriptive of the purpose of each funding action.
  - d. The location of the entity receiving the award and the primary location of the performance under the award, including the city, State, congressional district, and country.
  - e. A unique identifier of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity.
  - f. Any other relevant information specified by the Office of Management and Budget.
- b) Contractor will acquire or update their DUNS number and register with the Central Contractor Registration, if applicable.
- c) Contractor shall report information responsive to ARRA Section 1512 as identified in that Section, and as that Section may be amended or renumbered, and in Federal Office of Management and Budget (“OMB”) memoranda and supplements addressing Section 1512 reporting, as amended or renumbered. Reported information will include:
  - a) Data elements specific to vendor reporting.
    - i. Award Number – Prime Recipient Vendor
    - ii. Subaward Number – Sub-recipient Vendor
    - iii. Vendor DUNS Number
    - iv. Vendor HQ Zip Code + 4

- v. Vendor Name
  - vi. Product and Service Description
  - vii. Payment Amount
- b) Data elements for which the prime recipient or sub-recipient is responsible, but which are generated by the vendor, including, but not limited to: project status, jobs creation, and number of jobs.
  - c) Data on number of jobs will comply with OMB Memorandum M-09-21 description of a mathematical formula to calculate Full Time Equivalence (FTE) for jobs created and retained, at page 35, and as that memorandum may be amended, supplemented, or replaced by OMB.
  - d) If applicable, pursuant to ARRA Division B, Title VII, or pursuant to OMB Guidelines, memoranda or other directives, Contractor will report the names and compensation of the five most highly compensated officers of the Contractor.
  - d) Contractor shall report any other information specified by the funding federal agency for ARRA-funded projects in addition to the reporting requirements specified in Section 1512 and OMB Memoranda.
  - e) At the direction of the Agency, Contractor will use any automated data system identified by Agency to report ARRA funds, jobs created or retained, or any other ARRA-mandated reporting requirements.
  - f) Contractor will meet all reporting deadlines established by the Agency to ensure compliance with ARRA-mandated reporting deadlines as well as any deadlines specified by the Agency for the reporting of data that the Agency requires in order to comply with Agency's ARRA reporting requirements.
  - g) In the event that additional data reporting is imposed on the Agency by federal law or by an appropriate federal agency subsequent to the execution of this Agreement, Contractor agrees to fully comply with any and all additional reporting requirements as directed by the Agency.

B. Contractor shall also be fully responsible for complying with any reporting requirements which apply to any subcontracts awarded pursuant to this Agreement and in accordance with Section 8 of this Agreement regarding subcontracting, such reporting to comply with ARRA and/or the Federal Funding Accountability and Transparency Act (P.L. 109-282), as those laws may be amended or renumbered. Contractor shall be responsible for ensuring that all required subcontractor reporting is completed in a timely and accurate manner.

- 1) The data elements required for compliance shall include, but not necessarily be limited to, the following, as applicable:
  - a. Specific data elements identified by OMB for vendor reporting.
  - b. Any other information specified by OMB or the funding federal agency, if applicable.
  - c. The number of jobs created and retained by the project or activity, with a narrative description of the types of jobs. Data on number of jobs will comply with OMB M-09-21 description of a mathematical formula to calculate Full Time Equivalence (FTE), as that memorandum may be amended or supplemented by OMB.
- 2) At the direction of the Agency, subcontractor will use any automated data system identified by the Agency to track ARRA funds, jobs created or retained, or any other ARRA mandated reporting requirements.
- 3) ARRA Funds may be used in conjunction with other funds to perform the Scope of Work under this Agreement, but tracking and reporting must be done separately to meet the

reporting requirements of ARRA and the OMB Guidance.

- 4) Contractor agrees that it will include in any subcontract agreement subject to these requirements, an affirmative obligation upon any subcontractor to collect, maintain and timely provide any and all information subject to the reporting requirements specified herein and a specific authorization for the release of this information directly to the Agency upon the Agency's request.

## **27. Additional Audit Requirements.**

A. If any part of this Agreement is funded pursuant to the ARRA, Contractor agrees to abide by the following:

- 1) Allow access by any appropriate Federal entity, including an inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) to examine any records of the Contractor and any subcontractor pursuant to this original Agreement that pertain to, and involve transactions relating to, this Agreement or any subcontract pursuant to this Agreement; and
- 2) To allow any appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 to interview any officer or employee of the Contractor or any subcontractor pursuant to this original Agreement regarding such transactions.
- 3) Nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

B. If any part of this Agreement is funded pursuant to the ARRA, Contractor agrees to abide by the following:

- 1) Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the Contractor or any of Contractor's subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- 2) Allow the Comptroller General and his representatives to interview any officer or employee of the Contractor or any of Contractor's subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
- 3) Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

C. If any part of this Agreement is funded pursuant to ARRA, Contractor agrees to maintain documentation and records that support all information submitted to the Agency for Federal Reporting purposes.

D. Contractor agrees that it will include in any subcontract agreement an affirmative obligation upon any subcontractor to comply with and submit to all of the additional audit requirements specified herein.

## **28. Additional ARRA Requirements.**

A. The Agency and Contractor hereby acknowledge that any funding provided pursuant to ARRA is one-time funding which shall be limited to the specific purposes and deliverables specified herein.

## B. Whistleblower Protections of Employees Under ARRA

- 1) Contractor will comply with Section 1553 of the ARRA regarding Whistleblower protections, as that section may be amended or renumbered.
- 2) Any employer, including Contractor, receiving funds pursuant to ARRA shall post notice of the rights and remedies provided under this section. The notice of rights shall be the same as or equivalent to the example notice set forth in Attachment 2.
- 3) Contractor agrees that it will include in any subcontract agreement an affirmative obligation upon any subcontractor to comply with the whistleblower protection provisions specified herein.

## C. Buy American Provisions

- 1) If applicable, Contractor will comply with Division A, Section 1605 of ARRA regarding Buy American Provisions, regarding use of American iron, steel, and manufactured goods, as that section may be amended or renumbered.
- 2) If applicable, Contractor is responsible for advising any subcontractor of this requirement.

## D. Wage Rate Requirements

- 1) If applicable, Contractor will comply with Division A, Section 1606 of ARRA regarding wage rate requirements, as that section may be amended or renumbered.
- 2) If applicable, Contractor will comply with Division B, Section 1601 of ARRA regarding application of certain labor standards to projects financed with certain tax-favored bonds.
- 3) If applicable, Contractor is responsible for advising any subcontractor of this requirement.

## **29. Mandatory Waste, Fraud or Abuse Reporting.**

If any part of this Agreement is funded pursuant to the American Recovery and Reinvestment Act (“ARRA”), Contractor shall:

A. Promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving such ARRA funds.

B. Promptly report to the Agency and NMORR any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has committed fraud, waste, or abuse of ARRA funds.

C. Contractor agrees that it will include in any subcontract agreement an affirmative obligation upon any subcontractor to comply with the mandatory waste, fraud or abuse reporting requirements specified herein.

## **30. Non-Compliance With ARRA Reporting Requirements.**

Failure of Contractor or any subcontractor to Contractor to comply with the reporting requirements, through material omission, knowingly reporting false data, or failure to comply with reporting deadlines, may result in withholding of payment and/or termination of this Agreement.

**31. Cited Documents.**

Cited documents may be viewed in their entirety at United States Government websites, and it is Contractor’s responsibility to fully understand Contractor’s duties and responsibilities for reporting and disclosure requirements when receiving ARRA funds pursuant to this or any other agreement under which ARRA funds are disbursed.

Document	Weblink
American Recovery and Reinvestment Act of 2009	<a href="#">ARRA</a>
Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282)	<a href="#">FFATA</a>
OMB M-09-21, Implementing Guidance for the Reports on Use of Funds Pursuant to the Recovery Act of 2009. OMB M-09-21 Supp 1: List of Programs Subject to Recipient Reporting OMB M-09-21 Supp 2: Recipient Reporting Data Model	<a href="#">M-09-21 Memorandum</a> <a href="#">M-09-21 Supplement 1</a> <a href="#">M-09-21 Supplement 2</a>
OMB M-09-19, Guidance on Data Submission under the Federal Funding Accountability and Transparency Act (FFATA)	<a href="#">M-09-19</a>
OMB M-09-15, Updated Implementing Guidance for the Recovery Act of 2009	<a href="#">M-09-15</a>

**32. Debarment And Suspension And Other Responsibility Matters.**

A. Contractor certifies by signing this Agreement, that Contractor and Contractor’s principals, if applicable, to the best of Contractor’s knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: 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; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated above in this Paragraph; and, (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public Agreements or transactions (Federal, State or local) terminated for cause or default. If applicable, Contractor certifies that it and its principals have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a.

B. Contractor’s certification in Paragraph A is a material representation 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 certification in Paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s certification in Paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.

C. Contractor shall require each proposed first-tier sub-Contractor whose subcontract will equal or exceed \$25,000, to disclose to the Agency whether as of the time of award of the subcontract, the sub-Contractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. Contractor shall make such disclosures available to the Agency. If the sub-Contractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the sub-Contractor.

### **33. Other Provisions**

**PLEASE NOTE: the clauses numbered 26 through 30 and set forth hereinabove are IN ADDITION TO any other pertinent requirements as set forth by the Federal Government either pursuant to or outside of the American Reinvestment and Recovery Act, such as specific requirements set forth by the Federal Agency from which funds have been appropriated or any other pertinent Federal agency.**

**If such additional requirements exist for this Agreement, please add such requirements herein.**

**The Federal Government is also requiring anyone they do business with to register with the Central Contactor Reporting at the following link: <https://www.bpn.gov/ccr>**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Susanna M. Murphy, Ph.D.  
Secretary of Education

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Willie Brown  
General Counsel

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 compensating taxes.

ID Number: 00-000000-00-0

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation and Revenue Department

This Agreement has been approved by the DFA Contracts Review Bureau:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
DFA Contracts Review Bureau

**APPENDIX C**

**NM POST-SECONDARY OUTCOME MEASURES PROJECT RFP**

**SCOPE OF WORK**

## **NM POST-SECONDARY OUTCOME MEASURES PROJECT RFP SCOPE OF WORK**

A. The Contractor shall perform the following work:

1. ARRA Stabilization funding is distributed to New Mexico school districts contingent upon the State's collection, analysis, and reporting of information regarding New Mexico high school graduates' participation in post-secondary education and completion of earned college credits as specified by RTTT Indicators c (11) and c (12) [see Attachment A]. The Scope of Work includes the following professional services and deliverables associated with the production of those indicators:

i. **Develop Project Plan for Collection, Analysis, and Reporting of Post Secondary Outcome Measures:** The Contractor shall develop a project plan for the collection, analysis, and reporting of post-secondary outcome measures, in collaboration with the Post-Secondary Measures Workgroup. The plan shall specify major action steps, dependencies, responsible parties, and start and end dates for activities. The plan shall be provided to members of the Post-Secondary Measures Workgroup within 5 calendar days of the effective date of this Agreement. The Contractor shall produce the plan in a project management software application and it shall be delivered in formats specified by the Workgroup. The Contractor shall distribute the plan to members of the Workgroup when it is updated with changes in action steps or timeline.

ii. **Define Data Collection Scope and Protocols for Post Secondary Outcome Measures.** The Contractor shall:

1. Specify student level high school graduation data, demographic (all students, gender, race/ethnicity (Caucasian, African American, American Indian, Asian, Hispanic)) and NCLB/ESEA subgroups (All Students, English Language Learners, Students with Disabilities, Economically Disadvantaged), post-secondary enrollment data, and college credit data (including courses coded for remediation in English and Mathematics) necessary for the analysis and reporting of RTTT Indicators c (11) and c (12). Data definitions shall include operational definitions of data fields, years from which data shall be extracted, formats of data fields, and potential sources of data. The Contractor shall deliver data specifications to the Workgroup within 10 calendar days of the effective date of this Agreement.
2. Define the scope of public, private, and tribal in-state and out-of-state post-secondary institutions that shall be included in the data collection process. The Contractor shall deliver specified scope of post-secondary institutions to be included in the project within 15 calendar days of the effective date of this Agreement.
3. Negotiate, write and implement agreements to establish reciprocal data exchanges with other states including Oklahoma, Colorado, Utah, Arizona and Texas. The agreements shall address essential issues such as in-kind contributions, procedures for meeting federal and state requirements regarding the confidentiality of

student data, and dates and procedures regarding data exchanges. The Contractor shall deliver written agreements for each of the five states to the Workgroup within 21 calendar days of the effective date of this Agreement.

4. Define and implement protocols, in collaboration with the Workgroup, for acquiring and exchanging post-secondary enrollment and earned college credit data. The Contractor shall deliver protocols to the Workgroup within 30 calendar days of the effective date of this Agreement.
5. Develop, in collaboration with the Workgroup, crosswalk tables for standardizing field formats, file formats, and codes across data sets acquired from multiple sources in the project. The Contractor shall deliver protocols to the Workgroup within 30 calendar days of the effective date of this Agreement.

iii. **Training and Technical Assistance to Staff of Post-Secondary Institutions for Data Collection.** The Contractor shall:

1. Develop a training module, including a presentation and training materials such as data submission protocols for New Mexico public, private, and tribal post-secondary institutions. The training shall be delivered at five locations across the state. The Contractor shall manage all logistics associated with training meetings such as participant recruitment and registration, securing facilities for training meetings, and providing certificates of participation. The Contractor shall not cover the cost of travel, hotel rooms, or meals for attendees at training meetings. The Contractor shall produce a voice-over PowerPoint slide show of the training module to be posted on the Agency's website for post-secondary institutions participating in the project. The Contractor shall conduct all training sessions no later than January 29, 2011.
2. Provide Technical assistance to participating post-secondary institutions by telephone and email to facilitate complete, accurate, and timely data submission. The Contractor shall provide technical support during regular business hours throughout the data collection period.

iv. **Collection of Data for Post-Secondary Outcome Measures.** The Contractor shall:

1. Establish a system, using technology infrastructure existing in the Workgroup's agencies, to collect and store data on in-state and out-of-state public, private, and tribal post-secondary enrollment and earned college credits (including courses coded for remediation in English and Mathematics). The Contractor shall establish the data collection system no later than January 15, 2011.
2. Develop and implement quality assurance procedures to identify data submission errors, incomplete data, or coding errors and inconsistencies. The Contractor shall document quality assurance procedures and deliver the document to the Workgroup no later than March 1, 2011.
3. Collect data on in-state private, public, and tribal post-secondary

- institutions, out-of-state public, private, and tribal post-secondary institutions from the neighboring states of Oklahoma, Colorado, Utah, Arizona and Texas. The Contractor shall complete data collection no later than March 21, 2011.
4. Conduct a data review process with participating institutions and states to correct data submission errors, incomplete data, or coding errors and inconsistencies. The Contractor shall complete the data review and correction process no later than April 15, 2011.
- v. **Analysis of Data for Post-Secondary Outcome Measures.** The Contractor shall:
1. Define student cohorts for post-secondary outcome measures by year of high school graduation.
  2. Match student cohort high school graduation data, demographic information, and post-secondary enrollment and earned college credit data using State Student ID Number, Name, Date of Birth, High School of Graduation, Year of Graduation, and other available information.
  3. Calculate Post-Secondary Participation as a percentage and number of students (in numerator and denominator) for the state and for each public high school, school district, charter school, and State education institution in New Mexico the enrollment in post-secondary education of New Mexico students within 16 months after receiving a high school diploma. The Contractor shall produce calculations for each subgroup (all students, gender, race/ethnicity (Caucasian, African American, American Indian, Asian, Hispanic)) and NCLB/ESEA subgroup (All Students, English Language Learners, Students with Disabilities, Economically Disadvantaged). The Contractor shall complete preliminary calculations of Post-Secondary Participation and deliver them to the Workgroup in digital format no later than May 7, 2011. The Contractor shall complete final calculations of Post-Secondary Participation and deliver them to the Workgroup in digital format no later than May 21, 2011.
  4. Calculate Post-Secondary Earned College Credit as a percentage and number of students (in numerator and denominator) for the state and for each public high school, school district, charter school, and State education institution in New Mexico students who enroll in post-secondary education within 16 months after receiving a high school diploma who complete at least one year's worth of college credit within two years of enrollment in a post-secondary institution. The Contractor shall produce calculations for each subgroup (all students, gender, race/ethnicity (Caucasian, African American, American Indian, Asian, and Hispanic)) and NCLB/ESEA subgroup (All Students, English Language Learners, Students with Disabilities, Economically Disadvantaged). The Contractor shall complete preliminary calculations of Post-Secondary Earned College Credit and deliver them to the Workgroup in digital format no later than May 7, 2011. The

Contractor shall complete final calculations of Post-Secondary Earned College Credit and deliver them to the Workgroup in digital format no later than May 21, 2011.

- vi. **Report Post-Secondary Outcome Measures.** The Contractor shall:
1. Report Post-Secondary Participation as a percentage and number of students (in numerator and denominator) for the state and for each public high school, school district, charter school, and State education institution in New Mexico the enrollment in post-secondary education of New Mexico students within 16 months after receiving a high school diploma. The Contractor shall produce calculations for each subgroup (all students, gender, race/ethnicity (Caucasian, African American, American Indian, Asian, Hispanic)) and NCLB/ESEA subgroup (All Students, English Language Learners, Students with Disabilities, Economically Disadvantaged). The Contractor shall not report statistics for any cell (subgroup at the school or district level) with fewer than 10 students. The Contractor shall complete and deliver the Report Post-Secondary Participation to the Workgroup in digital format no later than June 15, 2011.
  2. Report Post-Secondary Earned College Credit as a percentage and number of students (in numerator and denominator) for the state and for each public high school, school district, charter school, and State education institution in New Mexico students who enroll in post-secondary education within 16 months after receiving a high school diploma who complete at least one year's worth of college credit within two years of enrollment in a post-secondary institution. The Contractor shall produce calculations for each subgroup (all students, gender, race/ethnicity (Caucasian, African American, American Indian, Asian, Hispanic)) and NCLB/ESEA subgroup (All Students, English Language Learners, Students with Disabilities, Economically Disadvantaged). The Contractor shall complete and deliver the Report Post-Secondary Participation to the Workgroup in digital format no later than June 15, 2011.
  3. The Contractor shall deliver the mockup report in a spreadsheet format in Excel and PDF format. The Contractor and the Workgroup shall specify the layout of the report within 45 calendar days of the effective date of this Agreement.
- vii. **Invoicing for Contract Deliverables:** The Contractor shall invoice the Agency for services satisfactorily performed on the first day of each month during the project and no later than June 15, 2011, at the end of the project.

**APPENDIX D**

**NM POST-SECONDARY OUTCOME MEASURES RFP**

**COST RESPONSE FORM**

<b><u>Offeror:</u></b>	
<b><u>NM Post-Secondary Outcome Measures Project Cost Response Form</u></b>	
	<b>FY11 Costs 7/1/10 – 6/30/11</b>
<b>DELIVERABLE / COST</b>	
<b>I.</b> Project Plan	
<b>II.</b> Specifications of high school graduation data, demographic data, NCLB/ESEA subgroup data, post-secondary enrollment data, and college credit data necessary for RTTT Indicators c (11) and c (12).	
<b>III.</b> Specifications of scope of post-secondary institutions to be included in project.	
<b>IV.</b> Negotiate, write and implement agreements to establish reciprocal data exchanges with other states	
<b>V.</b> Define and implement protocols for acquiring and exchanging post-secondary enrollment and earned college credit data.	
<b>VI.</b> Develop crosswalk tables for standardizing field formats, file formats, and codes across data sets acquired from multiple sources in the project.	
<b>VII.</b> Develop a training module, including a presentation and training materials such as data submission protocols for New Mexico public, private, and tribal post-secondary institutions.	
<b>VIII.</b> Training at five locations across state. Also provide per single location in New Mexico.	
<b>IX.</b> Provide Technical assistance to participating post-secondary institutions.	
<b>X.</b> Establish a system to collect and store data on post-secondary enrollment and earned college credit	

<b>XI.</b>	Collect data on in-state private, public, and tribal post-secondary institutions, out-of-state public, private, and tribal post-secondary institutions from the neighboring states. Also provide cost for data collection per individual state.	
<b>XII.</b>	Develop and implement quality assurance procedures to identify data submission errors, incomplete data, or coding errors and inconsistencies.	
<b>XIII.</b>	Conduct a data review process with participating institutions and states to correct data submission errors, incomplete data, or coding errors and inconsistencies.	
<b>XIV.</b>	Match student cohort high school graduation data, demographic information, and post-secondary enrollment and earned college credit.	
<b>XV.</b>	Calculate Post-Secondary Participation for the state and for each public high school, school district, charter school, and State education institution in New Mexico by subgroup.	
<b>XVI.</b>	Calculate Post-Secondary Earned College Credit for the state and for each public high school, school district, charter school, and State education institution in New Mexico by subgroup.	
<b>XVII.</b>	Report Post-Secondary Participation	

**APPENDIX E**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## APPENDIX E

### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend

contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature                      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 F**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

**APPENDIX F**

**New Mexico Employees Health Coverage Form**

1. For all contracts solicited and awarded on or after January 1, 2008: 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:
  - (a) 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 no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
  - (b) 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 no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
  - (c) 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 no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. 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.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenwnewmexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: \_\_\_\_\_ Date \_\_\_\_\_