REGION 9 EDUCATION COOPERATIVE
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Region 9 Education Cooperative
REQUEST FOR PROPOSAL 27007
Grades 3rd-8th New Mexico Measures of Student Success & Achievement

Addendum #A
Questions & Answers

1. May an offeror submit an independent proposal for a defined portion of the scope, such as educator training, assessment implementation support, data interpretation, or mathematics item development and review? **No**

2. May Component B, Knowledge Checks, be proposed independently of Components A and C? If so, may a proposal focus exclusively on mathematics or specified grade levels? **No**

3. For an independently awarded training or content-development scope, would the contractor coordinate with a separately awarded assessment-system vendor, without being required to provide the testing platform, psychometric services, statewide scoring, or other assessment operations? **N/A; see response to question 1.**

4. If limited-scope proposals are permitted, how should offerors identify requirements that fall outside their proposed scope, and how will those proposals be evaluated? **A limited scope proposal is not permitted.**

5. The RFP states, on page 40 in section NMPED Review, Approval, and Ownership, that "All Knowledge Check items will be owned by NMPED." Given the time and cost to develop high-quality items that serve this purpose, we believe New Mexico is best served by leveraging existing item banks and therefore ask that this requirement be revised to allow for licensing items that address this requirement. **Offerors may propose licensed items or existing assessment solutions that meet NMPED's expectations for Knowledge Checks.**

6. In order to keep costs low for the State, we presume the state's license to use any of Contractor's pre-existing test items, systems, or platforms would only be for the term of any resulting contract, and the State would not retain any rights to access, use, or modify pre-existing Contractor intellectual property following the expiration or termination of such contract. Please confirm this is correct. **No. Offerors must describe how NMPED may use proprietary or licensed items after the contract ends.**

7. Software escrow is not a common practice in the delivery of student assessment programs and would result in higher prices to the state. This RFP is not requesting the development of custom software to be owned by the State. We presume that the references to Software Escrow throughout the Sample Contract are not relevant to any contracts resulting from this RFP where the Contractor is not providing custom software to the State. Please confirm this is correct. If this is not correct, please explain. **Correct**

8. We understand that Appendix F is a Sample Contract. If the Contractor requests edits or changes to this sample contract, should those be provided with the proposal or will this be negotiated post-RFP award? **Suggested changes should be provided with the proposal for review along with Appendix E's second box checked, and Appendix E signed. Finalization of the contract language will be negotiated post award.**

9. We presume that ownership of any pre-existing Intellectual Property will remain with the Contractor. Please confirm if this is correct. **Correct**

10. In addition, in order to keep costs down and proposals competitive, we presume that the ownership of any pre-existing test items used to deliver the assessment would be retained

by the contractor and the Procuring Agency would not receive any ongoing rights to use or modify these items after the term of the contract. Please confirm this is correct. If not, please explain. **Post-contract access is required. See question 6.**

11. Would the Procuring Agency consider alternative ownership models that give the State cost effective access to high quality assessments during the term of the contract? **Yes**

12. Prime Contractor and Subcontractor Experience, Reference: Section III.F, Subcontractors/Consent; Section IV.F.1.b.i, Corporate Capacity. When evaluating the prime Offeror's relevant organizational experience, will the Evaluation Committee consider comparable statewide assessment contracts successfully performed by proposed subcontractors, provided their responsibilities, qualifications, and commitments are documented in the proposal? **Yes**

13. Professional Reference Letters, Reference: Section IV.F.1.b.i, Corporate Capacity. The solicitation requires a minimum of three professional reference letters for projects of similar size, scope, and complexity completed within the preceding five years. May these letters document comparable projects performed by a combination of the prime Offeror and its proposed technical subcontractors, or must all three letters concern projects performed directly by the prime Offeror? **This is up to the Offeror.**

14. Subcontractor Approval and Commitment Documentation, Reference: Section III.F, Subcontractors/Consent; Section IV.F.1.b–c, Corporate and Personnel Capacity. Does the Agency require proposed subcontractors to be identified and supported by signed letters of commitment at the time of proposal submission? If so, will approval of proposed subcontractors be considered during proposal evaluation or only after contract award? **Proposed subcontractors should be identified in the proposal with signed letters of support.**

15. Technical Infrastructure and Licensed Platforms, Reference: Section I.B, Scope of Work, Assessment Administration and Technical Quality Requirements; Section IV.F.1.b, Corporate Capacity. May an Offeror satisfy assessment delivery, scoring, reporting, security, and operational capacity requirements through a contractually committed third-party assessment platform and specialized technical subcontractors, rather than through technology and infrastructure owned directly by the prime Offeror? **Yes**

16. Existing Assessment Scale and Transition Materials, Reference: Section I.B, Contract Length and Vendor Transition; Transition Planning. Will the selected Offeror receive the complete existing NM-MSSA technical documentation, item parameters, scoring tables, equating constants, and relevant historical data necessary to establish score-scale continuity? Will any of these materials be made available to Offerors before award under appropriate confidentiality restrictions? **Yes. The data and materials necessary to establish score-scale continuity will be shared. The RFP does not provide for access before award.**

17. Independent Alignment Study, Reference: Section I.B, Assessment Design Guardrails, Content Standards Coverage, Cognitive Complexity, and Alignment. The solicitation requires identification and a letter of commitment from an independent alignment-study organization when material changes to the assessment blueprint or cognitive-complexity framework are proposed. If an Offeror proposes retaining the current assessment blueprints and cognitive-complexity framework during initial implementation, is an independent alignment-study commitment letter required at proposal submission? **No.**

18. Per-Student Pricing Methodology, Reference: Section IV.F.1.d, Cost Proposal. For Components A, B, and C, should per-student pricing be calculated using total eligible enrollment, students actually assessed, or another participation measure? For Component C, should the per-student price cover all available interim administrations during the school year, or should each administration be separately priced? **Eligible enrollment**

should be used. For Component C pricing, yes, all available interim administrations.

19. Transition and Implementation Costs, Reference: Section I.B, Contract Length and Vendor Transition; Section IV.F.1.d, Cost Proposal. May Offerors separately identify one-time transition, initial system configuration, psychometric linking, and implementation expenses in addition to the required per-student prices for Components A, B, and C? If not, should those costs be amortized into the proposed per-student prices? **One time costs can be priced separately.**

20. Knowledge Checks Licensing and Participation, Reference: Section I.B, Component B, Knowledge Checks; Section IV.F.1.d, Cost Proposal. Should Component B pricing assume availability to all eligible grades 3–8 students statewide, regardless of actual classroom usage, or should pricing be based on participating districts, schools, or students? **Assume availability to all eligible 3-8 students.**

21. Component C Grade Coverage, Reference: Section I.B, Component C, Predictive Interim Assessments. The scope permits predictive interim assessments for grades 3–8 or grades 3 through high school. Will an Offeror proposing grades 3–8 coverage fully satisfy the minimum Component C requirement, with high-school coverage treated as an optional enhancement? **Yes**

22. Ownership and Post-Contract Rights, Reference: Section I.B, Item Ownership; Knowledge Checks; Section IV.F.1.d, Cost Proposal. Where a solution combines newly developed New Mexico-specific assessment items with properly licensed third-party items, may the Offeror propose separate ownership and post-contract licensing arrangements for these categories, provided all restrictions, costs, and continuing-use rights are clearly disclosed? **Yes**

23. Contract Award Structure, Reference: Section I.C, Procurement and Contract Contact; Section I.B, Scope of Work. The solicitation permits awards to more than one Offeror, while requiring each Offeror to address Components A, B, and C. Does the Agency anticipate that multiple awards, if made, would cover the complete integrated scope, or does it reserve the option to assign different components to different successful Offerors? **At this time, the agency intends to award one Offeror that can deliver all components.**

24. In the Scope of Work on page 7, Component C describes the expectation for "predictive CLR interim assessments in language arts and mathematics for grades 3-8 or grades 3 through high school." Are these predictive interim assessments expected to report Lexile and Quantile measures on individual student reports and in aggregate district and school reports, similar to the expectations for the NM-MSSA listed on pages 34 and 35 of the RFP? **Yes**

25. In the Compact Overview section on page 12, the RFP states that the "awarded vendor's first administration of the NM-MSSA will be in Spring 2028." Will the awarded vendor be expected to administer the predictive interims for the first time in the fall of school year 2027-2028? **Yes**

26. Section I.B describes a four-year contract beginning in SY 2026–27 with up to three optional one-year renewals, while Sections I.C and III.Q.6 describe an initial one-year term renewable up to three times, not to exceed four years in total. Please confirm the total contract term and the school years covered. Should Offerors assume operational NM-MSSA administrations in Spring 2028, 2029, and 2030 only? **The 2026-27 begins upon award and the end date shall be determined during the contracting negotiation process. All subsequent contracts start/end dates shall be determined during the future contracting negotiating process and no contract will exceed past December 16, 2030.**

27. I.B Contract Length (p. 7); I.C (p. 43); III.Q.6 (p. 53), The RFP requires each component to be priced per student. Please specify the student counts NMPED wants used as the pricing basis for each component and year, and whether the per-student price should be per content area or per student across both content areas. **The Offeror should use the enrollment counts provided in the proposal, Appendix G. Pricing should be across both content areas.**

28. IV.F.1.d Cost Proposal (p. 60), SY 2026–27 is a transition and development year with no NM-MSSA administration under the new contract. How should Offerors represent fixed costs incurred before the first operational administration (e.g., transition, CLR integration, item development, platform configuration) within a per-student pricing structure? May these be presented as separate fixed-price deliverables? **See question 19.**

29. IV.F.1.d Cost Proposal (p. 60), Is there a required cost proposal template or workbook? Should pricing be broken out by contract year, by component, and by deliverable? Should the cost proposal be submitted within the single technical proposal PDF or as a separate file? **There is no cost proposal template. Per the RFP, The Offeror must price each service component based on a per student cost. The cost proposal must be submitted as part of the single technical proposal.**

30. I.B Scope of Work (p. 7); I.C (p. 43), Will Components B (Knowledge Checks) and C (Predictive Interims) be funded by NMPED for statewide availability, or purchased by individual districts and charter schools? What participation volume should Offerors assume for per-student pricing of Components B and C? **Assume funded by NMPED.**

31. I.C (p. 43); IV.F.1.d (p. 60), Section I.C indicates multiple awards may be made for the same scope of work, while Section IV.F.1.d states that Components A, B, and C are all required. Does NMPED anticipate awarding the components to different Offerors? Will cost be evaluated by component or in total? **See question 23. Cost will be reviewed by component or total, depending on Offerors cost proposal structure.**

32. I.C (p. 43), Section I.C states the procurement may be used by NMPED, school districts, and state charter schools. Should Offerors provide district-level pricing for optional services (e.g., additional interim administrations or paper ISRs) that districts may purchase directly? **See question 30. Offerors can provide pricing for optional services.**

33. Appendix F, Article 3 (p. 73), Does NMPED intend to apply retainage, a performance bond, or software/source code escrow under the resulting contract? If a performance bond is required, what amount should Offerors assume? **Yes, the PED expects to require a combination of performance insurance measures to include performance bonds, retainage, and/or source code escrow as well as potential ownership of work product.**

34. I.B Transition Planning (p. 12); Item Ownership (p. 22), Who owns the items currently used on the NM-MSSA (NMPED or the current vendor)? Will currently operational items be available to the new vendor for use as anchor or operational items beginning Spring 2028, and in what format (e.g., QTI version)? If they are vendor-owned, is licensing them within the Offeror's scope and cost? Also, what is the quantity of items that will be needed for importing into the new vendor's item banking system? **All MSSA items are owned by the vendor aside from open-ended writing items. Confirmation on the quantity will be provided at contracting.**

35. Examples for Constituents' Engagement (p. 14), For the standing assessment advisory groups, how many groups, members, and meetings per year, should Offerors assume, and should meetings be in person or virtual? Will NMPED lead or facilitate outreach to Pueblos, Tribes, and Nations, and are there tribal consultation protocols the Offeror must follow? **Offeror should propose their best plans. NMPED will assist with communication and outreach.**

36. Item Review (p. 25); Development Coordination with Marzano (p. 39), Should Offerors budget for educator and community participant stipends, substitute reimbursement, travel, and lodging for item writing, review, and advisory meetings? If so, what rates should be assumed? How many in-person committee meetings per year does NMPED expect? **Yes, currently $150 is paid for completing training and independent review (completing feedback form) and $75 is paid for attending virtual committee discussion meetings for each grade. Meetings are held virtually so travel expenses are not necessary.**

37. Cognitive Laboratories (p. 24), How many cognitive lab or validation studies per year (and approximate numbers of students and items) does NMPED expect? Are there NMPED, district, or tribal approval requirements (e.g., research review) for conducting studies with students? **Offeror should propose numbers and timelines. NMPED will work with districts, charter schools, and tribal partners to obtain required approvals and consent.**

38. Item Development Needs Analysis (p. 23), Please provide current item pool counts by grade, content area, item type, and reporting category, including the number of items released or retired each year. **This will be provided during contracting.**

39. Assessment Blueprints (p. 20), Does the current language arts assessment include an extended writing component (e.g., text-dependent analysis or essay)? If so, how many writing prompts are administered per student? **The link to the current blueprint for ELA/SLA is available on the NM-MSSA Resources webpage.**

40. Exemplars, Anchor Sets, and Practice Tests (p. 22), How many items per grade and content area are currently released annually, and does NMPED have a minimum expectation for annual release? **PED does not control the item release rate or quantity as the current items are provided by the vendor. The practice tests are composed of previously released items. There is currently no annual release of items.**

41. I.A Purpose (p. 4); Appendix G, Table 6.1 (p. 100), Please clarify whether a stand-alone Spanish Language Arts (SLA) assessment is in scope. The current blueprint is titled "ELA-SLA," and Appendix G lists "Language Arts (Spanish Acc)." What does the current Spanish-accommodated language arts form consist of? **The current Spanish Language Arts form is a transadapted version of the English Language Arts form.**

42. Assessment Claims (p. 19); Accommodations Review (p. 26), For mathematics, what is the current Spanish accommodation (e.g., full transadaptation, stacked bilingual, Spanish glossary, Spanish audio)? Does NMPED expect all operational math items to be transadapted? **The current Spanish Math form is a transadapted version of the English Math form. It would be expected that all operational math items be transadapted.**

43. Knowledge Checks – Overview (p. 37), Section I.B references Knowledge Checks in "English and Spanish language arts." Are Spanish language arts Knowledge Check items required, and should they be counted in addition to the stated module and item volumes? Are Spanish versions of mathematics Knowledge Checks required? **If Spanish items are available as an accommodation, the Offeror should make this explicit in their proposal.**

44. Individual Student Reports (p. 33); Administration Preparation (p. 29), Beyond ISRs and score reports, which materials must be provided in Spanish (e.g., family guides, practice tests, test administration directions)? Are any other languages (including Native American languages) required for reports, audio, or directions? **No other language other than Spanish is required by stakeholders at this time.**

45. Accessibility and Accommodations (p. 28), Is ASL video currently provided for every operational item in both content areas? Which braille codes (UEB, Nemeth) are currently used? **Currently, ASL videos are provided for every operational item in both content areas as an accommodation. UEB is used for language arts and UEB with Nemeth is used for math.**

46. Administration Preparation and Support (p. 29), What are NMPED's expectations for help desk hours, channels (phone, email, chat), languages, and service levels? Are in-person regional trainings required, and if so, how many per year? **Our current help desk is available by phone M-F, 7:00 am - 3:00 pm MT. An email contact address is also available. The majority of trainings are done virtually, but we have held an in-person conference in the past (once per year).**

47. Individual Student Reports (p. 34), Is there an existing Lexile and Quantile linking study for the NM-MSSA? Will the Offeror be responsible for conducting a new linking study and for any MetaMetrics licensing costs? **Any new summative assessment procured through this RFP will require a new Lexile and Quantile linking study. The cost of this linking study is included within the MetaMetrics' annual reporting license fees that will be paid for by the state under this contract. The awarded vendor should be prepared to support linking study activities, including embedding linking items into field test slots during the first administration of the new NM-MSSA.**

48. Transition Planning (p. 13), Is the Offeror responsible for TAC members' honoraria, travel, and meeting logistics, or only for Offeror staff participation? **No**

49. Cut Score Verification (p. 33), What timing does NMPED anticipate for cut score verification (e.g., summer 2028)? Should Offerors assume in-person educator panels, and if so, how many panelists? **Offerors should propose the timing. Verification should follow the first administration that uses new or changed forms. Offerors should propose whether panels are needed and, if so, their format and size.**

50. Purpose, Scope, and Structure (p. 38), Please confirm the expected total Knowledge Check item count. Our reading is approximately 1,200 module-based items plus a comparable number of stand-alone items, or roughly 2,400 items across both content areas. **Yes, that is a viable approximation. Offerors may propose refinements if justified, including existing solutions (see Question 5).**

51. Alignment with Classroom-centered Proficiency Scales (p. 38), When will the Marzano Resources proficiency scales and rubrics be available to the Offeror? Will NMPED facilitate the coordination agreement with Marzano, and are any costs for Marzano participation expected to be borne by the Offeror? **This will be provided at contracting. NMPED will coordinate with Marzano and Offeror should assume no cost.**

52. Technical Quality Documentation (p. 40), Are Knowledge Check items required to be field tested or piloted with students before release? What empirical evidence is expected in the initial technical quality report? **Not required. Offerors may propose their approach. The report should present evidence on process, products and usage that supports the intended uses.**

53. Proposal Format (p. 58), Is there a file size limitation for the single PDF file upload for proposal submission? If so, what is the file size limit? **There is no limit.**

54. Miscellaneous, Please clarify ownership and licensing rights for all existing NM-MSSA assessment content, including operational items, field-test items, item metadata, stimuli, scoring materials, item-bank content, and associated intellectual property. Will the successful Offeror receive all existing content and the rights necessary to use, modify, migrate, administer, and maintain that content for the duration of the contract? Please identify any content owned or licensed by the incumbent contractor or other third parties that will not transfer to the successful Offeror. **Current NM-MSSA items are owned by the current vendor, except writing items. NMPED-owned content will be made available to the successful Offeror.**

55. C. Sequence of Events (pg. 47), Given that responses to written questions are scheduled for November 17, 2026, and proposals are due November 30, 2026, would Region 9 Education Cooperative and NMPED consider extending the proposal deadline? The current schedule provides a relatively short period for Offerors to incorporate clarifications that may affect technical approach, subcontracting, contractual terms, and pricing, particularly with the Thanksgiving holiday occurring between the question-response date and proposal deadline. **No revision to the posted Sequence of Events is anticipated at this time.**

56. d. Cost Proposal (pg. 61), The RFP requests separate per-student pricing for Components A, B, and C. Please clarify the student-count basis NMPED expects Offerors to use for pricing Components B and C. For Component B, should the per-student price be based on eligible/enrolled students, unique students accessing Knowledge Checks, or another measure? For Component C, should the per-student price cover access to all available annual administrations, including fall, winter, and optional spring, or should pricing vary

based on the number of administrations used? **Offerors should use enrollment counts and pricing should cover all available administrations. Offerors can propose modified pricing structures if there is a cost savings for optional administrations.**

57. Knowledge Checks (pg. 37), The Knowledge Checks section identifies language arts, Spanish language arts, and mathematics, while other sections describe Spanish-language accommodations, supports, and Spanish-transadapted mathematics items. Please confirm the required Spanish-language scope for each component separately: (A) NM-MSSA, (B) Knowledge Checks, and (C) Predictive Interim Assessments. **(A) Spanish-language accommodated forms, including Spanish-transadapted mathematics items where applicable. (B) See response to Question 43. (C) Spanish accommodations.**

58. c. Procurement and Contract Contact (pg. 43), The RFP states that the Agency may make multiple awards. Please clarify whether NMPED anticipates the possibility of awarding Components A, B, and C to different Offerors, or whether Offerors should assume that all three components will be awarded together as an integrated solution. And, if separate component awards are possible, may Offerors provide pricing assumptions or adjustments that apply when individual components are awarded separately rather than as a combined solution? **See question 23.**

59. Data Breach & Appendix F (pgs.36-37 & 77), The RFP requires notification to NMPED within 72 hours of confirmation of a data breach, while Appendix F includes a one-hour notification requirement associated with Data Damage. Please confirm whether these requirements represent separate notification triggers, with the one-hour requirement applying to discovery of a Data Damage/security incident and the 72-hour requirement applying to confirmation of a reportable data breach. **Yes, these are separate triggers.**

60. Assessment Design Guardrails (pg.19), If an Offeror proposes no material change to the existing NM-MSSA blueprint or cognitive-complexity framework at contract initiation, should the Offeror nevertheless include pricing for a potential future independent alignment study, or should such a study be treated as separately priced work only if a material change is subsequently proposed or requested by NMPED? **No. Include it only if your proposal includes a material change. Later studies will be priced separately.**

61. Exemplars, Anchor Sets, and Practice Tests (pg. 22), The RFP requires Offerors to propose a minimum annual number of publicly releasable exemplar items per grade and subject. Does NMPED have a target range or historical release quantity that Offerors should use for planning and pricing, or should each Offeror independently propose the quantity it believes best balances assessment literacy, item security, and item- pool sustainability? **Offerors should propose their best plan.**

62. Public-facing Reports - Individual Student Reports (pg. 33), The RFP states that digital ISRs will be the default and that paper ISRs must be available upon request at district or charter-school cost. Should the Offeror provide a unit price for printing and shipping paper ISRs as part of the Cost Proposal, and if so, does NMPED have an estimated annual volume or preferred pricing basis for this optional service? **Offeror should provide unit cost.**

63. Contract Length and Vendor Transition (pg. 7), The RFP states that the current assessment vendor will provide item parameters, scoring tables, equating constants, technical documentation, and other materials necessary to support scale continuity. Can NMPED provide an inventory or data dictionary identifying the specific transition materials, file formats, historical datasets, software-independent scoring specifications, and item-level metadata that will be made available to the successor vendor? **NMPED will work to provide this after the award.**

64. Scope of Work, Knowledge Checks, Purpose, Scope, and Structure, pages 37–38.The RFP states that the Knowledge Check item pool must support independent teacher selection and the creation of modules assembled from the broader pool. It also provides a midpoint planning estimate of approximately 1,200 module-based items across language arts and mathematics, 'in addition to a comparable volume of stand-alone items for the broader item pool.' Please clarify whether NMPED anticipates approximately 2,400 unique items, consisting of approximately 1,200 items used in modules plus approximately 1,200 additional stand-alone items, or whether items used in modules may also be included in and counted as part of the broader selectable item pool. **See the response to Question 50. Module items may be included as part of the selectable pool. Offerors may also propose existing solutions.**

65. Knowledge Checks, NMPED Review, Approval, and Ownership, page 40; Appendix F, Article 1.S and Articles 9–10. The RFP states that all Knowledge Check items will be owned by NMPED, while Appendix F provides that each party retains ownership of its identified Pre-Owned IP. If an Offeror uses or adapts identified pre-existing proprietary items, item structures, templates, authoring methodologies, software, or other Pre-Owned IP in developing Knowledge Check items or modules, please clarify the ownership and licensing treatment of the resulting Knowledge Check deliverables. **See the response to Question 5. Offerors should describe the proposed ownership and licensing of Knowledge Check deliverables, including any pre-owned IP. Final terms will be set in contract negotiation.**

66. Q. Contract Terms & Conditions (pg. 53), Please clarify whether respondents may enter into an Intergovernmental Agreement (IGA) in lieu of a standard contract under this RFP. **No, this will not be an option.**

67. Automated Scoring of Responses to Constructed-response Items (pg.31), Must all constructed response items employ automated scoring with human review processes or is it permissible to use human hand scoring only? **Offerors should propose their best design.**

68. Page 61, Evaluation Factors, Please clarify how the 25 points allocated to the Cost Proposal will be awarded? Will the vendor submitting the lowest cost receive the full 25 points, with other vendors receiving proportionate scores? **The 25 cost points will be awarded based on the reasonableness, allowability, and overall justification of the proposed costs in relation to the services, activities, and deliverables outlined in the offeror's proposal. Evaluation will consider whether the proposed costs are adequately supported, appropriate for the scope of services, and reflective of the resources necessary to successfully fulfill the requirements of the RFP. The evaluation will not be based solely on the lowest proposed cost. Rather, points will be assigned based on the extent to which the proposed budget is reasonable, allowable, sufficiently detailed, and aligned with the proposed approach and anticipated level of effort.**

69. Page 8, Service Components, Please confirm whether service components A, B, and C will all be awarded to a single vendor. Please provide the current budget for each service component. **See question 23. Current available budget is unknown at this time.**

70. Page 60, Cost Proposal, Please specify the Gross Receipts Tax percent that vendors are required to include? **Offers should include the applicable New Mexico Gross Receipts Tax (GRT) rate based on the location and tax requirements applicable to the services or deliverables provided. Because GRT rates vary by location, a single fixed percentage cannot be specified for all Offerors. Offerors should identify the applicable GRT rate and separately itemize the tax in their cost proposal, as applicable. Current rates may be verified through the New Mexico Taxation and Revenue Department's Gross Receipts Tax Rate Lookup.**

71. 64–66, iv.F.2.b Appendix B — Signed Campaign Contribution Form, Appendix B states that the State agency or local public body will identify the applicable public officials, but the corresponding field is blank. Please provide the name or names Offerors should use when completing the mandatory form, or confirm that "none" should be entered. **The Offeror shall disclose any contributions made by the Offeror, its company, or agency to any elected public official in the State of New Mexico.**

- **Statement: (Completed by State Agency or Local Public Body) - shall be removed from Appendix B.**

72. 61, iv.F.2 Mandatory Requirements, Please confirm that Appendices A through E are the complete set of mandatory forms required with the proposal. **This is confirmed.**

73. 95–99, Appendix F, Exhibit A, Appendix F, Exhibit A includes sample deliverables with dates (for example, "through June 30, 2022"), compensation figures, and project-management and IV&V content. Please confirm that pages 95–99 are illustrative only and are not forms or deliverables that Offerors must complete or price as written. **This is confirmed.**

74. 71–99, Appendix F, Sample Contract, Please identify which bracketed choices, placeholders, sample dates, and optional provisions in Appendix F NMPED expects to apply to the resulting contract**. This shall be determined during the contract negotiations after award.**

75. 61, iv.F.2 Mandatory Requirements, Please confirm whether any separate subcontractor disclosure form, subcontracting plan, supplier-participation plan, or letter-of-commitment form is required beyond the forms and materials expressly identified in the RFP. **Mandatory Requirements identified in the RFP are the only required forms.**

76. 58-62, iv.E Proposal Format; iv.F Response Organization; iv.F.3 Supplemental Information, Please specify where proposed subcontractor information should appear and whether subcontractor documentation will count toward the 100-page proposal limit or may be included as supplemental information. **This will be determined by the Offeror.**

77. 59-60, iv.F.1.b Corporate Capacity; iv.F.1.c Personnel Capacity, When evaluating corporate and personnel capacity, will NMPED consider the relevant experience, qualifications, staffing capacity, and performance history of disclosed subcontractors in addition to those of the prime Offeror? **Yes**

78. 42 and 60, i.B Scope of Work › Meetings › Periodic management meetings; iv.F.1.b.iii Program Management and Governance, Offerors are directed to describe which staff, including subcontractor staff, will attend periodic management meetings. Please clarify whether Offerors must identify individual subcontractor personnel by meeting type or whether describing the anticipated roles and governance approach is sufficient. **Describing the key personnel roles and governance approach is sufficient.**

79. 60-61, iv.F.1.d Cost Proposal, Because the RFP requires per-student pricing (Components A, B, and C) and separate line items but provides no cost form, would NMPED consider issuing a standard cost proposal template to all Offerors by addendum to ensure consistent, comparable pricing? **No**

80. 39, i.B Scope of Work › Knowledge Checks › Alignment Expectations › Development Coordination with Marzano, For Knowledge Check item-review activities coordinated with Marzano Resources, should the Offeror include in Component B pricing all associated costs, including Marzano Resources participation, teacher-participant compensation, travel, facilities, scheduling, and any extension of existing workshop time, or will NMPED provide or fund any of these resources separately? **For cost on education participation, please see question 36. Offeror does not need to include cost for Marzano participation.**

81. 4–15, 25–27, and 59–60, iv.F.1.b.v New Mexico Fit and Partnership Capacity; CLR Requirements, Will NMPED view participation by New Mexico-based, Tribal, Pueblo, Nation, Native American-owned, Indigenous-led, minority-owned, women-owned, veteran-owned, or small-business organizations as part of the evaluation points for this RFP response? **Participation by New Mexico-based, Tribal, Pueblo, Nation, Native American-owned, Indigenous-led, minority-owned, women-owned, veteran-owned, or small-business organizations will not independently result in evaluation points unless provided for under the published RFP evaluation criteria or an applicable statutory preference. Any applicable statutory business preferences will be handled in accordance with New Mexico law and the requirements of this procurement.**

82. 4–15 and 59–60, iv.F.1.b.v New Mexico Fit and Partnership Capacity, Please identify which federal, state, Tribal, or other certification authorities NMPED will recognize when an Offeror describes participation by New Mexico-based, Native American-owned, Indigenous-led, minority-owned, women-owned, veteran-owned, or small-business organizations. **Any federal, state, Tribal or other certification authorities that operate in New Mexico would be appropriate.**

83. 51, 59–60, and 88, Subcontracting; iv.F.1.b Corporate Capacity, Will the successful Offeror be required to report subcontracting commitments, actual subcontractor expenditures, local or supplier-diversity participation, or changes in approved subcontractors after award? If so, please provide the categories, frequency, and reporting format. **Please see question 14.**

84. 57–58, New Mexico Preferences, If a New Mexico preference applies, is evaluation consideration limited to a qualified prime Offeror, or may the certification or participation of an eligible subcontractor affect the evaluation? **Limited to a qualified prime Offeror**

85. 57–58 and 61–62, New Mexico Preferences; iv.F.3 Supplemental Information, The RFP directs Offerors to include applicable preference certificates (page 57) but states that preferences "shall not apply if/because the expenditures for this RFP includes federal funds" (page 58). Please confirm whether federal funds are included in the expenditures for this RFP and, if not, whether resident business or resident veteran business certificates should be submitted with the Supplemental Information and will receive evaluation consideration.**Yes, a portion of the procurement may be funded with federal dollars. The New Mexico resident business preference is unavailable for this procurement, and the full requirements of 2 CFR 200 strictly apply to this RFP.**

86. 67, iv.F.2.c Appendix C — Conflict of Interest Form, Appendix C defines "Vendor" as the entity submitting the proposal. Please confirm that the Conflict of Interest Form is required only from the Offeror, or specify whether separate disclosures are required from proposed subcontractors or other organizations participating materially in the proposed solution. **Only from the Offeror.**

87. 56–57 and 69, iv.F.2.d Appendix D — Suspension Status Form, Please clarify whether Appendix D is required only from the Offeror or whether separate suspension or debarment certifications must also be provided for proposed subcontractors or their principals. **Only from the Offeror. As a note, if any subcontractors identified have a suspension status, their approval may be rejected by NMPED during the contract negotiation process after award.**

88. 16-18, i.B Scope of Work › NM-MSSA › GenAI › Other Risk Mitigation Strategies, Page 18 requires that any subcontractor or third-party service provider "involved in GenAI-related work" be contractually bound to the same data-use, security, and non-training restrictions as the Offeror, and page 16 states that machine learning, computational psychometrics, data science, and predictive AI tools are all within the scope of the GenAI requirements. Does the flow-down apply only to entities that directly develop, operate, or provide such components, or also to entities that provide supporting services but do not access NMPED data, secure assessment content, or GenAI inputs or outputs? **Only to the entities accessing NMPED data and secure assessment content.**

89. 88, Appendix F, Article 20, Article 20 requires subcontractor confidentiality language in a written form pre-approved by the Procuring Agency. Please clarify whether NMPED will provide a required form or clause and when approval of the subcontractor confidentiality language will occur. **This shall be determined during the contract negotiation after award.**

90. p. 8, 14, 24, Service Components with Sample Use Cases, CLR Assessment Framework: Development Goal Item Writer Qualifications and Training. Can NMPED provide the CLR framework, or a current draft, to Offerors at this time? If not, can NMPED share the framework's guiding principles, the research it draws on, and the expected approval date? **This framework is to be developed.**

91. 16–18, i.B Scope of Work › NM-MSSA › GenAI › Other Risk Mitigation Strategies, Page 18 requires that any subcontractor or third-party service provider "involved in GenAI-related work" be contractually bound to the same data-use, security, and non-training restrictions as the Offeror, and page 16 states that machine learning, computational psychometrics, data science, and predictive AI tools are all within the scope of the GenAI requirements. Does the flow-down apply only to entities that directly develop, operate, or provide such components, or also to entities that provide supporting services but do not access NMPED data, secure assessment content, or GenAI inputs or outputs? **See question 88.**

92. 16–17, i.B Scope of Work › NM-MSSA › GenAI › Model Development and Deployment Requirements, Page 16 requires Offerors to describe GenAI and related tools wherever they are used in the response, and page 17 requires an annually updated inventory of all GenAI components. At proposal submission, must an Offeror provide an inventory of proposed GenAI components, subcontractors, and third-party tools, or is the complete inventory required only after award and before approved operational use? **Offerors should provide known inventory in their proposals. Additional tools can be provided afterward, if acquired later.**

93. 17–18, i.B Scope of Work › NM-MSSA › GenAI › Model Development and Deployment Requirements. Please clarify whether the annual documentation, traceability, testing, monitoring, version-history, subgroup-fairness, and lifecycle-governance requirements apply separately to each GenAI component provided by a subcontractor or third party. **Yes, separately.**

94. 17–18,i.B Scope of Work › NM-MSSA › GenAI › Other Risk Mitigation Strategies. Please clarify whether NMPED will require a prescribed contractual flow-down provision, certification, or attestation from subcontractors and third-party providers involved in GenAI-related work**. See question 88.**

95. 17–18, i.B Scope of Work › NM-MSSA › GenAI › Professional Support. Please clarify the scope of NMPED's inspection, testing, and independent-evaluation rights for third-party GenAI components, including whether an Offeror may provide independent audit reports or equivalent evidence where direct access is restricted by third-party licensing or security requirements. **See question 88.**

96. 16–18 and 39, i.B Scope of Work › NM-MSSA › GenAI › Other Risk Mitigation Strategies; i.B Scope of Work › NM-MSSA › GenAI › Professional Support; i.B Scope of Work › Knowledge Checks › Use of Generative Artificial Intelligence. Page 39 permits streamlined human-in-the-loop review for Knowledge Checks but requires that GenAI use remain consistent with the broader safeguards and governance requirements. Please clarify whether any other requirements on pages 16–18 (annual component inventory, inspection rights, traceability, subgroup testing, third-party flow-downs) may be applied proportionately to Component B instructional, non-secure uses, or apply in full. **Requirements apply to all components.**

97. 17–18 and 36–37, i.B Scope of Work › NM-MSSA › GenAI › Other Risk Mitigation Strategies; i.B Scope of Work › Data Privacy and Security. Please identify any form, certification, security questionnaire, data-processing agreement, audit report, or other documentation that Offerors must provide for subcontractors or third-party service providers with access to student data, secure assessment content, or GenAI-related workflows. **This will be formalized during contracting, after award.**

98. 27–37, i.B Scope of Work › NM-MSSA › Test Administration › Administration Platform; i.B Scope of Work › NM-MSSA › Test Administration › Administration Platform › Technology Integration; i.B Scope of Work › Data Privacy and Security. For third-party providers that do not access student data or secure assessment content, please clarify whether a functional description and governance approach are sufficient in place of entity-level disclosure. **A functional description and governance approach are sufficient; see question 88.**

99. 27–37,i.B Scope of Work › NM-MSSA › Test Administration › Administration Platform › Test Security and Integrity; i.B Scope of Work › NM-MSSA › Test Administration › Administration Platform › Accessibility and Accommodations; i.B Scope of Work › Data Privacy and Security › Data Breach. Please identify the required security, accessibility, incident-response, and business-continuity evidence for a proposed third-party provider, including any required independent audit standard, certification, control framework, or supporting report**. The RFP does not prescribe a specific audit standard or certification. Third-party providers must meet the same requirements as the Offeror. Other than the timeframe of notification to NMPED, Offerors should provide their best plan should a data breach occur.**

100. 62, Administrative Requirements. Please clarify which post-award requirements apply only to the prime contractor and which apply separately to approved subcontractors, including insurance, New Mexico business registration, tax identification, W-9 documentation, background checks, and NMERB Return-to-Work approval. **Prime Contractor: insurance, New Mexico business registration, tax identification, W-9 documentation, and NMERB Return-to-Work approval (if applicable). Prime Contractor and subcontractor(s): background checks as applicable for individuals working with or around minors. This includes being present on an LEA campus, even if not directly working with minors.**

101. 62, Administrative Requirements. For personnel providing on-site services in New Mexico schools, please identify the required background-check standard, responsible reviewing entity, timing, acceptable recency, and whether fingerprint-based checks are required. **If applicable, background checks are required by local education agencies for all individuals with potential unsupervised access with students. These background checks may include fingerprinting.**

102. 42, 51, and 60, Appendix F, Articles 2, 7, 12, 20, 22, and 24. Please clarify which Appendix F obligations must be flowed down to subcontractors, including approval of key personnel changes, confidentiality, transition cooperation, records retention, audit access, data protection, and personnel replacement. **This shall be determined during the contracting negotiation process, after award(s).**

103. 7, Contract Length; Scope of Work. How many NMPED-owned items are available for transition to the new vendor, by grade and subject? **See question 54. These will be provided during contracting.**

104. p. 8, Service Components with Sample Use Cases. Can NMPED identify the partner organization developing the CLR framework? **Not at this time.**

105. p. 9, 27, Foundational Commitments Test Administration: Technology Integration. What will integration with ILIAD entail for the successful Offeror? For example, will it be scheduled data file delivery, API-based data exchange, near-real-time feeds, or a combination? Will ILIAD be operational for the first administration in spring 2028? **Offerors should propose their approach using industry standard APIs and interoperability frameworks such as Ed-Fi, and coordinate data specifications with NMPED as ILIAD evolves. The RFP does not state ILIAD's timeline.**

106. p. 27, 33, Test Administration: Technology Integration Reporting: NMPED Data Systems Integration. What data specifications apply to transmitting assessment data to ILIAD (for example, data model, Ed-Fi version, required data elements, file formats and refresh frequency)? If these are not final, when does NMPED expect to share them? **This is to be determined.**

107. p. 9, Foundational Commitments. How will assessment data be used within ILIAD, and by whom (for example, teachers, school and district leaders, NMPED)? Please also confirm whether ILIAD is a data environment, a reporting dashboard, or both. **Both.**

108. p. 27, 60-61, 86, Test Administration: Technology Integration Section iv.F.1.d: Cost Proposal Appendix F, Article 14: Change Management. Should Offerors price ILIAD integration and future API development as fixed deliverables? Or will they be scoped and priced through the Article 14 Change Request process as ILIAD develops? Please confirm whether the same approach applies to RFP 27007. **See question 105.**

109. pp. 60-61, Section iv.F.1.d: Cost Proposal. Should Offerors create their own cost proposal format for RFP 27007? **Yes**

110. pp. 23, 33, 61, Item Ownership Reporting: Individual Student Reports Section iv.F.1.d: Cost Proposal. May Offerors propose optional or complementary services beyond Components A–C? If so, does NMPED prefer that they be priced in the cost proposal as separate lines outside the base total, or described in the technical proposal with pricing to be negotiated? **NMPED prefers optional services to be priced in the cost proposal as separate lines outside the base total.**

111. p. 61, Section iv.F.1.d: Cost Proposal. Will priced optional services be considered in the cost evaluation? **See question 110.**

112. pp. 7, 22-23, Contract Length and Vendor Transition Item Ownership. Does NMPED currently own any ELA, mathematics or Spanish-language items, stimuli or scoring rubrics? If so, approximately how many, by grade, subject and item type, and with what metadata and item statistics? **See question 54. These will be provided during contracting.**

113. p. 7, 8, 32, Contract Length and Vendor Transition Service Components with Sample Use Cases Scale Maintenance and Equating. Does NMPED anticipate transferring NMPED-owned items to the successful Offeror for use on the first operational administration? If so, in what format (for example, QTI) and on what timeline during the transition year? **This can be negotiated after award during contracting.**

114. pp. 22-23, 40, Item Ownership Knowledge Checks: NMPED Review, Approval, and Ownership. Will NMPED consider an alternative to NMPED ownership of Knowledge Check items, such as a license to existing Offeror-owned content, delivered through the Offeror's platform, at an agreed rate during and after the contract? **See question 5.**

115. pp. 40, 70, Knowledge Checks: NMPED Review, Approval, and Ownership Appendix E: Response to NMPED Contract Terms and Conditions. If an Offeror's base proposal meets the ownership requirement on p. 40, would also offering a licensing option affect the proposal's responsiveness? **No, as long as the base proposal meets the identified requirements.**

116. pp. 83-84, Appendix F Sample Contract, Article 9: Intellectual Property Appendix F, Article 10: Intellectual Property License and Indemnification. Will final ownership and licensing terms for RFP 27007 also be set in contract negotiation? **Yes.**

117. Pp. 75-77, Appendix F Sample Contract, Article 2: Scope of Work. In order to keep costs low for the State, we presume the state's license to use any of Contractor's pre-existing test items, systems, or platforms would only be for the term of any resulting contract, and the State would not retain any rights to access, use, or modify pre-existing Contractor intellectual property following the expiration or termination of such contract. Please confirm this is correct. **No, Offerors must describe how NMPED can use licensed or proprietary items after the contract ends; refer to RFP page 17.**

118. Pp. 75-77, Appendix F Sample Contract, Article 2: Scope of Work. Software escrow is not a common practice in the delivery of student assessment programs and would result in higher prices to the state. This RFP is not requesting the development of custom software to be owned by the State. We presume that the references to Software Escrow throughout the Sample Contract are not relevant to any contracts resulting from this RFP where the Contractor is not providing custom software to the State. Please confirm this is correct. If this is not correct, please explain. **Correct.**

119. p. 4, A. PURPOSE OF THIS REQUEST FOR PROPOSALS. Are Spanish Language paper accommodations required in large print and braille? **These should be made available.**

120. Pp. 71-99, Appendix F Sample Contract. We understand that Appendix F is a Sample Contract. If the Contractor requests edits or changes to this sample contract, should those be provided with the proposal or will this be negotiated post-RFP award? **Yes, proposed changes to the contract must be provided for consideration of proposal review, along with Appendix E marked appropriately and signed. Final contract terms and conditions shall be finalized during the contracting phase after award(s).**

121. Pp. 75-77, Appendix F Sample Contract, Article 2: Scope of Work. Please confirm whether NMPED intends to apply a term-of-agreement license under Article 2.D, Choice #2, without the source-code escrow. If not, please confirm which choice NMPED intends to apply to the resulting contract. **Yes, without the source-code escrow.**

122. Pp. 75-77, Appendix F Sample Contract, Article 2: Scope of Work. Please confirm whether NMPED intends for Choice #4 under Article 2.E of the Sample Contract to apply to the resulting contract. If not, please confirm which choice NMPED intends to apply to the resulting contract under Article 2.E. **Yes, Choice 4.**

123. Pp. 75-77, Appendix F Sample Contract, Article 2: Scope of Work. Please confirm whether NMPED intends for Choice #2 under Article 2.F of the Sample Contract to apply to the resulting contract. If not, please confirm which choice NMPED intends to apply to the resulting contract under Article 2.F. **See question 121.**

124. Pp. 83-85, Appendix F Sample Contract, Article 9: Intellectual Property; Article 10: Intellectual Property License and Indemnification. We presume that ownership of any pre-existing Intellectual Property will remain with the Contractor. Please confirm if this is correct. **Correct.**

125. Pp. 83-85, Appendix F Sample Contract, Article 9: Intellectual Property; Article 10: Intellectual Property License and Indemnification. In order to keep costs down and proposals competitive, we presume that the ownership of any pre-existing test items used to deliver the assessment would be retained by the contractor and the Procuring Agency would not receive any ongoing rights to use or modify these items after the term of the contract. Please confirm this is correct. If not, please explain. **See question 10. Ownership remains with the contractor. Offerors should provide their best offer for post-contract access.**

126. Pp. 83-85, Appendix F Sample Contract, Article 9: Intellectual Property; Article 10: Intellectual Property License and Indemnification. Would the Procuring Agency consider alternative ownership models that give the State cost effective access to high quality assessments during the term of the contract? **Yes.**

127. Pp. 71-99, Appendix F Sample Contract.There are areas in the Sample Contract contained in Appendix F that are missing information, such as an Acceptance/Rejection Period and record retention length. Will those be proposed by NMPED during the contract negotiation stage following proposal submission? If so, will Contractor be given a meaningful opportunity to review and negotiate those terms at a later date? **This will be included in the contract negotiation/finalization process after award(s).**

128. Pp. 51-52, J. Disclosure of Proposal Content. Please clarify the process for designating information as proprietary or confidential under the RFP, including (1) how such information should be identified or marked in the unredacted proposal, and (2) whether the Offeror must provide an explanation or justification supporting each designation and, if so, the required format and location for that justification. **A complete, unredacted proposal is required for submission. Offerors may also submit a separately redacted version of their proposal by the established submission deadline. Under New Mexico law, an Offeror should determine what information to redact based on whether the information qualifies for protection under an applicable exception to the New Mexico Inspection of Public Records Act (IPRA), NMSA 1978, Sections 14-2-1 et seq. An Offeror should not assume that information is confidential simply because it is labeled "confidential," "proprietary," or "business sensitive." A justification is not required, but can be provided on the redacted proposal, but the format and location will be up to the offeror.**

129. Pp. 53-54, Q. Contract Terms and Conditions. Please clarify the process for including and/or suggesting any exceptions to the terms and conditions contained in Appendix F with alternate terms and conditions, including any required or accepted formatting, such as whether a redlined version of the full Appendix F should be provided or a separate document with a chart containing the proposed exceptions and accompanying purpose, impact, and alternate language is sufficient. Please clarify whether any such document containing proposed exceptions with alternate language should be submitted as part of the proposal or as a separate attachment. **Proposed changes to the contract must be provided for consideration of proposal review, along with Appendix E marked appropriately and signed. Final contract terms and conditions shall be finalized during the contracting phase after award(s). The format shall be determined by the offeror. Per the RFP, Offeror's Additional Terms and Conditions (Optional) may be submitted as Supplemental Information.**

130. Pp. 78, Appendix F Sample Contract, Article 3: Compensation. Please confirm whether any retainage will apply to an award under this RFP and, if so, the applicable percentage. If retainage will not be required, please confirm that the applicable provisions of Appendix F will not apply to the resulting contract and that the corresponding contract provision will be removed in the resulting contract. **Yes, the PED expects to require retainage. Specifics will be negotiated during contract negotiations after award.**

131. Pp. 78, Appendix F Sample Contract, Article 3: Compensation. Please confirm whether any performance bond will be required and, if so, the applicable amount or percentage. If a performance bond will not be required, please confirm that the applicable provisions of Appendix F will not apply to the resulting contract and that the corresponding contract provision will be removed in the resulting contract. **Yes, the PED expects to require a performance bond. Specifics will be negotiated during contract negotiations after award.**

132. Please confirm that supplemental information, such as alternate terms and conditions and designation of confidential information, will not count toward the page limit for proposals submitted in response to this RFP. **The 100-page limit applies to all of the Technical Proposal (a-d), including the Cost Proposal. Per the RFP, Supplemental Information may include: Mandatory Requirements, Offeror's Additional Terms and Conditions (Optional), Other supporting documentation to support the Technical Proposal, and New Mexico Preferences (as applicable).**

133. Pp. 67-68, Appendix C Conflict of Interest Form. With respect to the Conflict of Interest Form, please clarify how an Offeror is expected to determine whether any current NMPED employee or close relative was previously employed by the Offeror, given that an Offeror may not have visibility into all current NMPED employees and their close relatives. **Offerors are expected to disclose information to the best of their knowledge and based on information reasonably available to them.**

134. p. 28, Accessibility and Accommodations. Are any of the manuals, guides, directions required to be printed in Spanish. **The test administration manuals are not available in full Spanish translation; however, Spanish versions of the test administration scripts and several family guides are available.**

135. Page 54, Contract Terms and Conditions.

a. Cost Proposal Evaluation: Please clarify whether the cost proposal will be evaluated based on the initial one-year contract period only or the combined cost of the initial period and all multi-year renewal options. **The cost proposal will be evaluated based on the reasonableness, allowability, and overall justification of the proposed costs in relation to the full services, activities, and deliverables outlined in the offeror's proposal and the Scope of Work in the RFP.**

b. Contract Periods and Renewal Dates: Given that the initial 2026–27 contract period is a transition year, please confirm whether 2027–28, 2028–29, and 2029–30 are the full contract years. Please confirm whether the 2026–27 contract begins upon award and ends on June 30, 2027. Please clarify the start date of the first renewal for 2027–28, including whether the stated July 1, 2028 date is correct. Please provide the complete contract terms, including the start and end dates for the initial period and each renewal option. **The 2026-27 begins upon award and the end date shall be determined during the contracting negotiation process. All subsequent contracts start/end dates shall be determined during the future contracting negotiating process and no contract will exceed past December 16, 2030.**

136. With regard to Section C, *Sequence of Events*, on page 47 of the RFP, would R9 please consider granting a one-week extension of the proposal due date to Monday, December 7? **At this time no revision to the posted Sequence of Events is anticipated.**

137. Section IV.E, Proposal Format (p. 58); Section IV.F.2–3, Mandatory Requirements and Supplemental Information (p. 61). Are a cover page, table of contents, and all required proposal forms excluded from the 100-page limit? **The 100-page limit applies to all of the Technical Proposal (a-d), including the Cost Proposal. Per the RFP, Supplemental Information may include: Mandatory Requirements, Offeror's Additional Terms and Conditions (Optional), Other supporting documentation to support the Technical Proposal, and New Mexico Preferences (as applicable).**

138. Section IV.F.1.d, Cost Proposal (pp. 60–61). Will a uniform cost sheet be provided for all vendors to use? **No**

139. Section I.B, Scope of Work, Component A (p. 7). Please clarify the expected Spanish-language deliverables for the grades 3-8 summative Language Arts assessment, including whether offerors should propose Spanish accommodations/supports only or a fully transadapted LA assessment. If the requirement is to provide supports, could the

PED define the expectation of those supports? **Spanish must be a supported accommodation. Offerors are welcome to include a full transadapted form as a Spanish accommodation.**

140. Section I.B, Knowledge Checks and Predictive Interims, Overview (p. 37). Please clarify the expected Spanish-language deliverables for the interim assessments. Are these to mirror the summative deliverables? **Spanish must be a supported accommodation. Offerors should include available Spanish accommodation for interim assessments.**

141. Section I.B, Compliance with Laws and Policies, Yazzie/Martinez Ruling (pp. 10–12). RFP Sections addressing the Martinez-Yazzie Action Plan require the successful Offeror to provide technical documentation and evidence supporting the State's Martinez/Yazzie evidentiary record. Please clarify whether NMPED or another contracted partner is responsible for overall Martinez-Yazzie Action Plan monitoring, evaluation, and court-related reporting, and confirm that the successful Offeror's responsibility is limited to assessment-related evidence, analyses, documentation, stakeholder engagement, and data required under this RFP. Please also identify any existing or anticipated Martinez-Yazzie monitoring/evaluation contractor with whom the successful Offeror will be expected to coordinate. **Yes, NMPED is the responsible party for overall Martinez-Yazzie Action Plan monitoring, evaluation, and court-related reporting. No other evaluation party is assigned at this time.**

142. Section I.B, Scope of Work, Component C (p. 7). Will the State permit the use of off-grade items (i.e., items aligned to standards above or below the tested grade) in the interim assessments? If so, are there limits on their use (e.g., not counted toward on-grade scores, maximum proportion of the test)? **For the purposes of an adaptive test design, yes. Offerors should describe how off-grade items will be used and limited.**

143. Section I.B, Item Development, Cognitive Laboratories and Item Validation Studies (pp. 24–25). To support accurate scoping and pricing, please clarify NMPED's vision for these studies:

a. (a) Are they intended as a one-time study or as a recurring activity across the contract term?
b. (b) Should they include newly developed items only, existing operational items, or both?

c. (c) Are they expected to be conducted on a routine basis or triggered by specific events, such as the introduction of new item types, field-test results, or U.S. Department of Education peer review findings?

d. (d) Please provide the anticipated number of items, item sets, and/or item types to be included in validation studies each year. If this has not been determined, should offerors propose and price a recommended volume?

e. (e) Do these requirements apply to the NM-MSSA (ELA and mathematics, grades 3–8) only, or also to the Knowledge Checks and/or other assessments in this RFP?

f. (f) Does NM PED expect validation studies to begin in the first contract year, and in relation to which field-test or operational administration?

For sub-questions a-f, Offerors should propose the frequency, item selection, triggers, volume and start date, and price their recommendation. See question 37.

144. Section I.B, Knowledge Checks and Predictive Interims, Overview (p. 37) The RFP specifies the Knowledge Check items should align to NM priority standards. If that is correct, please respond to and clarify the following:

a. Are the priority standards those identified (red highlight) in the currently posted New Mexico Instructional Scope documents (https://web.ped.nm.gov/bureaus/curriculum-instruction/new-mexico-instructional-scope-nmis/)? If not, please provide a list or link to the priority standards. **Yes, the priority standards are in red highlight.**

b. Are Knowledge Check items desired only for the priority standards? Or is there a mix of standards that PED expects to address, and if yes, what are the expectations (e.g., modules are built to priority standards, but the broader pool would also contain items aligned to other standards as well)? **Offerors should propose their best advised approach.**

c. For language arts, some of the identified priority standards are for Speaking and Listening (SL) and for Writing (W). The current NM-MSSA test does not assess Speaking and Listening, and Writing is assessed by a writing prompt. Are Knowledge Check items to be written for Speaking and Listening, and if yes, what kind of item types does PED envision? Are Knowledge Check items to be written to Writing, and if yes, what kind of item types does PED envision? Are any Language standards supposed to be assessed in the Knowledge Checks? **Offerors should propose their best advised approach.**

145. Section I.B, Reporting, Public-facing Reports, Individual Student Reports (p. 33). For the paper-based Individual Student Reports (ISRs) pricing option, should offerors provide a total

statewide cost or a per-unit price? If a per-unit price is required, what estimated quantity should offerors use for pricing purposes? **A per-unit price is preferred based on enrollment.**

146. Section IV.F.1.d, Cost Proposal (pp. 60–61). Page 61, Response Organization, Cost Proposal states "Service components A, B and C are required. The Offeror must price each service component based on a per student cost." However, Page 23, Item Development, states "The cost proposal must price, as separate line items, the costs for the development of new items as well as the costs for the use of purchased and licensed items during the contract period separately from the costs for these different item types after the contract ends to allow NMPED to evaluate these costs independently." Should item development be included in the per student cost? **Yes**

147. Section IV.F.1.d, Cost Proposal (pp. 60–61). Can NM PED clarify the intended pricing basis for Component B—specifically, if a per-student price is expected and, if so, please confirm if the n-count should be all students. **Yes. NM PED requires a per-student price for Component B. Offerors should divide the total proposed cost for Component B by the eligible enrollment counts in Appendix G (see questions 18 and 27) and enter the resulting per-student price in the cost proposal. For example, if the total proposed cost for Component B is $50,000 and the student count is 50,000, the proposed price is $1.00 per student.**

148. iv.F.1.d. Cost Proposal, RFP page 60; EXHIBIT A – SCOPE OF WORK, II. The Deliverables, RFP page 95. Would NMPED please provide a standardized cost proposal template or pricing file to ensure that all offerors submit pricing in a consistent format? Section F.d. specifies the required cost information but does not prescribe a format, while Exhibit A, Section II includes a "Compensation" column. Please also clarify whether offerors should use that column to present pricing. **A cost proposal template will not be provided. This shall be up to the Offeror to determine.**

149. iv.C, Submission Format, RFP page 58. Section iv.C. Submission Format states that information for the technical proposal must be combined into a single pdf file/document for uploading. Is there a file size limit on the submission site? If so, can offerors submit multiple files if the single PDF file/document exceeds that limit? **There is not a file size limit. Offerors may not submit multiple files.**

150. iv.E. Proposal Format, RFP page 58. Section IV.E, Proposal Format (page 58), states that the proposal may be no longer than 100 single-spaced pages as a whole and that supplemental information may be appended. Please clarify whether the 100-page limit applies to the Technical Proposal (Sections 1.a–1.d), including the Cost Proposal, or whether the Cost Proposal (Section

1.d) is excluded from the page limit. Additionally, please confirm whether the Mandatory Requirements (Section 2, Appendices A–E) and the required professional reference letters under Section 1.b.i are excluded from the 100-page limit. **The 100-page limit applies to all of the Technical Proposal (a-d), including the Cost Proposal. Per the RFP, Supplemental Information may include: Mandatory Requirements, Offeror's Additional Terms and Conditions (Optional), Other supporting documentation to support the Technical Proposal, and New Mexico Preferences (as applicable).**

151. iv.E. Proposal Format, RFP page 58. Section iv.E, Proposal Format states that typeface must be easily readable such as Ariel, Courier, or Times Roman and type size must be 12-point. Does the font size limit include things like headings, captions, and table text? **Yes**

152. Scope of Work, RFP page 7. Please clarify whether offerors must submit a proposal covering all three components (A, B, and C), or may submit a proposal covering one or more individual components. **See question 23.**

153. Scope of Work, RFP p. 8. Will NMPED provide ownership and access to any existing CLR-aligned items or item development assets under the new contract, or will the awarded contractor be expected to develop a new item pool based on the CLR Assessment Framework being developed under the separate NMPED contract? If existing assets will be provided, please clarify ownership, availability, and transition expectations. **See question 34.**

154. Scope of Work, all components. Please confirm if Spanish language arts content for all components should be developed originally in Spanish, using authentic Spanish-language texts and aligned to the Spanish-language Common Core State Standards and New Mexico's supplemental Spanish language arts standards, rather than translated from English language arts content. **The current Spanish versions for language arts and math are transadapted from the English versions; see question 139.**

155. Scope of Work, Response Volume, RFP p. 4. The RFP states that, in Spring 2026, approximately 121,000 students statewide participated in the NM-MSSA language arts and mathematics assessments across grades 3-8. For the required per-student pricing of Components A, B, and C, should Offerors use 121,000 students for each component, or should Offerors use different participation rates or student counts for each component? If different assumptions should be used, please provide the applicable participation rate or student count for each component. **Offerors should use the enrollment counts for each Component; see question 56 if applicable.**

156. Scope of Work, Knowledge Checks, Timeline and Deployment, RFP p. 12. The Knowledge Checks for grades 6-8 are expected to be operational in school year 2027-28, after development starts in early 2027. Does NMPED expect the items to be field tested and calibrated prior to deployment, or is expert-reviewed, uncalibrated content acceptable for the initial deployment of this non-secure formative pool? **See question 52.**

157. Data Privacy and Security, FedRAMP standards, RFP p. 36. The RFP requires that student data held in cloud-based storage systems be maintained in accordance with general FedRAMP standards, when applicable. Will the State accept GovRAMP security standards as an equivalent means of satisfying this requirement? **The State will consider current GovRAMP Authorized status as evidence of compliance with this requirement. The Offeror must identify the cloud service and environment that will store student data, provide documentation of its GovRAMP authorization and impact level, and demonstrate that the authorized environment meets the applicable FedRAMP security controls. The State will determine whether the documentation satisfies the RFP requirement.**

158. Virtual school administration, RFP p. 29. The RFP requires support for virtual schools. How are these students tested today? Do these students need to test in-person at a school or district facility? Or, does PED allow for remote proctoring of NM-MSSA? If so, are there remote proctoring guidelines and security protocols available? **Currently, students who attend virtual schools are required to complete the summative assessment in-person at a location that is designated by the district or school. Remote testing is not allowable but PED is currently piloting the feasibility of remote proctoring.**

159. Virtual school administration, RFP p. 29. May students enrolled in a virtual charter school take NM-MSSA at testing locations operated by another LEA? If so, must the assessment platform support authorized test administrators from one LEA administering assessments to students enrolled in another LEA? **Yes, currently virtual schools may use other LEA facilities to administer the test with an in person proctor. This does not have to be a platform dependent configuration.**

160. Virtual school administration, RFP p. 29. When students take NM-MSSA at a location outside their enrolled school or LEA, how are assessment results attributed for reporting and accountability purposes? Must the assessment platform separately maintain the student's school of enrollment, physical testing location, and accountable school or LEA? **Testing outside the enrolled school or LEA does not automatically shift accountability to the testing site. Results are attributed under NMPED's enrollment and full-academic-year rules. The**

platform must support accurate school/LEA reporting and accountability attribution, but the published RFP does not explicitly require a separate physical testing location field.

161. Pg. 25, Item Review, Review Panel Composition. For any educator review panels, what stipend/honoraria amount per day has typically been paid to participants? **Currently, $150 is paid for completing training and independent review (completing feedback form) and $75 is paid for attending virtual committee discussion meetings for each grade. Typically, each committee spans 2 grades.**

162. Pg.28, Accessibility and Accommodations. Please provide any historical information on quantities of large print and Braille print editions by grade and content area. **The paper-based materials counts for Spring 2025 can be accessed here.**

163. Pg. 58, C. Submission Format. Please confirm that the one (1) file to be submitted for the proposal should also include any appendices with supporting documentation that the Offeror decides to include. **This is confirmed.**

164. Pg. 58, C. Submission Format. Is there a file-size limit that Offerors should be aware of? **No**

165. Pg. 58, E. Proposal Format. Does the 100 page limit include the Mandatory Requirements forms? **The 100-page limit applies to all of the Technical Proposal (a-d), including the Cost Proposal. Per the RFP, Supplemental Information may include: Mandatory Requirements, Offeror's Additional Terms and Conditions (Optional), Other supporting documentation to support the Technical Proposal, and New Mexico Preferences (as applicable).**