REGION 9 EDUCATION COOPERATIVE
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REQUEST FOR PROPOSALS (RFP)

Region 9 Education Cooperative

RFP 27007
Grades 3rd-8th New Mexico Measures of Student Success & Achievement

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i. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Region 9 Education Cooperative (REC 9), on behalf of the New Mexico Public Education Department, seeks proposals for development, administration, scoring, reporting, and support of New Mexico's grades 3–8 English language arts and mathematics assessments (NM-MSSA), including Spanish-language and paper-based accommodations; a classroom-based item bank (Knowledge Checks); and the application of a culturally and linguistically relevant (CLR) framework across all assessment components.

All information regarding this RFP can be found at https://www.rec9nm.org/rfps-bids under the Requests for Proposals section.

B. SCOPE OF WORK

Background Information:

Student Population

New Mexico serves a diverse student population, including a high proportion of Native American students, English Learners, students with disabilities, and students from economically disadvantaged backgrounds.

Specifically, the overall population of approximately 321,000 students includes a substantial proportion of Hispanic students (64%), English Learners (19%), Native American students (10%), students with disabilities (21%), and students from economically disadvantaged (51%) backgrounds, all of whom must be equitably served by the assessment system.

Successful proposals must reflect an understanding of this population and demonstrate how they will provide reliable, valid, and CLR framework-aligned assessments that are equally fair and accessible for all student groups and can support equitable system outcomes.

Response Volume

In Spring 2026, approximately 20,000 students per grade took the NM-MSSA in language arts and mathematics across grades 3-8, totaling approximately 121,000 students statewide. The vast majority of these students were assessed via computer-based administration and a small number (fewer than 0.2% of test takers in recent administrations) via paper-based accommodated forms. A detailed breakdown of the specific response volumes for these students for the English and Spanish accommodated forms are provided herein. student volume data from the Spring 2026 administration is provided in the *Procurement Library (Appendix G)*.

The proposed vendor solution has to be able to reliably accommodate the concurrent assessment administration for this volume of students without operational bottlenecks or errors that compromise the quality of the resulting scores.

Legal and Policy Context

The NM-MSSA and Knowledge Checks developed by the successful Offeror must comply with all applicable federal and state requirements, including:

- the Every Student Succeeds Act (ESSA) and its Title I assessment provisions;
- the Individuals with Disabilities Education Act (IDEA);
- the Family Educational Rights and Privacy Act (FERPA);
- the Children's Online Privacy Protection Act (COPPA);
- U.S. Department of Education Peer Review requirements for statewide assessments;
- New Mexico Statute 22-2C-4 governing academic assessments; and
- NMAC 6.29.1 and NMAC 6.10.7.

The selected vendor must also support NMPED in maintaining and updating the evidentiary record required for federal peer review, and must be prepared to respond to any changes in applicable law or regulation over the life of the contract.

Martinez-Yazzie Ruling

In Martinez-Yazzie v. State of New Mexico, the First Judicial District Court held that the State has not met its constitutional obligation to provide a sufficient and uniform system of education that prepares all students to be college and career ready, with particular concern for economically disadvantaged students, Native American students, English learners, and students with disabilities.
The Court found that New Mexico's low graduation rates, low proficiency rates in reading and mathematics, and high remediation rates in college reflect systemic failures, and that these failures are compounded by noncompliance with state and federal requirements for Native American and English learner students and by insufficient oversight to ensure students receive necessary programs and services.

The Court's orders make clear that access to effective programs and services—including high-quality PreK, extended learning time, dual language programs, culturally and linguistically relevant education, small class sizes, social services, and robust support for educator recruitment, retention, and training—is integral to the State's constitutional duty and cannot be denied on the basis of funding limitations. Within this context, statewide assessments are not stand-alone instruments; they are a core component of the State's strategy to monitor and improve whether students are on track for college and career readiness, especially for the student groups named in the lawsuit.

In response to a recent Court order, NMPED has developed the *Martinez-Yazzie Action Plan*,which is a sequenced, multi-year remedial plan that centers four critical needs: equitable access to high-quality

instruction, equitable access to high-quality educators, equitable access to academic and social-emotional/behavioral services, and effective funding, support, and accountability for continuous improvement. The plan sets explicit outcome goals (e.g., increased proficiency rates and graduation rates and reduced achievement gaps, chronic absenteeism, and disparities in sense of belonging) for students with disabilities, English learners, Native American students, and economically disadvantaged students, and positions the assessment system as a key mechanism for monitoring these outcomes and informing intervention.

Therefore, the NM-MSSA and Knowledge Checks to be developed under this contract must be designed and documented to help the State:

- demonstrate progress in addressing Court findings for specifically identified student subgroups; and
- operationalize key Action Plan commitments, particularly those under Goal 1.1 related to culturally and linguistically responsive education and access to high-quality, CLR framework-aligned assessments.

Offerors should assume that test design decisions, standard setting, reporting, accommodations, and validation activities will be scrutinized both through federal peer review and in relation to the State's ongoing obligations under Martinez-Yazzie.

Accordingly, the successful Offeror will be expected to:

- Design and implement assessments that reliably and validly measure progress toward college- and career-readiness standards for all student groups, with particular attention to Native American students, English learners, students with disabilities, and economically disadvantaged students.
- Integrate CLR content in alignment with NMPED frameworks and definitions, including the development and evaluation of items that reflect the lived experiences, languages, and cultural contexts of New Mexico students while maintaining rigorous psychometric and fairness standards.
- Provide technical documentation and evidence that support both federal peer review requirements and the State's Martinez/Yazzie evidentiary record, including documentation of item development processes, bias and sensitivity review, accessibility and accommodations policies, field-testing, scaling, equating, validity and reliability studies, and impact analyses disaggregated for the student groups named in the lawsuit.
- Collaborate with NMPED in stakeholder engagement activities (e.g., involving educators, tribal partners, and communities in item and test development processes and the development of interpretive guidance) to ensure that assessment results are both technically defensible and instructionally interpretable within a CLR system.

The successful Offeror's work must therefore be conceived and executed not only as a large-scale assessment program, but as a central lever in the State's court-ordered remedies and as a key source of evidence that New Mexico is meeting its constitutional and statutory obligations to the students most directly addressed in the Martinez-Yazzie rulings.

For more information on the action plan see
https://web.ped.nm.gov/wp-content/uploads/2025/11/NM-Martinez-Yazzie-Action-Plan_11.3.25.pdf

Scope of Work:

The purpose of the *request for proposals* (RFP) is to solicit proposals for the procurement of the following services for New Mexico's Public Department of Education (NMPED):

- Support for, and application of, a *culturally and linguistically relevant* (CLR) framework, which will be developed by another NMPED partner organization to support educational practices in New Mexico. The Offeror will be expected to apply the CLR framework to all assessment processes described in this RFP.
- Component A: Development, administration, scoring and reporting of CLR framework-aligned state summative assessments for grades 3-8 for English language arts and mathematics with appropriate Spanish language and paper-based accommodated forms; these are referred to as the New Mexico Measures of Student Success and Achievement (NM-MSSA) in this RFP
- Component B: Development of a CLR framework-aligned item bank that teachers can use within their local curricula to select individual items or pre-configured modules for grades 3-8 for English language arts and mathematics; these are referred to as Knowledge Checks in this RFP.
- Component C: Predictive CLR interim assessments in language arts and mathematics for grades 3–8 or grades 3 through high school, with up to three administrations per year (fall, winter, and spring). Unless otherwise directed by NMPED, districts and state charters may elect to administer only the fall and winter interim assessments and forego the spring administration given the nearness of the spring statewide summative assessment administration window. The spring interim assessment shall remain available as an optional administration for districts and state charters that choose to utilize it.
- Ongoing support services for NMPED, teachers, district leaders, school leaders, families, and community members for the administration, interpretation, and use of the NM-MSSA and Knowledge Checks.

Contract Length and Vendor Transition

The contract with the successful Offeror resulting from this RFP will be for four (4) years in total. Beginning in the 2026-27 school year, with up to three (3) optional one-year (1-year) renewal periods. The current vendor's contract will remain in effect through the summative spring 2027 to include administration and reporting of the NM-MSSA. The current vendor's final administration of the NM - MSSA will be in Spring 2027.

The overlap in contracts is intentional. During the 2026-2027 school year, the successful Offeror will engage in active transition planning with New Mexico's current assessment vendor. The current vendor will share item parameters, scoring tables, technical documentation, and other materials necessary to support scale continuity and a smooth operational handoff, which the new Offeror is supposed to verify for accuracy, completeness, and usability before the end of the 2026-27 school year.

Table: Service Components with Sample Use Cases

Service Component	Use Cases
Component A Grades 3-8 NM-MSSA	• Principals review spring NM-MSSA results by student subgroups on NMVistas to identify which student populations are furthest from proficiency, then use that information to prioritize instructional supports the following school year. • NMPED uses NM-MSSA results to make school identification decisions under ESSA Title I accountability requirements and to allocate targeted improvement supports. • District assessment coordinators use longitudinal NM-MSSA scale scores to track student cohort growth over time and evaluate whether district-level instructional interventions are producing measurable gains.
Component B Grades 3-8 Knowledge Checks	• Classroom teachers administer a Knowledge Check mid-unit to gauge whether students are on track toward the proficiency level expected on the NM-MSSA on select standards and adjust future lessons based on the results. • Instructional coaches use Knowledge Checks across classrooms to identify where teachers may need support in delivering standards-aligned instruction aligned to proficiency expectations.
Component C Grades 3-8 Predictive Interims	• District and school leaders review fall and winter predictive interim results to identify students who may not be on track for proficiency on the spring NM-MSSA, then target instructional support. • Teachers compare results across the fall, winter and spring administrations to monitor progress and adjust instruction and intervention groups.

The CLR framework is being developed by a partner organization under a separate contract with NMPED. The successful Offeror will apply the framework to both the NM-MSSA and the Knowledge Checks. For example, the Offeror will use it to guide item and stimulus development before items enter review. New Mexico educators on item review panels will use it as a shared reference for judging whether items reflect the cultural and linguistic experiences of New Mexico students. Details are in the CLR Assessment Framework section.

Upon award, the successful Offeror is expected to support and coordinate with NMPED and the organization tasked with developing the CLR framework so that CLR framework-aligned item development for the NM-MSSA and the Knowledge Checks can begin during the second half of the 2026-27 school year. The first operational administration of all assessments under the new contract is targeted for spring 2028.

Foundational Commitments

NMPED's vision for this procurement is organized around three core commitments that should be evident throughout an Offeror's proposal.

- **Equity and cultural responsiveness**: every component of the system must be designed and accompanied by implementation guidance to maximize valid, fair, and equitable system

outcomes for all students, with particular attention to CLR framework-aligned assessment development practices required under the Martinez/Yazzie Action Plan.

- **Technical rigor and scale continuity**: the NM-MSSA must meet the highest standards of reliability, validity, and comparability based on a technically sound approach to assessment development that allows NMPED to maintain the existing score scale after the transition from the current vendor to the successful Offeror.

- **Innovation and actionability**: NMPED seeks a vendor that is committed to continuous improvement and innovation. This may include the effective and policy-compliant use of continually evolving technologies such as *generative artificial intelligence* (GenAI) across item development, scoring, reporting, and support services; establishment of edata-interoperability approaches (e.g., Ed-Fi); and the API development plan required for integration with NMPED's systems and the ILIAD environment (NMPED's Integrated Learning, Instruction, Assessment, and Decision Making) as it evolves. Whenever such technologies are used, this should be done in ways that enhance the quality, efficiency, and utility of results for all key stakeholder groups. Moreover, the Offeror must describe all relevant details to allow NMPED to properly assess benefits and risks of this use.

ILIAD is NMPED's statewide data environment. It brings together assessment results and other student data to inform instruction and intervention. Data from the NM-MSSA, Knowledge Checks, and predictive interims will feed into ILIAD. Interoperability with ILIAD is therefore a priority throughout this RFP.

Assessment Design Resources

The current test blueprints, test specifications, *performance level descriptors* (PLDs), and related technical materials for the NM-MSSA are available on the NMPED Assessment Bureau and Cognia New Mexico program sites. The primary landing page for NM-MSSA resources is **https://web.ped.nm.gov/bureaus/assessment/mssa-resources/**.

Blueprints

From this page, vendors can access the most recent NM-MSSA language arts and mathematics test blueprints and specifications.

NM-MSSA language arts test blueprint:
https://newmexico.onlinehelp.cognia.org/wp-content/uploads/sites/10/2025/02/2025-NM-MSSA-ELA-SLA-Blueprint-Revised-January2025_to_post-HS_1.30.25.pdf

NM-MSSA mathematics test blueprint:
https://newmexico.onlinehelp.cognia.org/wp-content/uploads/sites/10/2024/12/NM-MSSA-MATH-Blueprint-Revised-2024_December_to_post_to_HSPage_Final.pdf

PLDs

State-adopted NM-MSSA PLDs are available via the same NMPED resource page.

Language arts PLDs:
https://web.ped.nm.gov/wp-content/uploads/2025/01/NM_2021_PLD_ELA_FINAL-1.pdf
Mathematics PLDs:
https://web.ped.nm.gov/wp-content/uploads/2025/01/NM_2021_PLD_Math_ADA_Final.pdf.

State Standards

NM-MSSA assessments are aligned to the New Mexico-adopted Common Core State Standards for language arts and mathematics and can be found on the New Mexico adopted content standards page: **https://web.ped.nm.gov/bureaus/instructional-materials/new-mexico-adopted-content-standards/**.

Compliance with Laws and Policies

Federal and State Laws

The NM-MSSA and Knowledge Checks developed by the successful Offeror must comply with all applicable federal and state requirements, including:

- the Every Student Succeeds Act (ESSA) and its Title I assessment provisions;
- the Individuals with Disabilities Education Act (IDEA);
- the Family Educational Rights and Privacy Act (FERPA);
- the Children's Online Privacy Protection Act (COPPA);
- U.S. Department of Education Peer Review requirements for statewide assessments;
- New Mexico Statute 22-2C-4 governing academic assessments; and
- New Mexico Administrative Code (NMAC) 6.29.1 and NMAC 6.10.7.

The selected vendor must also support NMPED in maintaining and updating the evidentiary record required for federal peer review, and must be prepared to respond to any changes in applicable law or regulation over the life of the contract.

Yazzie/Martinez Ruling

In Martinez-Yazzie v. State of New Mexico, the First Judicial District Court held that the State has not met its constitutional obligation to provide a sufficient and uniform system of education that prepares all students to be college and career ready, with particular concern for economically disadvantaged students, Native American students, English learners, and students with disabilities.

The Court found that New Mexico's low graduation rates, low proficiency rates in reading and mathematics, and high remediation rates in college reflect systemic failures, and that these failures are compounded by noncompliance with state and federal requirements for Native American and English learner students and by insufficient oversight to ensure students receive necessary programs and services.

The Court's orders make clear that access to effective programs and services—including high-quality PreK, extended learning time, dual language programs, culturally and linguistically relevant education, small class sizes, social services, and robust support for educator recruitment, retention, and training—is integral to the State's constitutional duty and cannot be denied on the basis of funding limitations. Within this context, statewide assessments are not stand-alone instruments; they are a core component of the State's strategy to monitor and improve whether all

students are on track for college and career readiness, including the student groups named in the lawsuit.

In response to a recent Court order, NMPED has developed the *Martinez-Yazzie Action Plan*,which is a sequenced, multi-year remedial plan that centers four critical needs: equitable access to high-quality instruction, equitable access to high-quality educators, equitable access to academic and social-emotional/behavioral services, and effective funding, support, and accountability for continuous improvement. The plan sets explicit outcome goals (e.g., increased proficiency rates and graduation rates and reduced achievement gaps, chronic absenteeism, and disparities in sense of belonging) for students with disabilities, English learners, Native American students, and economically disadvantaged students, and positions the assessment system as a key mechanism for monitoring these outcomes and informing intervention.

Therefore, the NM-MSSA, Knowledge Checks and other assessments (e.g., predictive interims) to be developed under this contract must be designed and documented to help the State:

- demonstrate progress in addressing Court findings for specifically identified student subgroups; and
- operationalize key Action Plan commitments, particularly those under Goal 1.1 related to culturally and linguistically responsive education and access to high-quality, CLR framework-aligned assessments.

Offerors should assume that test design decisions, standard setting, reporting, accommodations, and validation activities will be scrutinized both through federal peer review and in relation to the State's ongoing obligations under Martinez-Yazzie.

Accordingly, the successful Offeror will be expected to:

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- Integrate CLR content in alignment with NMPED frameworks and definitions, including the development and evaluation of items that reflect the lived experiences, languages, and cultural contexts of New Mexico students while maintaining rigorous psychometric and fairness standards.
- Provide technical documentation and evidence that support both federal peer review requirements and the State's Martinez/Yazzie evidentiary record, including documentation of item development processes, bias and sensitivity review, accessibility and accommodations policies, field-testing, scaling, equating, validity and reliability studies, and impact analyses disaggregated for the student groups named in the lawsuit.
- Collaborate with NMPED in stakeholder engagement activities (e.g., involving educators, tribal partners, and communities in item and test development processes and the development of interpretive guidance) to ensure that assessment results are both technically defensible and instructionally interpretable within a CLR system.

The successful Offeror's work must therefore be conceived and executed not only as a large-scale assessment program, but as a central lever in the State's court-ordered remedies and as a key

source of evidence that New Mexico is meeting its constitutional and statutory obligations to the students most directly addressed in the Martinez-Yazzie rulings.

For more information on the action plan see **https://web.ped.nm.gov/wp-content/uploads/2025/11/NM-Martinez-Yazzie-Action-Plan_11.3.25.pdf**

Development, Administration, Scoring, and Reporting of the NM-MSSA

Compact Overview

This section provides a brief overview of the critical elements of the NM-MSSA. In simple terms the Offeror is asked to develop, administer, score, and report results of the NM-MSSA summative assessment for language arts and mathematics in grades 3-8.

NMPED does not prescribe a specific testing approach for the NM-MSSA. Offerors may propose a linear/fixed-form, multistage adaptive, or item-level adaptive design. Importantly, the proposed approach must be consistent with the requirement to maintain the existing NM-MSSA score scale and meet all critical technical quality requirements in line with professional standards in the field and federal peer review.

The final administration supported by NMPED's current NM-MSSA contract will be in Spring 2027. The awarded vendor's first administration of the NM-MSSA will be in Spring 2028.

Overarching Considerations

This section describes several different technical quality considerations that cut across different phases of the assessment development, implementation, and maintenance process.

Transition Planning

The selected Offeror must engage in active transition planning with NMPED and the current assessment vendor beginning at contract execution. At a minimum, transition planning activities must include:

- Collaboration with an external organization and NMPED to develop and finalize a culturally and linguistically responsive (CLR) assessment Framework, with NMPED approval of the framework targeted no later than spring 2027 to support the timely initiation of item writing under the new contract;
- Review and documentation of item parameters, scoring tables, equating constants, and technical manuals from the current assessment vendor, to support the Offeror's ability to replicate scores from prior years and psychometrically maintain the score scale across future administrations
- Identification and documentation of any gaps in materials received from the current assessment vendor that may affect scale continuity, along with proposed solutions for closing those gaps;

- Development of a technically sound plan for linking new assessment forms to the existing NM-MSSA scale, with options presented for NMPED's review and approval prior to implementation;
- Participation in transition meetings with NMPED and, as applicable, the current assessment vendor, on a schedule to be established at contract execution;
- Delivery of a written transition plan to NMPED within 90 days of contract execution, outlining the Offeror's approach to each of the above activities and identifying key milestones, risks, and NMPED review and approval deadlines;
- Demonstration, prior to the first operational administration, that the Offeror can replicate exactly (or closely approximate within tolerance thresholds accepted in the professional literature) results from previous NM-MSSA administrations using the item parameters, scoring tables, and equating constants received from the current assessment vendor, with findings documented and submitted to NMPED for review; and
- Presentation of strategic plans, psychometric methods, and empirical outcomes to PED technical advisors. The Offeror must make appropriate staff available for NM TAC meetings, which include at least one 2-day in-person meetings in Albuquerque or Santa Fe, and up to five 3-hour webinars per year.

Technical Quality Standards

The work proposed by the Offeror needs to meet the highest standards of technical quality as articulated in core documents in our field. The primary guiding document is the Standards for Educational and Psychological Testing (AERA, APA, & NCME, 2014); the current version is available at **https://www.testingstandards.net/**.

However, rather than relying exclusively on the 2014 version, the Offeror is expected to obtain publicly pre-released versions of the revised standards that are currently in development to prepare for the refinement of their operational practices as needed (e.g., through accessing chapter drafts that are made available for public commenting before official publication).

The new standards are currently targeted for release in 2028 and the Offeror is expected to adhere to the new version upon its release. This will require adaptations and expansions of internal practices, including the properly vetted use of modern computational tools as described in the next section.

Moreover, there are other technical standards that are relevant for this work that provide important guidance that the Offeror is expected to adopt whenever appropriate. For example, various International Test Commission (ITC) Guidelines provide relevant guidance to modern assessment processes and are updated more frequently than the main Standards. These guidelines are available at **https://www.intestcom.org/page/28**.

The Buros Center for Testing maintains a curated list of professional standards, codes, and guidelines relevant to testing and assessment, which includes multiple documents beyond the standards and guidelines above (e.g., codes from professional associations, guidelines for test use, fairness, documentation). This list can be found at **https://buros.org/standards-codes-guidelines/**.

Beyond adherence to the Standards, which historically have informed federal peer review guidelines, NMPED does not prescribe which other documents the Offeror may use to implement best practices. The Offeror may leverage internally-developed guidelines as well, which may represent meaningful adaptations of broader professional guidelines that match the Offeror's operations best. Most importantly, the Offeror should articulate clearly in which ways certain standards and guidelines are used to influence design, implementation, and evaluation of the NM-MSSA for operational purposes.

CLR Assessment Framework

The literature differentiates between culturally sensitive, relevant, responsive, and sustaining work (for a brief overview see, e.g., **https://www.nciea.org/blog/culturally-sensitive-relevant-responsive-and-sustaining-assessment/**). In this proposal we use predominantly the term "relevant" as it is the implementation state that is most likely attainable through the NM-MSSA itself.

Development Goal

A critical part of this work is the development of a CLR-aligned educational framework to advance NMPED's vision toward a more fully culturally responsive and sustaining ecosystem of assessments and educational practices.

Specifically, this entails connecting and integrating CLR-aligned summative assessments, CLR-aligned Knowledge Checks, CLR-aligned formative classroom assessment practices, and CLR-aligned *high-quality instructional materials* (HQIMs) into a coherent system of educational practice in NM classrooms.

The framework development work is being led by a partner organization that has a separate contract with NMPED, which will provide a final report with a framework and associated recommendation for how this framework can be applied by NMPED for different areas of their work, including assessment. NMPED will approve this framework for further use before the Offeror for this RFP can adapt it for their own needs.

Specifically, the responsibility of the Offeror for this RFP is to translate the CLR framework into a specific assessment development process with associated tools and best practices that can be used to develop, implement, and evaluate the NM-MSSA (and the Knowledge Checks, described in a separate section.) The Offeror may also be asked to provide input during the framework development process, as determined by NMPED.

A core function of this framework is to ensure that items on the NM-MSSA are culturally and linguistically sensitive for New Mexico students and subgroups. For example, the CLR framework must incorporate NMPED's "avoid topics" list. However, beyond item development, the principles and practices of this framework should permeate all aspects of the assessment development, implementation, and evaluation process to support comprehensive validation of assessment score interpretation and uses by key constituent groups from a CLR perspective.

Examples for Constituents' Engagement for CLR Practices

NMPED expects the Offeror to engage constituents representing student communities most directly affected in the development, implementation, and evaluation of the NM-MSSA whenever possible. These groups include, but are not necessarily limited to, Native American students, Hispanic and Latino students, English Learners, students with disabilities, and economically disadvantaged students.

For example, this involvement can include activities such as:

i. Establishing standing assessment advisory groups that include representatives from communities described above (e.g., Pueblos, Tribes, Nations, Hispanic and Latino community organizations, EL advocacy groups, and professionals serving special education and economically disadvantaged students) that meet regularly with the Offeror and NMPED to provide input on construct definitions, blueprints, item specifications, and reporting priorities.

ii. Including content experts, language and culture bearers, and scholars representing diverse student communities as full members of item-writing, review, and bias/fairness committees, with structured roles in cultural and linguistic responsiveness review, contextual appropriateness checks, and identification of locally relevant content opportunities.

iii. Conducting item validation activities, such as cognitive labs or focus groups, with students and educators from the populations above to evaluate how items function across cultural, linguistic, and ability contexts, and to identify sources of construct-irrelevant variance that can be reduced through item revision.

iv. Engaging community constituents in interpretation and use of results, for example by co-developing reporting materials and data-inquiry protocols that foreground educational goals of New Mexico's diverse communities and guard against deficit-based interpretations of student performance and systemic inequities that can be traced back to improper assessment design or use.

v. Documenting how input from these engagement activities shape the assessment development process and reporting back so that constituent groups can see the impact of their contributions.

The Offeror is welcome to propose other mechanisms by which the voice of these constituent groups can be included meaningfully in the development, implementation, and evaluation processes for the NM-MSSA to honor the foundational principles and practices of the CLR framework.

As part of the response, the Offeror must describe available in-house expertise around CLR assessment practices, provide a few examples of key practices that they have adapted in recent years to make their assessment work more strongly grounded in CLR principles and practices, and their experience partnering with other organizations to advance this work to shore up necessary expertise when needed.

In short, the Offeror must demonstrate an authentic, comprehensive, and integrated commitment to CLR assessment practices for the benefit of the NM-MSSA, NMPED, and the broader population in NM affected by educational assessment practices.

Generative Artificial Intelligence (GenAI)

When responding throughout this RFP, the Offeror must describe how tools from GenAI, along with other modern computational tools from machine learning, computational psychometrics, data science, and predictive artificial intelligence (AI), are leveraged across development, administration, scoring, reporting, and support, whenever such tools are used.

Because the field is advancing rapidly, the Offeror must describe how it stays current with developments in the field and how it evaluates whether new methods are appropriate for use under this contract. The Offeror must inform NMPED of developments that are material to the services under this contract, along with any resulting recommendations. The Offeror must describe how its GenAI applications perform equitably across the cultural, linguistic, and dialectal diversity of New Mexico's students. Where GenAI supports speech recognition, automated scoring of oral responses, or oral reading fluency measurement, the Offeror must provide evidence that its models accurately recognize and score student speech across regional accents, dialects, and the speech patterns of English Learners, Spanish-speaking students, and Native American students, and must report model performance disaggregated by these groups. Where evidence indicates differential performance across groups, the Offeror must describe its remediation plan and the human-oversight safeguards applied until the disparity is resolved.

The following subsections describe example uses and representative safeguards NMPED expects. The term GenAI is used throughout but all such computational tools are included in the scope of requirements.

Potential Uses of GenAI

NMPED does not expect immediate use of GenAI across all phases. However, NMPED expects the Offeror to propose new applications of GenAI as the field develops. Each proposal must be supported by evidence of the method's technical quality. Any operational use requires NMPED approval and discussion with NMPED's technical advisors. For example, the Offeror might use GenAI to support:

- Stimulus sourcing and development, including drafting or adapting passages, graphics, and scenarios, with readability analysis, content-alignment checks, and preliminary culturally-relevant screening prior to human review;
- Item and task generation, including draft items, variants, distractors, scoring rubrics, and technology-enhanced interactions from human-designed templates, with systematic tagging for psychometric review and field testing;
- Automated quality checks and triage, such as flagging potential item flaws, accessibility issues, bias indicators, or misalignment, and prioritizing content for committee review;

- Computational psychometrics and model exploration, including simulation studies, sensitivity analyses, anomaly detection, or exploratory item-selection strategies; and
- Drafting technical and interpretive materials (e.g., report sections, item rationales, exemplar responses, educator-facing narratives and FAQs) for subsequent human editing and approval.

For any use of GenAI that affects the operational production of *scores-of-record* (SOR) and associated interpretation and decision-making, the Offeror must describe the critical safeguards in place (see, e.g., https://www.nciea.org/library/artificial-intelligence-and-state-assessment-contracts/). These safeguards generally focus on: transparency and explainability; model testing, evaluation, and monitoring (including bias and fairness investigations); human oversight; privacy and security; and system maintenance and governance.

Human Oversight

Human oversight (also known as *human-in-the-loop* (HITL) workflows) concerns how human *subject-matter experts* (SMEs) are included during model development, performance reviews, and operational deployment. Whenever GenAI models are used, the Offeror should describe, at a minimum: how SMEs are embedded in end-to-end workflows and their decision rights; activation triggers and boundaries for SME involvement; the quantitative and qualitative metrics used to monitor GenAI and SME performance; and documented procedures for reconciling disagreements between GenAI outputs and SME judgments and for refining future GenAI behavior.

Model Development and Deployment Requirements

NMPED expects annual, comprehensive documentation of all key facets of the Offeror's GenAI work, including: a complete, annually updated inventory of all GenAI components; a comprehensive empirical testing, evaluation, and monitoring plan for all lifecycle phases in which GenAI is used; traceability of GenAI-assisted outputs back to human-approved sources, prompts, and decision rules; and lifecycle governance procedures, including version histories, rationale for changes, validation evidence, and impact analyses on comparability and subgroup fairness.

Other Risk Mitigation Strategies

NMPED expected the Offeror to put in place additional risk mitigation strategies that include, but are not limited to:

- Establishing and maintaining a general GenAI risk-management plan that identifies key risks, safeguards, monitoring procedures, incident-response processes, and decommissioning/rollback procedures for all material GenAI components.
- Implementing security-by-design and privacy-by-design practices for any GenAI workflows, including prohibitions on transmitting student data or secure content to unapproved public GenAI services, and requiring that all training, fine-tuning, and inference occur in secure, access-controlled environments.

- Ensuring that any subcontractor or third-party service provider involved in GenAI-related work is contractually bound to the same data-use, security, and non-training restrictions that apply to the Offeror under this Section, and that the Offeror remains responsible for such parties' compliance.
- Maintaining GenAI-specific incident-response procedures (detection, escalation, remediation, communication) for events such as scoring anomalies, hallucinated or misleading reporting content, problematic security flags, or regressions introduced by model updates.
- Periodically reviewing and aligning GenAI practices with updated versions of the Standards for Educational and Psychological Testing, Association of Test Publishers and ITC guidelines, and emerging GenAI risk-management frameworks, such as the National Institute of Standards and Technology (NIST), AI Risk Management Framework (AI RMF), and documenting how such developments are reflected in the Offeror's systems and processes.
- Other strategies not listed here may be proposed by the Offeror.

Importantly, NMPED expects the Offeror to affirm that NMPED retains ownership and control of all assessment data and secure content and that the LEAs retains ownership and control of all assessment data of their respective students. The Offeror must describe how NMPED data are used to train or improve any GenAI model or product. NMPED's prior written approval is required before the Offeror puts NMPED data to any new use, materially changes its data-development or data-privacy practices or transfers NMPED data to a third party. Student data arising from services under the resulting agreement may not be sold or licensed to a third party for any purpose without expressed consent from parents of each individual student or the adult student themselves.

Professional Support

To help NMPED and its technical advisors make informed decisions, the Offeror must support NMPED staff in understanding the functioning and downstream implications of GenAI use.

This includes technical documentation within a secure digital environment and either providing, or supporting NMPED in developing, plain-language communications for constituents on how GenAI tools are used, the associated benefits and risks, and the impact on score interpretations.

Upon reasonable notice, NMPED and its technical advisors retain the right to request direct inspection, testing, or independent evaluation of any GenAI component used in assessment-related processes, in addition to the documentation described above.

Assessment Design Guardrails

This section describes key high-level structural guardrails for the assessment design overall while the subsequent section describes all critical phases for the development of the item pool and the section after that focuses on all critical phases of the test administration.

NMPED reserves the right to require approval of all test development, administration, and reporting components and to observe critical phases of work that involve NM constituents (e.g., item writer training sessions, item review panels, cognitive laboratories).

Content Standards Coverage, Cognitive Complexity, and Alignment

The NM-MSSA must be aligned to New Mexico's academic content standards in language arts and mathematics; these are available at **https://web.ped.nm.gov/bureaus/instructional-materials/new-mexico-adopted-content-standards/**.

The Offeror must describe how the proposed assessment design is grounded in, and faithful to, the full depth and breadth of the state's content standards, including both content and cognitive complexity dimensions.

The current vendor utilizes the *Depth of Knowledge* (DOK) framework for cognitive complexity but the successful Offeror is welcome to propose more differentiated complexity frameworks, as long as items are properly aligned to them before first operational administration. However, the use of the specific cognitive complexity framework needs to be approved by NMPED.

The Offeror must conduct an alignment study via an independent organization if material changes to the assessment blueprint or cognitive complexity framework are proposed at any point during the contract. In such a case, the Offeror must describe the proposed methodology, timeline, and personnel responsible for conducting the study.

The Offeror must identify the proposed organization responsible for conducting the independent alignment study and include a letter of commitment from that organization as part of the proposal submission, confirming the organization's availability, qualifications, and agreement to conduct the study in accordance with the timeline and methodology described in the proposal.

Assessment Claims, Reporting Categories, and PLDs

Assessment Claims and Reporting Categories

The relevant NM-MSSA assessment claims and reporting categories will be provided to the selected vendor as part of the transition materials; current versions are available at **https://web.ped.nm.gov/bureaus/assessment/mssa-resources/.**

To protect the integrity of the existing score scale and ensure longitudinal comparability of results, the vendor must retain the current assessment claims and reporting categories without modification for a minimum of one year following the first operational administration under the new contract (i.e., for a minimum of two years in total during SY2027-2028 and SY2028-2029).

For any NMPED-approved Spanish-language supports or accommodations, including Spanish-transadapted mathematics items where applicable, the Offeror must clearly describe how the proposed approach relates to the intended assessment claims and reporting categories, as well as the evidence needed to support those interpretations.

After this period, proposed modifications may be considered by NMPED. In this case, the vendor must collaborate with NMPED and its technical advisors to conduct a formal analysis of the implications of this change for scale continuity and longitudinal comparability. No modifications may be operationally implemented without NMPED's explicit written approval.

Performance Level Descriptors

The NM-MSSA currently uses four performance levels, which are available at **https://web.ped.nm.gov/bureaus/assessment/mssa-resources/.** The Offeror must describe its approach to collaborating with NMPED for reviewing, maintaining, and refining *performance level descriptors* (PLDs) as the assessment system evolves.

PLDs must clearly articulate what students at each performance level know and can do in terms that are meaningful to educators and policymakers. Score reports must translate PLD language into plain language accessible to families. Any process of refining PLDs needs to involve input from NM educators and the Offeror must obtain NMPED approval before any revised PLDs are operationally used. PED reserves the right to revise PLDs.

Future Standard-setting Work

If modifications to the claims, reporting categories, or PLDs are approved by NMPED, the vendor must describe how the transition will be managed to protect the interpretability of trend data for schools, districts, and the state. This may involve the conduct of a standard-setting study, which will likely incur material additional costs. These costs are not part of this proposal and would have to be costed out separately at the time.

Assessment Blueprints

At the beginning of the contract, it is expected that the blueprints from the current vendor can be adopted as is; the current blueprints are available at **https://web.ped.nm.gov/bureaus/assessment/mssa-resources/**.

However, if material assessment changes are requested from NMPED later in the contract, the Offeror must then develop detailed test blueprints for each grade and subject in collaboration with NMPED. All blueprints must be submitted to NMPED for review and approval before operational item development begins.

Blueprints must demonstrate appropriate alignment with the overarching assessment claims, reporting categories, and PLDs, as well as content standards, cognitive-complexity specifications, and item-type requirements. This alignment should be evidenced, in part, by the distribution of items across blueprint cells (e.g., by claim, reporting category, PLD, content standard, cognitive complexity, and item type).

Moreover, empirical information from the item bank (e.g., item difficulty, discrimination, information, and related statistics) should be used, whenever available, in conjunction with the blueprint, to characterize and evaluate the resulting assessment's psychometric properties (such as form difficulty for linear/fixed-form or multistage tests and test-level information).

Blueprints should be developed to maximize measurement precision across the full achievement continuum, with particular attention paid to the precision around cut scores and to avoiding floor and ceiling effects for students at the extremes of the score distributions. NMPED values assessments that adequately address the depth of the standards through cognitively complex tasks, and the blueprint should reflect that priority.

The NM-MSSA should contain a mixture of item types that reflect the mixtures of item types in common HQIMs recommended by NMPED for adoption in both content areas and all grade spans; see the information at NM Materials Matter Dashboard - New Mexico Public Education Department (NMPED)

Such item types include, but are not necessarily limited to:

- technology-enhanced items (TEIs);
- multiple-choice (MC) items;
- multi-part (MP) items;
- evidence-based selected response (EBSR) items;
- short constructed response (SCR) items; and
- extended constructed response (ECR) items.

The Offeror may propose additional item types as long as they meet the above requirements.

Importantly, the mixture of item types and item characteristics should be aligned with the kinds of items that are used in commonly-used HQIMs (see the NM dashboard) as well as the kinds of items on NAEP and the Knowledge Checks. This is primarily to ensure that construct-irrelevant variance due to students' unfamiliarity with core assessment characteristics is minimized.

Offerors should describe how their proposed item type mix serves the design goals of the NM-MSSA, with reference to NAEP and Knowledge Checks where relevant. Offerors are encouraged to propose innovative item types and formats provided all technical-quality requirements are met. If GenAI is incorporated in these processes, the Offeror must describe all relevant details to allow NMPED to properly assess benefits and risks of this use.

Testing Design / Administration Model

Linear vs. Adaptive Designs

NMPED leaves open for Offerors to propose a testing design of their choosing (i.e., linear/fixed-form, multistage adaptive, item-level adaptive) provided the proposed design is consistent with the requirement to maintain the existing NM-MSSA score scale.

The Offeror must describe the proposed testing approach for each grade and subject, with a clear rationale addressing measurement quality, cost, feasibility, and scale continuity. Proposals that rely exclusively on fixed-form designs for all grades and subjects must provide a strong justification, recognizing that adaptive designs are generally more cost efficient and less burdensome for students.

NMPED requires that paper-based administration be available as an accessibility accommodation for students who are unable to participate in computer-based testing. Paper-based administration is not allowable as a workaround to meeting digital accessibility requirements established in this RFP (i.e., digital delivery should be the primary mode of assessment administration).

Estimated Testing Time

NMPED's goal is to maintain or reduce the current average testing time per student in each grade and content area combination while preserving or enhancing the precision of assessment scores at critical points of the score scale and the validity of the resulting assessment score interpretations.

The Offeror must provide estimated recommended testing times for each grade and subject based on the proposed assessment design. The Offeror must describe how these recommended testing times were determined and how the overall assessment design approach that drives these testing times balances measurement quality against burden on students and educators.

Considerations of burden include the actual testing times due to length but also considerations around assessment preparation work stemming from the broader assessment design such as teachers having to use instructional time to familiarize students with previously unknown item types, stimuli types, assessment formats, or scoring approaches.

Exemplars, Anchor Sets, and Practice Tests

The Offeror must develop and maintain publicly releasable exemplar items and scale-anchor item sets to support educator and student familiarity with NM-MSSA item types and performance expectations, on a schedule agreed upon with NMPED. This work forms part of NMPED's broader efforts to improve assessment literacy among all core constituents.

The Offeror must propose a minimum annual number of items to be released per grade and subject, along with associated assessment literacy supports, ensuring alignment with NMPED's assessment-literacy priorities, item-security requirements, and item-pool sustainability. The Offeror must describe their proposed ownership model for publicly released exemplar items, scale-anchor item sets, and associated assessment literacy supports, including the rights NMPED would retain during and after the contract period and any associated pricing implications.

The Offeror must also develop and maintain at least one practice test per grade and content area, available to students and educators in advance of each administration window. Practice tests must reflect the operational assessment's interface, a representative (ideally full) range of relevant item types, content standards, difficulty and cognitive complexity levels, and available accessibility features. The Offeror must describe their proposed ownership model for practice tests developed under this contract, including NMPED's rights to maintain public availability of these materials during and after the contract period.

Specifically:

- For linear/fixed-form designs, practice tests must be provided as intact fixed forms.
- For multistage adaptive designs, the practice experience must reflect the structure and user experience of the multistage design (e.g., via one or more representative fixed pathways or simulated modules), without compromising operational item security.
- For item-level adaptive designs, the practice experience must approximate the adaptive test experience (e.g., via a non-secure practice pool or simulated adaptive form) while maintaining item-pool security and sustainability.

Item Ownership

The Offeror may propose the use of existing item banks—either ones owned by the Offeror or external ones from which items could be purchased or leased—provided that all items meet the technical requirements for the NM-MSSA, including the alignment requirements with the newly developed CLR Framework.

NMPED welcomes proposals that include items custom-developed specifically for New Mexico, items drawn from existing item banks, or a combination of both approaches. Offerors should describe their proposed approach and rationale for item pool development, including how it serves the measurement goals and long-term sustainability of the NM-MSSA item pool. Offerors should describe how item

ownership (whether vendor-owned, leased to New Mexico, owned by New Mexico, or some other approach) is structured in the proposed approach, and what options are available to NMPED.

Consequently, the Offeror must describe their proposed approach to item and stimulus ownership for all items during and after the contract. The proposal must describe:

- How the ownership and temporary use licenses for items from existing items banks are handled during the contract.

- How NMPED would be able to use any proprietary or licensed items after the contract ends, including any restrictions on adaptation for subsequent use. Ongoing access must be available at no cost or at a cost-effective rate.

- How NMPED would be able to use any newly developed items, stimuli, and scoring rubrics after the contract ends, including what restrictions (if any) may be associated with their subsequent use.

The Offeror must deliver all items that are used operationally under this contract, along with associated metadata, in the *Question and Test Interoperability* (QTI) format, consistent with current IMS Global standards, to enable NMPED to ingest items into a state-administered platform. QTI deliveries must occur on a schedule agreed upon with NMPED and must include all item content, scoring rubrics, and metadata required for operational use.

NMPED reserves the right to deploy any NMPED-owned items, including Knowledge Checks, through a state-developed or state-administered platform. The Offeror must cooperate with NMPED and any designated platform provider to support item transfer, ingestion, and proper rendering at no additional cost to NMPED.

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.

Item Development

The Offeror must describe all aspects of the item development process, from initial design specifications to release for operational use. The following subsections describe key components of this work.

Item Development Needs Analysis

The Offeror must conduct an annual item development needs analysis that can inform each new item development cycle. Item development recommendations from this needs analysis must address the English-language item pools for language arts and mathematics and, where applicable, any Spanish-transadapted mathematics items or Spanish-language accessibility supports that NMPED approves as accommodations.

This analysis should be grounded minimally in the following aspects:

- the content standards, PLDs, cognitive complexity, and item type specifications in the assessment blueprints;
- the proposed testing design (i.e., linear/fixed-form, multi-stage adaptive, item-level adaptive);
- the empirical properties of items in available banks from which items could be leased or purchased as well as newly developed items (based on field test data, possibly supplemented by GenAI-based simulation work);
- the quality of alignment to the CLR assessment development framework in available banks from which items could be leased or purchased;
- systemic risk mitigation strategies such as exposure control and security breaches; and
- any other factors that material affect the evaluation of the sufficiency of the current item pool.

The item development needs analysis should determine the development requirements for each blueprint cell to specify pool size targets sufficient to meet minimum operational and extended security requirements, and should produce a prioritized item development queue for each new development cycle.

In addition, the item pool needs to be of sufficient size—at the earliest possible time—to allow for the construction of a breach form. However, given that this will likely require multiple development cycles with field testing phases, the Offeror should include a phased plan for building toward breach form capacity, with milestones and interim security measures documented for NMPED review and approval.

Results from the development needs analysis must be documented in a written report delivered to NMPED for approval and must then drive the item development plan for the following assessment cycle.

Item Writer Qualifications and Training

The Offeror must describe item writer qualifications, training processes, and workshop logistics, including embedded quality control procedures, including formative feedback and ongoing monitoring, to help writers improve their work and ensure the integrity of the overall training process.

Specifically, item writing training must address alignment of items to content standards, PLDs, cognitive complexity specifications, and required item types in the assessment blueprints. Training must also ensure the minimization of construct-irrelevant variance, and accessibility for students with disabilities and English Learners as well as cultural appropriateness and linguistic accessibility consistent with the CLR framework. As noted above, item writing may not commence until the CLR framework has been approved by NMPED.

Cognitive Laboratories and Item Validation Studies

The Offeror must conduct in-person cognitive laboratory studies or comparable validation studies (e.g., web-based cognitive interviews, embedded response process probes, expert evaluations of response processes) to evaluate whether individual items or item sets elicit the intended cognitive processes with the intended cognitive demands as well as the response behaviors and work products expected for the

targeted student populations. Part of this work is to identify sources of construct-irrelevant variance that can subsequently be minimized through item revision.

The Offeror must describe the proposed methodology for conducting these studies, including timing of the work, participant selection, experimental or observational setup, data collection and analysis methods, and criteria for identifying items as acceptable, in need of revision, or unsuitable for use based on the empirical information.

Item Review

All items and stimuli, whether newly developed, purchased, licensed, or delivered with NMPED-approved accessibility supports or accommodations, must be reviewed before use on operational forms.

The Offeror will propose a recruitment strategy, process, and selection criteria, which NMPED will sign-off upon review and approval. Specifically, the Offeror is responsible for outreach, scheduling, logistics, and facilitating all review activities. NMPED retains final approval authority over the composition of the review panels, review process, and all resulting items considered for field testing or operational use.

Review Panel Composition

The Offeror must establish item review panels that must include representation across the following dimensions:

- Grade levels and content areas served;
- Geographic regions of the state, including rural, small town, suburban, and urban communities;
- School types, including public schools, charter schools, and tribal schools;
- Student populations served, including educators who teach and/or are members of Native American communities, educators from schools serving high proportions of English Learners, educators in special education, and educators in schools serving high proportions of economically disadvantaged students; and
- Gender and racial/ethnic background.

For fairness, bias, and sensitivity review, panel members should, where feasible, both work with students from the relevant population groups and be members of those groups themselves. Review panels for any Spanish-language accommodations, supports, or Spanish-transadapted mathematics items must include reviewers with bilingual and Spanish-language content expertise appropriate to the content area and accommodation under review.

Reviewer Training

The Offeror must provide comprehensive training for all review panel participants before each review session. Training must cover, at a minimum:

- content review;
- fairness, bias, and sensitivity review informed by the CLR Framework; and
- accessibility and accommodations review.

Training may be conducted virtually or in person in New Mexico. The Offeror should describe how the quality and effectiveness of the training is ensured.

Content Review

Content review panels must evaluate all items and stimuli for alignment with NM content standards, PLDs, cognitive complexity specifications, and required item types in alignment with the assessment blueprints, as well as sources of construct-irrelevance that should be minimized / eliminated. The Offeror is welcome to suggest additional criteria that could strengthen the review process.

The Offeror must develop a comprehensive content review checklist and submit it to NMPED for review and approval prior to implementation.

Fairness, Bias, and Sensitivity Review

Fairness review panels must evaluate all items and stimuli to ensure they are free from systematic bias, stereotyping, and culturally inappropriate language or depictions. This review must be explicitly grounded in the newly developed CLR framework. Thus, it must include criteria for evaluating cultural and linguistic responsiveness specific to NM's student communities, including Native American students, Hispanic students, and English Learners.

Fairness, bias, and sensitivity review processes must, at a minimum, be consistent with the current version of the Standards for Educational and Psychological Testing (AERA, APA, and NCME, 2014) or the updated version (currently scheduled to be released in 2028) as well as federal peer review requirements. The Offeror is welcome to suggest additional criteria that could strengthen the review process.

The Offeror must develop a comprehensive fairness, bias, and sensitivity checklist and submit it to NMPED for review and approval prior to implementation.

Accommodations Review

Accommodations review panels must evaluate all items and stimuli for accessibility and usability by students with disabilities, English Learners, and other students requiring accommodations. Review criteria must address compliance with the *Web Content Accessibility Guidelines* (WCAGs) (currently version WCAG 2.2 Level AA), the federal standard for digital accessibility.

They must also address adherence to Universal Design for Learning (UDL) principles, compatibility with assistive technologies, and the appropriateness and construct-preservation of NMPED-approved Spanish-language supports, accommodations, and any Spanish-transadapted mathematics items.

Specific to Spanish-language accommodations, supports, and any Spanish-transadapted mathematics items approved by NMPED, the Offeror must describe how it will evaluate whether the accommodation preserves the intended construct and score interpretation. This includes evidence that the accommodation does not introduce construct-irrelevant variance, alter the intended cognitive demand, or affect item functioning in ways that would undermine comparable interpretation of scores.

The Offeror must develop a comprehensive accommodations review checklist and submit it to NMPED for review and approval prior to implementation. Additionally, the Offeror is welcome to suggest additional criteria that could strengthen the review process.

Reconciliation

Following each review session, the Offeror must facilitate a reconciliation process to incorporate reviewer feedback, resolve conflicting feedback, and document all revisions made to items, including stimuli, instructions, response options, and scoring rubrics.

The Offeror must provide NMPED with detailed revision reports summarizing changes made at each stage. The Offeror should describe the available quantitative and qualitative evidence that supports the quality and effectiveness for the review processes.

Final reconciliation decisions must be approved by NMPED content specialists before items advance to the next stage of development.

Test Administration

Administration Platform

The Offeror must provide a secure, reliable, and accessible online test administration platform capable of supporting the administration of NM-MSSA for all grades and content areas. This platform needs to be able to support fully virtual administrations of assessments as NM had 4,700 students across 11 accountable schools that were classified as primarily, exclusively, or supplemental virtual during SY2024-2025. Appendix G provides the volume of valid scores from the most recent NM-MSSA administration by grade, subject, and administration mode.

Offerors must demonstrate the capacity to support parallel administration at all sites at the volumes indicated in these tables and must describe how the proposed platform will scale to accommodate fluctuations in student enrollment or participation across grades and administration modes. Empirical evidence about the ability of the platform to handle the cited response volumes must be provided.

The platform must support the proposed test design approach(es), all required accessibility features and accommodations, and any NMPED-approved Spanish-language supports, including Spanish-transadapted mathematics items where applicable.

Technology Integration

The platform must be capable of meeting Industry-standard REST APIs and interoperability frameworks (e.g., Ed-Fi Data Standard) to support future API integration with NMPED's IT infrastructure. The Offeror's API development plan must describe how NM-MSSA, Knowledge Check and predictive interim data will be delivered to ILIAD and how the Offeror will coordinate with NMPED on data specifications as ILIAD evolves.

The Offeror must describe its current or planned approach to EdFi compliance and API development, including a proposed timeline for implementation. The Offeror must describe how the platform supports seamless data exchange with NMPED's existing student information systems (SISs) and data repositories, including integration with the state's unique student identifier (UID) system.

Test Security and Integrity

The Offeror must maintain comprehensive security protocols appropriate to each assessment component across development, administration, scoring, and reporting, addressing materials handling, digital content security, proctor and administrator training, irregularity detection and reporting, and data forensics.

If GenAI is incorporated in these processes, the Offeror must describe all relevant details to allow NMPED to properly assess benefits and risks of this use.

Accessibility and Accommodations

The platform must support the management of paper-based accommodation forms for students who are unable to participate in computer-based testing, including student registration, materials tracking, and score entry.

The platform must comply with WCAG 2.2 Level AA and implement accessibility features and accommodations consistent with the NM-MSSA Accessibility Features and Accommodations Manual (**https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:f4d92329-de45-4a61-b67c-5fac8eb705d9?viewer%21megaVerb=group-discover**) and the NM Accessibility and Accommodations Manual (**https://web.ped.nm.gov/wp-content/uploads/2026/08/NM-Accommodations-Manual-2026%E2%80%9327.pdf**).

The Offeror must confirm for each feature whether it is currently available on the proposed platform, available with development, or not available even under various development considerations, and must provide notes on any differences from the current implementation or proposed innovations.

At minimum, the platform must support the full range of universal tools, pre-identified supports, and accommodations currently available on the NM-MSSA. These include, but are not limited to:

- audio amplification;
- text-to-speech;
- *American Sign Language* (ASL) video for both language arts and mathematics;
- answer eliminator;
- highlight tool;
- line reader;
- pop-up glossary in English and Spanish;
- color contrast options, zoom;
- spell check;
- human reader/signer;
- braille editions (hard copy and refreshable braille display);
- large print editions; and
- management of paper-based accommodation forms.

The Offeror must not reduce the range of accessibility features that are currently available to students.

Testing Operations

Testing Windows and Scheduling

The NM-MSSA is administered in a spring testing window. The Offeror must work with NMPED to identify a suitable testing window schedule on an annual basis with the goal of minimizing overlap with other state assessment programs and reducing assessment burden on students, school staff, and district staff.

Practice tests must be available to students and educators well in advance of each administration window. Specific milestone dates for each administration cycle will be negotiated annually at the kickoff meeting.

Test Window Monitoring Dashboard

The Offeror must provide NMPED with a real-time (or at least near-real-time) test window monitoring dashboard during each administration window. The dashboard must enable NMPED staff to monitor administration completion rates at the state, district, school, grade, and content area levels, and must provide the ability to identify, and respond to, any critical operational issues that require immediate attention as they arise during the testing window.

For language arts assessments where automated scoring is used, this should include reports of unusual responses identified through condition codes that require additional human scoring, item volumes that have been rescored due to insufficient rating quality by select raters, and other operational quality-control measures.

The Offeror must describe the proposed functionality, update frequency, and user access controls for this dashboard. The Offeror must develop protocols for addressing unexpected administration issues in collaboration with NMPED.

Administration Preparation and Support

The Offeror must develop and maintain all administration materials necessary for districts, schools, and NMPED, including test administration manuals, quick-start guides, and training materials for district assessment coordinators, school assessment coordinators, and test administrators. All materials must be clear, accessible, and available in advance of each testing window in a user-friendly format.

The Offeror must provide a help desk or comparable support function to address questions and issues from districts and schools before and during each administration window. The Offeror is expected to track the nature of different issues and the implemented or expected resolution approach for the subsequent testing cycle after the administration is complete.

Virtual School Administration

New Mexico includes a number of virtual schools whose students participate in the NM-MSSA. These schools present unique administration considerations, as students are distributed geographically and do not report to a centralized testing location.

Appendix G provides the approximate number of students enrolled in accountable virtual schools based on the most recent NM-MSSA administration. These figures are approximate and may change across administration cycles.

The Offeror must describe their proposed solution for administering the NM-MSSA to students enrolled in virtual schools, including proctoring arrangements, technology requirements, test security protocols, and any coordination required with virtual school staff. The proposed solution must meet all test security and accessibility requirements described elsewhere in this RFP.

Response Evaluation / Scoring

This section describes the key requirements for deterministic, rule-based machine scoring, probabilistic automated scoring with human raters in the loop, and scoring-related considerations for accessibility features and accommodations

Scoring Considerations for Spanish-Language Accommodations and Supports

The Offeror must describe how scoring processes will address any NMPED-approved Spanish-language accommodations or supports, including Spanish-transadapted mathematics items where applicable.

The Offeror must describe quality assurance procedures for any scoring processes affected by Spanish-language supports, including:

- how scoring rules, rubrics, or automated scoring processes are reviewed to ensure that approved Spanish-language supports do not alter the intended construct or score interpretation;
- how Spanish-transadapted mathematics items, if used, are scored and reviewed for accuracy and comparability;
- how any student responses involving Spanish-language supports are routed, condition-coded, scored, or excluded from scoring, as applicable;
- how scoring consistency and accuracy are monitored across relevant student groups and administration conditions; and
- how any scoring-related concerns involving Spanish-language supports are documented, escalated to NMPED, and addressed in future development or administration cycles.

Machine Scoring of Responses to Selected-response Items

All selected response (SR) items must be scored using deterministic, rule-based machine scoring routines. The Offeror must describe the development and implementation of rule-based scoring approaches and embedded processes for verifying scoring accuracy prior to each operational administration.

This description should include TEIs where rule-based scoring might involve complex evaluations based on equation editor input or multi-step interactions in mini-simulation environments.

These requirements apply to all selected-response items administered on the NM-MSSA, including any NMPED-approved Spanish-transadapted mathematics items or items delivered with Spanish-language accessibility supports.

Automated Scoring of Responses to Constructed-response Items

All responses to short- or extended constructed response (CR) items must be scored using automated scoring approaches with human review processes in place to ensure ongoing quality control. These requirements apply to all constructed-response items used to produce NM-MSSA scores of record. If the Offeror proposes any scoring process involving Spanish-language accommodations or supports, the Offeror must describe how those supports affect response routing, condition codes, human review, automated scoring, and score interpretation.

Human Rater Training, Qualification, and Monitoring

Well-trained human raters are expected to be an integral part of the operational implementation of automated scoring routines. They are typically used in various stages of the process, ranging from providing annotations as inputs into the training of automated scoring models, performing back-reads or forward-reads, or adjudicating discrepant or unusual scores identified through condition codes.

Due to their integral nature, the Offeror must describe how human raters are selected, trained, and initially qualified for operational administrations. In addition, the procedures for monitoring the accuracy and consistency of human raters during operational scoring must be described (e.g., via random double scoring and the scoring of validity papers) along with how rescoring of cases for raters that are not performing according to expectations are handled.

This should include descriptions of the conditions under which raters will be retrained, how such raters will be retrained, and when raters will be fully excused from future scoring.

Operational Routing of Responses for Scores of Record

Offerors must clearly describe the routing logic for different cases within the automated scoring system, including how human raters are used to evaluate cases with condition codes, how discrepant scores from the automated system and a second human rater are adjudicated (e.g., via special senior/expert raters), and other decision points that affect the creation of the operational score of record.

Psychometric Analyses and Scale Construction

Item Calibration and Model Fit

The Offeror must describe the proposed approach to item calibration, including the psychometric model(s) to be used (e.g., item response theory [IRT] models appropriate to item type and response format), the calibration design (e.g., concurrent vs. separate calibration across forms and administrations), and the software and estimation procedures to be employed.

The description must address how model-data fit will be evaluated at both the item and person level (e.g., item fit statistics, person fit statistics, residual analyses) and the criteria and remediation steps that will be applied when items fail to meet fit expectations. The Offeror must also describe procedures for evaluating dimensionality and local item independence as part of calibration, and for detecting and addressing differential item functioning (DIF) and differential test functioning (DTF) prior to operational use of new items.

The Offeror must describe how item parameter stability (drift) will be monitored across administrations for items retained in the operational pool, and the criteria that will trigger recalibration, retirement, or further review of an item.

Scale Maintenance and Equating

Maintaining the existing NM-MSSA score scale is a central requirement of this procurement. The Offeror must describe in detail the proposed approach to linking all new operational forms to the current NM-MSSA scale, including the equating or linking design (e.g., common-item nonequivalent groups, anchor-test designs) and the statistical methods to be used (e.g., classical equipercentile, IRT-based concurrent calibration, or separate calibration with scale linking).

The Offeror's comparability plan must distinguish among item-level comparability, form-level comparability, scoring comparability, scale-score comparability, and longitudinal comparability, and must identify the minimum evidence needed to support each intended use. The Offeror must describe how findings that do not support comparability would be documented, escalated to NMPED and its technical advisors, and addressed in future assessment development, administration, scoring, or reporting decisions.

If the Offeror proposes to purchase or lease existing items while maintaining the current assessment blueprint, the Offeror must describe how these legacy items will be used to support scale continuity (e.g., through reuse of trusted, non-breached, previously calibrated items as anchors).

Reliability, Precision, and Classification Accuracy

The Offeror must describe the proposed approach to evaluating and reporting score reliability across the NM-MSSA score scale, including overall reliability estimates and conditional standard errors of measurement (CSEM) across the full range of the score distribution, with particular attention to precision in the region of established cut scores consistent with the blueprint expectations described in herein.

The Offeror must describe the methods used to estimate classification accuracy and classification consistency at each performance level cut, and how these estimates will be disaggregated for relevant student subgroups (e.g., students with disabilities, English learners, Native American students, economically disadvantaged students) to evaluate whether precision is comparable across groups.

The Offeror must describe how reliability and precision findings will be used to inform blueprint refinement, item pool development priorities, or other design decisions in future administrations.

Cut Score Verification and Revision

The Offeror must describe the proposed approach to verification of the existing NM-MSSA cut scores following the transition to the new assessment vendor, including the methodology, timeline, and empirical and judgmental criteria that will be used to determine whether existing cut scores remain valid on the maintained score scale.

The description should address how the Offeror will use post-equating impact data (e.g., changes in conditional classification rates, subgroup performance, and distributional shifts) and, as needed, panels of subject-matter experts to evaluate continued alignment of performance standards with the PLDs and college- and career-ready expectations.

If verification studies indicate that adjustments to existing cut scores may be warranted, the Offeror must describe the process for developing and documenting recommended adjustments, analyzing implications for longitudinal comparability and accountability uses, and submitting proposed revisions to NMPED for review and approval. The Offeror must also describe how any approved cut score changes will be reported to ensure clear interpretation of trends over time by all key constituent groups.

Reporting

This section describes various public-facing and internal reports that the Offeror must create as part of their contract.

NMPED Data Systems Integration

NM-MSSA results must be delivered to NMPED in formats compatible with NMPED's information technology data systems.

The Offeror must work with NMPED's data management partners and NMPED IT staff to ensure that all required data files, metadata, and reporting outputs are delivered in the correct format, compatible with multiple NMPED data systems, repositories, and longitudinal data warehouse(including ILIAD and other future integrated state education data platforms), on the agreed timeline, and are verified for accuracy before public release.

Public-facing Reports

Individual Student Reports

The Offeror must develop and deliver *individual student reports* (ISRs) for each student who completes the NM-MSSA. Digital ISRs within a secure reporting portal/platform must be the default delivery method while paper-based ISRs should remain an option for users who desire them. Paper-based ISRs will be shipped to districts at the district or charter school cost upon request.Shipping of paper ISRs must be available as a cost option for districts that request it.

ISRs must be available in both English and Spanish, must be written in plain language accessible to families, and must clearly communicate each student’s performance level for each content area and what it means in terms of the student's current state regarding grade-level proficiency as well as development over time (when applicable).

ISRs must include Lexile measures for language arts and Quantile measures for mathematics to support educators and families in understanding student performance in relation to grade-level reading and mathematics demands.

Classroom, School, and District Reports

The Offeror must develop digital reports at the classroom, school, and district levels, accessible through a reporting platform. The district dashboard within the platform must allow authorized users to view and compare results across schools, grades, subjects, and student subgroups as well as download relevant data and reports.

Reports must be available in both English and Spanish and must support ESSA-required disaggregation by all federally required student groups. District and school reports must also aggregate Lexile and Quantile measures across student groups to support instructional planning and identification of students who may need additional support.

Evidence of Interpretability

Importantly, the Offeror must provide empirical evidence that reports are accurately understood by constituents and describe how constituent input is used to refine them over time, as needed. This requires special studies and data collection approaches that are seen as an integral part to ensuring the usability of the results for all key constituent groups, in particular those that are central to a comprehensive implementation of the best practices in the CLR framework.

Internal Reports and Data-sharing

Item Performance Report and Data Files

The Offeror must produce an annual item analysis report for NMPED that provides detailed performance data by item. In addition, the Offeror must provide an item analysis data file in common file formats, including CSV and text-delimited TXT, or other formats that are compatible with NMPED's data management systems.

The file needs to include the empirical operating characteristics for each item (e.g., proportions of respondents selecting each item choice for SR items, score point distributions for CR items, item difficulty, item discrimination), includes item design information (e.g., content area, targeted standard, item type, cognitive complexity rating), operational status (e.g., field test item, operational item, year of use), differential functioning information (e.g., flags, effect sizes), and other critical information that can be provided at the item level. A data dictionary must be included.

The Offeror must maintain a data transfer protocol that ensures security, accuracy, and auditability of all data exchanged with NMPED. A comprehensive data dictionary must be provided, which should be refined in coordination with the data warehouse vendor to ensure smooth and error free data transfer.

Student Performance Report and Data Files

The Offeror must produce an annual student performance analysis report that provides detailed performance for all student populations. In addition, the Offeror must provide student data files in common file formats for use by NMPED and local education agencies,

including CSV, text-delimited TXT, or other formats that are compatible with NMPED's data management systems.

The files must provide detailed performance data by student by content area. It needs to include student identifiers (e.g., student ID, school ID, district ID, student demographics), test form ID (for linear/fixed-form designs) or routing pathway (for multistage adaptive designs), response data (e.g., item-level responses and response times), scale data (e.g., estimated scale scores and standard errors, performance level classifications), Lexile and Quantile scores, and operational quality control information (e.g., student-level validity flags), as well as other critical information that can be provided at the student level.

The Offeror needs to work with NMPED to ensure that local education agencies only see data fields that they have permissions for. Furthermore, the Offeror must maintain a data transfer protocol that ensures security, accuracy, and auditability of all data exchanged with NMPED. A comprehensive data dictionary must be provided, which should be refined in coordination with the data warehouse vendor to ensure smooth and error free data transfer.

Forensic Report and Data Files

The Offeror is expected to put in place modern data forensic procedures during and after administration to identify unusual response patterns by students. These might be based on person fit statistics, response change analyses, response time analyses, or other diagnostic information captured through the administration platform.

The Offeror must identify the framework that they are using to govern their data forensic work as well as the principles and best practices that have been put in place to make this work effective. The Offeror is expected to produce an annual forensic report that analyzes these patterns at different levels of aggregation (e.g., by student, school, and district) to allow NMPED to understand the severity, prevalence, and distribution of these cases.

The Offeror must share accompanying data files that contain relevant information about likely instances of unusual behavior. A comprehensive data dictionary must be provided for these data files.

Technical Documentation

The Offeror must produce comprehensive technical documentation for each administration cycle, documenting the entire assessment development, implementation, and evaluation procedures described in this RFP. The documentation should allow NMPED and PED's technical advisors to follow all critical aspects of the work and have sufficient empirical evidence available to evaluate the technical quality characteristic of all aspects of this process.

When it comes to evaluating the overall validity argument for the interpretation and use of the assessment scores, the Offeror should use an approach that connects core claims, sources of evidence, and trustworthiness of the resulting evidence, rather than just describing all executed actions and associated outputs without an overarching synthesis.

Technical reports must be submitted to NMPED in advance of public release of results and must be written in a format suitable for submission as evidence in the federal peer review process. In addition to creating the typical PDFs for reports, the Offeror should leverage digital delivery models for all documentation. This may include using a secure internal

platform, which would allow the Offeror to share computational results, visualizations, and other information in a format that makes retrieval, information-processing, and record maintenance over time easy.

Data Privacy and Security

Offerors shall agree to comply with all student privacy laws, regulations, and provisions identified in the resulting contract including:

- Offeror shall not use Student data obtained pursuant to the resulting contract for any purpose other than performing the services outlined in the scope of work of the resulting contract.
- Offeror must ensure that all employees or subcontractors who have access to student data must comply with all privacy laws, regulations and provisions of the resulting contract.
- Offeror must agree that it shall not sell or disclose any student data or any portion thereof including, but not limited to, student education records and information as well as personally identifiable information of student.
- Offeror may not use covered information to engage in targeted advertising directed at students or their parents.
- Offeror may not use covered information to create a profile about a student except in furtherance of K-12 school purposes approved by the NMPED. The term "profile" includes any systematic collection, analysis, or scoring of student attributes, behaviors, or performance data beyond what is necessary to deliver the contracted educational service.
- Offeror may not retain student data beyond the term of the contract with the school or district, unless NMPED specifically requests otherwise in writing.
- Offeror must delete student data within 30 days of NMPED's written request for deletion.
- Offeror must implement and maintain reasonable security procedures and practices appropriate to the sensitivity of the student data, and no less protective than the standards Offeror applies to its own confidential business information. The standards utilized shall be no less protective than nationally recognized standards.
- All student data obtained pursuant to the resulting contract and held in a cloud based storage system shall be held in accordance with general FedRAMP standards, when applicable.
- Offeror must ensure that student records remain the property of and under the control of the Department and respective LEA. Execution of the state contract serves as full authorization for the Offeror to transmit all student assessment data directly to NMPED data systems without requiring separate district-level paperwork or release forms.
- Ensure that parents or legal guardians have the ability to review and request correction of their child's personally identifiable information held by the Offeror.

Disclosure of student records, information and data without parental consent is limited to disclosure provided for in the Family Education Rights and Privacy Act and its governing regulations.

Data Breach

Offeror shall agree to adhere to all applicable federal and state laws relevant to data breaches and shall provide notification of a data breach to NMPED within 72 hours of confirmation of the breach. If notification would disrupt investigation of the breach by law enforcement, offeror will notify NMPED within a reasonable time after the breach. Offeror shall assist NMPED in notification to affected LEAs. Offeror shall maintain a written data breach response plan that is consistent with industry standards and federal and state laws.

Knowledge Checks and Predictive Interims

Overview

This section describes NMPED's expectations for a set of Knowledge Checks to be developed as part of the broader assessment system. Use of the Knowledge Checks is voluntary and will be determined locally by districts, schools, and teachers. Results from these assessments are not part of the NM-MSSA summative record, do not produce scores of record, and are not to be used for accountability purposes.

Knowledge Checks are intended to function as compact, lower-stakes learning checks in grades 3-8 for English and Spanish language arts as well as mathematics. They are designed to help teachers support classroom instruction and to help students reflect on their learning by providing actionable information about common misconceptions and student strengths related to the core priority standards. Although these Knowledge Checks are designed to be similar to the NM-MSSA in terms of item types, difficulty, cognitive complexity and alignment to the NM content standards, they are *not* designed to be extended mini-summative interim assessments. Unlike these assessments, the Knowledge Checks are shorter and intended primarily for formative and instructional use at the local level.

NMPED expects the awarded Offeror to develop a non-secure pool of Knowledge Check items for classroom use and to organize selected items into stand-alone modules that can be administered as coherent instructional assessments. These Knowledge Checks must align with the broader design vision for the NM-MSSA system, including alignment to New Mexico content standards, the NM-MSSA performance expectations, and item types that reflect the state's broader instructional and assessment priorities. To avoid unnecessary duplication, requirements in this section should be understood as complementing the broader cross-cutting expectations in this RFP related to technical quality, accessibility, item types/formats, use of the CLR framework, and other applicable assessment development requirements.

NMPED also requires predictive interim assessments in language arts and mathematics that also include Spanish accommodations with appropriate evidence to support valid inferences. Predictive interim assessments are an additional instructional resource and not a substitute for the Knowledge Checks required under this contract.

Purpose, Scope, and Structure

The Offeror must develop Knowledge Checks for grades 3-8 in language arts and mathematics. The Knowledge Checks must be designed as modular assessments that may be used in connection with units of instruction and that can provide timely information to teachers about student progress on priority content.

The Offeror must develop a Knowledge Check item pool that is sufficient in size and structure to support two complementary uses:

- Classroom teachers' selection of items independently by grade level, content area, standard, cognitive complexity level, and item format; and
- The creation of stand-alone modules assembled from that broader pool. Each stand-alone module must be organized by grade level, content area, content domain, and priority standards, and must include a mix of items that reflect a range of difficulty and cognitive complexity levels, while remaining generally moderate in overall difficulty for instructional use.

The Offeror must propose at a minimum of 8-10 stand-alone modules per grade and per content area. Each module must contain about 10 to 15 items each. For planning purposes, NMPED notes that midpoint estimates from the Knowledge Checks overview would yield approximately 600 module-based items per content area, or approximately 1,200 items across language arts and mathematics, in addition to a comparable volume of stand-alone items for the broader item pool. The Offeror may propose refinements to these counts if justified, but the proposed scope must be sufficient to support sustained classroom use and flexible module assembly. The Offeror must also describe their vision for refreshing this item pool over time as contextual conditions necessitate (e.g., as new item types or stimulus types are introduced in reference materials).

Because the Knowledge Checks are intended for instructional use, the items must be non-secure and available for teacher classroom use. The Offeror must describe how the proposed design balances flexibility for educators with sufficient structure and coherence so that modules remain useful, interpretable, and instructionally meaningful. Results from Knowledge Checks are intended to provide teachers with actionable, standards-referenced information about common student misconceptions, misunderstandings, and strengths relative to the priority standards and associated proficiency expectations. They are not designed to produce scores on a reporting scale or to support inferences about overall proficiency on the NM-MSSA. Linking Knowledge Check results to a common reporting scale that cuts across assessments is not an expectation under this contract.

Alignment Expectations

Alignment with Classroom-centered Proficiency Scales and Rubrics

The Offeror must ensure that all Knowledge Check items align to classroom-centered proficiency scales and associated rubrics developed by another awarded NMPED vendor in partnership with NMPED and New Mexico teachers. These scales and rubrics are anchored to the NM PLDs and content standards and are intended for classroom use.

Alignment with Other Assessments

The Offeror must ensure that Knowledge Check items target priority standards for each grade and content area. The item pool and stand-alone modules must cover a range of difficulty and cognitive complexity levels appropriate for instructional use and consistent with the purpose of providing evidence of common misunderstandings/misconceptions and strengths.

The Offeror must ensure that Knowledge Check items reflect item types, stimulus materials, and response evaluation approaches that are reasonably aligned with the NM-MSSA . Like the NM-MSSA items, Knowledge Checks should incorporate a mixture of item types and item characteristics found in commonly adopted HQIMs and NAEP. This is primarily to ensure that construct-irrelevant variance due to students' unfamiliarity with core assessment characteristics is minimized.

Knowledge Check items must also adhere to the CLR framework and related expectations established elsewhere in this RFP.

Development Coordination with Marzano

The Offeror is responsible for developing all Knowledge Check items for the broader item pool and for bundling selected items into stand-alone modules. Additionally, the Offeror will develop and lead item review sessions for the Knowledge Checks, which may include experts from Marzano Resources. To the extent feasible, committee members should be drawn from the same teacher pool recruited for Marzano's proficiency-scale training work in order to strengthen coherence across the system. This may require working with Marzano Resources to coordinate the work, perhaps by extending their workshop time or by inviting them to separate, Offeror-coordinated sessions. The Offeror is expected to lead at least one in-person item review session; however, additional sessions may be proposed as virtual for cost efficiency.

For the item review committee sessions, the Offeror should plan for approximately 3 to 6 teachers per subject area for applicable grade bands, with an illustrative total of approximately 36 teachers across grade bands 3-4, 5-6, and 7-8 in the two content areas.

Use of Generative Artificial Intelligence

Given the instructional and non-secure nature of the Knowledge Check item pool and stand-alone modules, NMPED anticipates that the Offeror may incorporate GenAI and related computational tools into their development. Where such tools are used, the Offeror must describe the underlying mechanics and how that use remains consistent with the broader GenAI expectations, safeguards, and governance requirements described elsewhere in this RFP.

Within that broader framework, the Offeror may propose more streamlined human-in-the-loop review processes for Knowledge Checks than for higher-stakes summative assessment components, provided that the Offeror explains how instructional usefulness, alignment, and overall quality will still be protected.

The Offeror must describe the mechanisms proposed for incorporating teacher feedback after administration to inform refinement of the item and module development and implementation process over time. The Offeror must similarly describe whether and how student work products may be used, in a secure and appropriate manner that adheres to all applicable laws and policies, to support that refinement.

Timeline and Deployment

Development of the Knowledge Checks is expected to begin in early 2027 following contract award. Unless otherwise proposed and approved, NMPED expects Knowledge Checks for grades 6-8 in both language arts and mathematics to be operational in school year 2027-2028, with grades 3-5 in both content areas operational in school year 2028-2029. Offerors are welcome to provide a solution that can be implemented earlier, depending on item bank readiness or resources equivalent to the intended purposes and uses of the Knowledge Checks.

This order is proposed to prioritize the development of these resources for middle school where they are generally more sparse in NM. However, NMPED is open to alternative grade-band sequencing proposed by the Offeror. This includes a proposal under which Knowledge Checks for all grades 3-8 are developed and become operational in school year 2027-2028, provided the Offeror can demonstrate a credible and technically sound basis for that accelerated timeline.

NMPED Review, Approval, and Ownership

All Knowledge Check items and stand-alone modules must be approved by NMPED before being made available to districts and schools. The Offeror must describe its proposed process and timeline for submitting modules for NMPED review and approval, including how revisions will be addressed before release.

All Knowledge Check items will be owned by NMPED. The Offeror must deliver all Knowledge Check items in a QTI format that is specifically compatible with the configuration of the database selected by NMPED. The Offeror must also describe how item metadata and module-level information will be organized so that NMPED and educators can access and use these materials efficiently within the selected system.

Technical Quality Documentation

The Offeror is required to produce an initial report that speaks to the technical quality of the developed item pool and stand-alone modules, covering the same kinds of core areas of development work as technical reports for summative or interim assessments typically cover. However, certain areas are not required (e.g., detailed psychometric analyses around scale properties, standard-setting work). The main goal is to articulate the empirical evidence around process, products, and usage that can support the main claims of intended use for the Knowledge Checks. The information needs to be presented in a way that makes it clear, comprehensive, and easily understandable by key NMPED and local district staff involved in this work; for example, staff from NMPED's Assessment and Curriculum and Instruction Bureaus and district assessment directors. The work may also be reviewed by PEDs technical advisors.

In addition to a more comprehensive report for the initial development of the item pool and stand-alone modules, the Offeror is expected to produce shorter annual monitoring and update reports that inform NMPED and PED's technical advisors about the most critical development, implementation, and evaluation changes in the past school year as well as upcoming plans for improving the work.

Predictive Interim Assessments

Offerors shall propose predictive interim assessments in language arts and mathematics for grades 3-8 or grades 3 through high school. These assessments should be designed as mini-summative assessments that can be administered periodically during the school year and that provide results predictive of NM-MSSA performance. Predictive interim assessments are not a substitute for the Knowledge Checks required under this contract. Offerors should ensure that their description includes how multi-language learners will be supported with appropriate resources, supports, and accommodations where appropriate.

Offerors must provide evidence of the strength of the relationship between the proposed predictive interim assessments and the NM-MSSA. This evidence should include correlations between interim and summative scale scores and the accuracy of predicted performance-level classifications (e.g., proficient vs. not proficient) by grade, subject and administration window, disaggregated by student group where data allow. If evidence specific to the NM-MSSA is not yet available, Offerors must provide evidence from comparable state summative assessments and describe a plan for a New Mexico predictive validity study after the first operational NM-MSSA administration under this contract, with results updated annually.

Major Milestones

The table below lists known major milestones for the assessment cycle. The Offeror's proposed project schedule must incorporate these dates and extrapolate from them for subsequent cycles. Final milestone dates will be negotiated at the kickoff meeting for each annual cycle.

Table: Expected milestones for the assessment cycle.

Milestone	Anticipated Time Range
Contract execution	TBD
Transition plan delivered to NMPED	90 days after contract execution
CLR framework approved by NMPED	Winter/Spring 2027
Final NM-MSSA administration by the current vendor	Spring 2027
Scale replication demonstration submitted to NMPED	Prior to Spring 2028 administration
Practice test available to districts and schools	Fall 2027
First operational NM-MSSA administration	Spring 2028
Preliminary student scores available online	Rolling, within 2 weeks of student submission
Final student data files delivered to NMPED	July 2028 (negotiable)
Online individual student reports available	July 2028 (negotiable)

Meetings

Executive management meetings

An executive management council will meet every three to six months to evaluate the health of the program, the contract, and the working relationship between the Offeror and NMPED. These meetings will include the NMPED Program Manager, the Offeror Program Manager, and the escalation contacts from each organization identified in herein.. The NMPED Program Manager and Offeror Program Manager will jointly develop a draft agenda at least one week in advance of each meeting, subject to council approval. When the program and relationship are in good standing, these meetings may be held virtually. The Offeror is responsible for all costs associated with executive management meetings.

Annual kickoff meetings

The Offeror must host an annual in-person kickoff meeting at the start of each assessment cycle, at a location approved by NMPED. The Offeror should expect up to eight NMPED staff, technical advisors, or additional representatives to attend each kickoff meeting. The full executive management council must attend at least the first kickoff meeting. Each annual kickoff meeting must include at a minimum:

- A debrief on the prior cycle for programs that will continue;
- A dedicated agenda item for major decisions affecting the upcoming cycle;
- A dedicated agenda item for finalizing the project plan and project schedule; and
- Any other agenda items specified elsewhere in this RFP.

The first kickoff meeting of the contract must include a joint session with the current NM-MSSA vendor to facilitate transition planning. The agenda for this session will be determined in contract negotiations. The final kickoff meeting of the contract must include a debrief with NMPED and the incoming vendor to support transition.

Periodic management meetings

The Offeror must host short weekly virtual meetings to monitor project status, issues, and risks. The Offeror must also be available for additional meetings without additional cost as program needs arise. Every other month, the Offeror must host a longer working session to address consequential program decisions. The Offeror must describe which staff, including any subcontractor staff, will attend each type of meeting.

Daily standups during testing windows

The Offeror must host daily standup meetings during the first week of each testing window to ensure that issues and risks are identified and resolved quickly. Daily standups must also be held any time a credible risk or identified issue arises during a testing window.

C. PROCUREMENT AND CONTRACT CONTACT

This RFP may result in multiple contractual award(s) between the two parties (awarded Offeror and the Agency). This procurement may be used by other parties, the New Mexico Public Education Department, New Mexico school districts, and state charter schools. The contract may be implemented for a term of one (1) year, and may be extended on an annual basis for up to three (3) years in one-year increments for a total of four (4) years, contingent upon sufficient funding and satisfactory work performance provided by the selected vendor. The Agency may award contracts to one or more Offerors whose proposals are determined to be most advantageous to the State of New Mexico, considering technical qualifications, experience, geographic coverage, capacity, and cost. The Agency reserves the right to award multiple contracts for the same scope of work to ensure adequate statewide coverage and program capacity.

In no case will the contract, including all renewals thereof, exceed a total of four (4) years in duration, as set forth in NMSA 1978, § 13-1-150. A contract awarded as a result of this RFP is contingent upon appropriation by the New Mexico Legislature or other funding sources for the period of this procurement, satisfactory contract compliance, and the Contractor's ability to successfully provide services. Should contract non-compliance be determined, the contract may be terminated or amended. A potential offeror or the offeror agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

Region 9 Education Cooperative will manage all aspects of procurement whose name, address, telephone number, and email address are listed below:

Procurement Coordinator:

Name:	Region 9 Education Cooperative Veronica Wadley
Address:	2002 Sudderth Dr., Ruidoso, NM 88345
Telephone:	(469) 726-8349
Fax:	(575) 257-2141
Email:	veronica.wadley@regionix.org

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Region 9 Education Cooperative, Procurement Coordinator listed above. Offerors may contact ONLY Region 9 Education Cooperative, Procurement Coordinator regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond.

Protests of the solicitation or award must be delivered by mail to the Region 9 Protest Manager. ONLY protests delivered directly to the Protest Manager in writing in the 15 calendar day protest period will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted, nor will protests delivered to Region 9 Education Cooperative, Procurement Coordinator be considered properly submitted.

Protest Manager:
Name: Bryan Dooley
Executive Director
Region 9 Education Cooperative
Address: 2002 Sudderth Dr., Ruidoso, NM 88345
Telephone: (575) 257-2368
Fax: (575) 257-2141
Email: bryan.dooley@regionix.org

D. DEFINITION OF TERMINOLOGY

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

1. **"Agency"** is the issuing agency of procurement, contracts, purchase orders and all aspects associated with contract/procurement management. Agency shall be used, unless otherwise written specifically identifying the entity.

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

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

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

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

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

7. **"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.

8. **"Desirable"** the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

9. **"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.

10. **"DFA"** means the Department of Finance and Administration for the State of New Mexico.

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

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

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

14. **"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.

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

16. **"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.

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

18. **"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.

19. **"Offeror(s)"** is any person, corporation, or partnership who chooses to submit a proposal.

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

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

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

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

24. **"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.

25. **"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.

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

27. **"Solicitations"** means ITBs and RFPs.

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

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

E. ELIGIBLE APPLICANTS

Eligible applicants include public or private organizations with documented and demonstrated ability to provide Services as described in this RFP.

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. Region 9 Education Cooperative reserves the right to alter or update the schedule. Region 9 Education Cooperative will make every effort to adhere to the schedule.

C. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following Sequence of Events Schedule. *Each Action shall be submitted* ***no later than 3:00 p.m. Mountain Standard Time/Daylight Time on the Due Date listed.***

Item Number	Action	Responsible Party	Due Dates
1	Issue RFP	Region 9 Education Cooperative	**10/30/2026**
2	Distribution List	Potential Offerors	**11/11/2026**
3	Deadline to Submit Questions	Potential Offerors	**11/11/2026**
4	Response to Written Questions	REC 9	**11/17/2026**
5	***Submission of Proposal***	***Potential Offerors***	**11/30/2026**
6	Proposal Evaluation	Evaluation Committee	**12/1/2026 - 12/14/2026**
7	Selection of Finalists	Evaluation Committee	**12/1/2026 - 12/14/2026**
8	Oral Presentations by Finalists (At Region 9 and PED's Discretion)	Offerors/Evaluation Committee	**12/1/2026 - 12/14/2026**
9	Notice of Award(s)	Agency/ Finalist Offerors	**12/16/2026**
10	Protest Deadline	REC 9	**15 days after award**
11	Finalize Contractual Agreements	Agency/Awarded Offeror(s)	**TBD**

*Dates indicated in Events 7 through 11 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

D. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in **Section II –A SEQUENCE OF EVENTS** above.

Issuance of RFP

This RFP is being issued by Region 9 Education Cooperative on **10/30/2026**. The RFP may be viewed and downloaded at https://www.rec9nm.org/rfps-bids.

Distribution List

Potential Offerors should complete the on-line *Distribution Form* to have their organization placed on the procurement distribution list. The form should be submitted by an authorized representative of the organization.

The procurement Distribution List will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to submit the on-line *Distribution Form* does not prohibit potential Offerors from submitting a response to this RFP. However, by not completing the Distribution Form by the time and date indicated, the potential Offeror's representative shall not be included on the Distribution List communications, and will be solely responsible for obtaining responses to written questions and any amendments to the RFP.

LINK TO ACCESS THE DISTRIBUTION LIST: **https://forms.gle/ZFrdinpABMUZd2Yp7**

Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP. All written questions must be e-mailed to contracts.procurement@regionix.org. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

Response to Written Questions

Written responses to written questions will be provided via email and posted as an Addendum to the RFP on https://www.rec9nm.org/rfps-bids. by the Procurement Manager on or before the time and date indicated in the Sequence of Events.

Submission of Proposal

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

Proposals must be submitted electronically through R9's electronic procurement system. A link to the Submission Portal can be found in Section *IV., B. Method of Submission*.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN THE DATE OUTLINED IN THE SEQUENCE OF EVENTS SCHEDULE SET FORTH ABOVE. NO LATE PROPOSALS CAN BE ACCEPTED. The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks "Submit." Such electronic submissions will be considered sealed in accordance with statute.

It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically. The proposal submission system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the online proposal submission system: ***https://www.formpl.us/form/5372813431603200*** *will be deemed late. Further, a submission that*

is not fully complete and received via the proposal submission system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, NO LATE PROPOSAL CAN BE ACCEPTED.

Proposals submitted by facsimile, or other electronic means other than through the proposal submission system, will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals.

Proposal Evaluation

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

Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors in accordance with the schedule set forth above. 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.

Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

Oral Presentation and/or Product Demonstrations by Finalists

Finalist Offerors, as selected per above, may be required to conduct an oral presentation at a venue to be determined as per the Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (GoToMeeting, Zoom, etc). The Agency will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Agency.

Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror in accordance with the Sequence of Events, or as soon thereafter. . This date is subject to change . In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in

the time specified, the Agency reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

Contract Awards

After review by the Evaluation Committee the Agency will make an award(s) in accordance with the Sequence of Events, or as soon as possible thereafter. This date is subject to change at the discretion of the Agency.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to support the Scope of Work. The most advantageous proposal may or may not have received the most points.

Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. ONLY protests delivered directly to the Protest Manager in writing within the protest period will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.Emailed protests will not be considered as properly submitted nor will protests delivered to Region 9 Education Cooperative, Procurement Coordinator be considered properly submitted.

The 15 calendar day protest period shall begin on the day following the actual date of Contract Awards and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below.

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.
The protest must be delivered to:

Name: Region 9 Education Cooperative
Bryan Dooley, Executive Director
Address: 2002 Sudderth Dr., Ruidoso, NM 88345
Telephone: (575) 257-2368
Fax: (575) 257-2141
Email: bryan.dooley@regionix.org
Protests received after the deadline will not be accepted.

iii. GENERAL REQUIREMENTS

A. ACCEPTANCE OF CONDITIONS GOVERNING THE PROCUREMENT

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the electronic submission form. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in *Section IV., G. Evaluation* of this RFP.

B. INCURRING COST

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

E. PRIME CONTRACTOR RESPONSIBILITY

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

F. SUBCONTRACTORS/CONSENT

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

G. 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. Region 9 Education Cooperative personnel will not merge, collate, or assemble proposal materials.

H. OFFEROR'S RIGHTS TO WITHDRAW PROPOSAL

1) 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 electronically and signed by the Offeror's duly authorized representative.

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

I. PROPOSAL OFFER FIRM

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

J. DISCLOSURE OF PROPOSAL CONTENTS

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

a. ***Proprietary and Confidential information is restricted to***:

1. confidential financial information concerning the Offeror's organization; and

2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.

b. If the offeror chooses to redact Proprietary and Confidential information, an additional but separate redacted version of Offeror's proposal, as outlined and defined in this RFP shall be submitted, on or before the Proposal Submission date as indicated in the Sequence of Events. A redacted proposal, in accordance with state law, containing the blacked-out proprietary or confidential information, shall be used in order to facilitate eventual public inspection (IPRA) of the non-confidential version of Offeror's proposal.

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

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

K. NO OBLIGATION

This RFP in no manner obligates Region 9 Education Cooperative to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

L. TERMINATION OF RFP

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 Region 9 Education Cooperative.

M. SUFFICIENT APPROPRIATION

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

N. LEGAL REVIEW

Region 9 Education Cooperative requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

O. GOVERNING LAW

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

P. BASIS FOR PROPOSAL

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

Q. CONTRACT TERMS AND CONDITIONS

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

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

3. Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX F) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

5. If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), proposed alternate terms and conditions may not be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is considered an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

6. The initial contract resulting from this RFP will be for a period of one year. The contract may be extended beyond the original contract period by one-year or multi-year renewal options for a maximum of three additional years, at the Agency's sole discretion and by mutual agreement. The contract term will not exceed a total of four (4) years.

R. CONTRACT DEVIATIONS

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

S. OFFEROR QUALIFICATIONS

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

T. 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 failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

U. CHANGE IN CONTRACTOR REPRESENTATIVES

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

V. NOTICE OF PENALTIES

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

W. AGENCY RIGHTS

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

X. RIGHT TO PUBLISH

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from Region 9 Education Cooperative and or written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

Y. OWNERSHIP OF PROPOSALS

All documents submitted in response to the RFP shall become property of the Region 9 Education Cooperative.

Z. 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 Region 9 Education Cooperative.

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

AA. 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.

BB. USE OF ELECTRONIC VERSIONS OF THIS RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern.

CC. NEW MEXICO EMPLOYEES HEALTH COVERAGE - Appendix A

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

B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance

coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

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

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

DD. CAMPAIGN CONTRIBUTION DISCLOSURE FORM- Appendix B

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

EE. CONFLICT OF INTEREST - Appendix C

Offers must complete, sign and return the Conflict of Interest Form, Appendix C as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.

FF. SUSPENSION STATUS FORM - Appendix D

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

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

a. The tax liability is finally determined.
    i. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge.
    ii. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

5. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.) Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

GG. New Mexico Preferences (if applicable)

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

A. **New Mexico Business Preference**

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

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

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

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

The New Mexico Preferences shall not apply if/because the expenditures for this RFP includes federal funds.

iv. RESPONSE FORMAT AND ORGANIZATION

Any proposal that does not adhere to the requirements of this Section may be deemed non-responsive and rejected on that basis.

A. NUMBER OF RESPONSES

Offerors shall submit only one (1) proposal.

B. METHOD OF SUBMISSION

All proposals must be submitted electronically.

LINK TO ACCESS THE PROPOSAL SUBMISSION SYSTEM ---> **https://www.formpl.us/form/5372813431603200**

The Offeror need only submit a single electronic copy of the proposal, outlined below.

C. SUBMISSION FORMAT

All information for the technical proposal must be combined into a single pdf file/document for uploading. File naming convention <COMPANY NAME_RFP 27007>

D. TECHNICAL ISSUES

For technical support issues contact Veronica Wadley (469) 726-8349

E. PROPOSAL FORMAT

All proposals must be submitted as follows:

- Typeface must be easily readable such as Ariel, Courier, or Times Roman and type size must be 12-point.
- The proposal may be no longer than 100 single-spaced pages as a whole. Supplemental information may be appended to the proposal.
- All pages shall be numbered.

F. RESPONSE ORGANIZATION

The proposal must be organized in the following format and must contain, at a minimum, all listed items in the sequence indicated. Offerors should respond in the form of a thorough narrative to each specification in correlation unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

1. **Technical Proposal**
   Offeror shall provide a ***Technical Proposal*** (a. - d. detailed below)

   a. **General Technical Scope of Work Response**: (75 points)
      i. **Responsiveness and Completeness -** Fully address all parts of the requirement and relevant sub-requirements.
      ii. **Technical Soundness -** Approach shall be highly defensible, aligned with professional standards, and clearly suited to the intended use.
      iii. **Operational Specificity and Feasibility -** Provide clear procedures, roles, timelines, deliverables, and decision points; highly feasible.
      iv. **Evidence, Quality Control, and Risk Management -** Clearly describe evidence, documentation, Quality Control processes, and risk mitigation; uses findings to monitor and address quality issues.
      v. **New Mexico Fit and Continuous Improvement -** Clearly tailor to New Mexico's context and shows how evidence, feedback, and implementation lessons will improve future cycles.
         - The response shall be tailored to New Mexico's assessment and policy context, student populations, cultural and linguistic priorities, operational constraints, existing score scale, reporting needs, and long-term improvement goals.

   b. **Corporate Capacity**: (50 points)
      i. **Relevant Organizational Experience -**
         - Demonstrate extensive, directly relevant experience delivering comparable statewide assessment programs with evidence of successful performance.
         - Offerors shall provide a minimum of three (3) professional reference letters for projects of similar size, scope, and complexity completed within the past 5 years. References should include the organization name, contact person, title, telephone number, email address, and a brief description of the services provided.
            - References may be contacted to verify the Offeror's past performance, including but not limited to quality of work, adherence to schedules, responsiveness, professionalism, and overall satisfaction.The Evaluation Committee reserves the right to consider information obtained from references, prior

experience with the Offeror, and any other reliable sources in assessing past performance.

ii. **Organizational Staffing Capacity and Continuity -** Demonstrate a well-defined staffing model with clear role coverage, sufficient staffing capacity, strong bench strength, backup coverage for key functions, and credible continuity planning across the full contract period.

iii. **Program Management and Governance -** Provide a clear, integrated governance model with strong communication routines, decision rights, escalation paths, schedule control, and subcontractor oversight.

iv. **Quality, Security, Risk, and Continuity Capacity -** Demonstrate mature organizational systems for quality assurance, risk management, security, incident response, business continuity, transition planning, and technical maintenance.

v. **New Mexico Fit and Partnership Capacity -** Clearly demonstrate capacity to partner with NMPED and adapt to New Mexico's assessment and policy context, student populations, cultural and linguistic priorities, accessibility needs, local implementation realities, and continuous improvement goals.

c. Personnel Capacity: (25 points)

i. **Relevant Expertise and Qualifications -** Key personnel demonstrate extensive, directly relevant expertise for their assigned roles, including experience with comparable statewide assessment programs, technical requirements, accessibility, psychometrics, scoring, reporting, operations, and/or project management as applicable.

ii. **Role Alignment and Coverage -** Clearly defined personnel roles for all key personnel, well-aligned with the scope of work, and collectively cover all major functions without unclear ownership, duplication, or gaps.

iii. **Availability, Commitment, and Continuity -** Provide credible evidence that key personnel demonstrate an exceptional fit and experience for the program. Personnel will be available, appropriately committed to the work, and positioned to provide continuity across the full contract period.

iv. **Leadership, Coordination, and Communication Capacity -** Demonstrate key personnel's strong capacity to lead complex assessment work, coordinate across technical and operational teams, communicate with NMPED and partners, manage issues, and support timely decision-making.

v. **New Mexico Fit and Partnership Orientation -** Demonstrate key personnel's strong readiness to work effectively with NMPED and New Mexico partners, including attention to New Mexico's assessment and policy context, student populations, cultural and linguistic priorities, accessibility needs, and continuous improvement goals.

d. Cost Proposal: (25 points)

Offerors shall submit a cost proposal that describes and justifies the project budget and clearly ties the scope of work to the determination of the amounts shown in the project budget. Cost proposal should include all fees, including gross receipt tax. Salaries and

benefits incorporated in the cost proposal should include the percentage of a full time employee (FTE) allocated to the project (if applicable).

Service components A, B and C are required. The Offeror must price each service component based on a per student cost.

Reasonableness and allowability will be evaluated and lowest cost will not be a factor.

2. Mandatory Requirements (Completed forms must be submitted with proposal)
Proposals that do not meet the mandatory requirements may be deemed non-responsive and rejected**.**

a. Appendix A - New Mexico Employees Health Coverage Form (Pass/Fail)
b. Appendix B - Signed Campaign Contribution Form (Pass/Fail)
c. Appendix C - Conflict of Interest Form(Pass/Fail)
d. Appendix D - Suspension Status Form (Pass/Fail)
e. Appendix E - Response to Contract Terms and Conditions (Pass/Fail)

3. Supplemental Information

a. Offeror's Additional Terms and Conditions (Optional)
b. Other supporting documentation to support the Technical Proposal.
c. New Mexico Preferences

This procurement could result in contractual agreements between two parties; the procurement may be used by other parties (agency).

G. EVALUATION

A. Evaluation Point Summary and Factors

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

2. The Procurement Manager may contact the Offeror for clarification of the response.

3. The Evaluation Committee may use other sources to perform the evaluation.

4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. Awards shall be made to the most responsible Offeror(s) whose proposals are most advantageous to the State taking into consideration the evaluation factors. The most responsible Offeror(s) is not determined by the highest score. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

Evaluation Factors	**Available Points**

The proposal is organized as described in **Section IV. Response Format and Organization** and contains all listed items in the sequence indicated.	Pass/Fail
General Technical Scope of Work Response	75
Corporate Capacity	50
Personnel Capacity	25
Cost Proposal	25
New Mexico Employees Health Coverage Form - Appendix A	Pass/Fail
Signed Campaign Contribution Form - Appendix B	Pass/Fail
Conflict of Interest Form - Appendix C	Pass/Fail
Suspension Status Form - Appendix D	Pass/Fail
Response to Contract Terms and Conditions - Appendix E	Pass/Fail
Offeror's Additional Terms and Conditions	**Optional**
New Mexico Resident Business Preference	**Optional**
New Mexico Resident Veterans Business Preference	**Optional**

v. ADMINISTRATIVE REQUIREMENTS

Awarded Offerors will be required to provide the following documents before or within 30 days of contract execution date:

- Proof of insurance as required in the SAMPLE CONTRACT Appendix F
- Contractor must be a registered business in the State of New Mexico with a CRS number
- Tax Identification: The Offeror must possess a tax identification number
- Offeror must provide background checks, as directed by Agency, for all persons within the organization that will be providing on-site services within New Mexico schools.
- Federal W-9
- Contract after award is contingent upon receipt of an authorized NMERB Return to Work as a Contractor approval letter. (If applicable)

APPENDIX A

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM
R9 RFP 27007

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

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

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

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

Signature of Offeror: _____

Date: _____

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
R9 RFP 27007

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

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

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

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

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

The following definitions apply:

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

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money

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

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

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

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

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

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

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--OR—

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

_____ _____

Signature Date

_____

Title (Position)

APPENDIX C

CONFLICT OF INTEREST FORM
R9 RFP 27007

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to The Agency in response to the above referenced request for proposals.
The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:
No employee or Coordinating Council member of the Agency or New Mexico Public Education Department (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Agency employee, council member or close relative, with the exception of the person(s) identified below.

Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the Legislator:

_____

List below the names(s) of any New Mexico Public Education Department or Agency employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

_____

_____

_____

_____

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST Status requirements and that he/she understands and will comply with these requirements. The undersigned

further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature of Offeror: _____

Date: _____

APPENDIX D
SUSPENSION STATUS FORM
R9 RFP 27007

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The Vendor agrees to provide immediate notice to the Agency Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice or proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature of Offeror: _____

Date: _____

APPENDIX E

RESPONSE TO NMPED CONTRACT TERMS AND CONDITIONS
R9 RFP 27007

Select one of the following:

⬜ Offeror does **NOT** take any exceptions to the Contract Terms and Conditions as outlined in *Appendix F Sample Contract*

Offeror Signature:_____ Date: _____

⬜ Offeror DOES take exceptions to the Contract terms and Conditions as outlined in *Appendix F Sample Contract*

Offeror Signature:_____ Date: _____

APPENDIX F
SAMPLE CONTRACT

*** Contract subject to change based upon contract negotiations and needs.**

STATE OF NEW MEXICO

New Mexico Public Education Department

INFORMATION TECHNOLOGY AGREEMENT
Agreement No._____

THIS INFORMATION TECHNOLOGY AGREEMENT (this "Agreement") is made by and between the State of New Mexico (the "State"), **New Mexico Public Education Department**, hereinafter referred to as "Procuring Agency" and **[Insert Contractor Name]**, hereinafter referred to as "Contractor" and collectively the parties are hereinafter referred to as the "Parties." This Agreement must be approved by the Department of Information Technology ("DoIT").

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et seq.*; and Procurement Code, NMAC 1.4.1 *et seq.*; Contractor has held itself out as an expert in implementing the Scope of Work attached hereto and Procuring Agency has selected Contractor as the offeror most advantageous to the State; and

WHEREAS, all terms and conditions of the **[RFP Number and Name]** and Contractor's response to such document(s) are incorporated herein by reference; and

THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. "Acceptance," "Accept" or "Accepted" means the approval, following Quality Assurance, of all the Deliverables by Procuring Agency's ELR ("ELR").
B. "Agency CIO" means Procuring Agency's Chief Information Officer.
C. "Application Deployment Package" or "ADP" means Contractor's centralized and systematic delivery of business critical applications, including the source code (for custom software), documentation, executable code and the deployment tools necessary to successfully install application software fixes, including Contractor's Software related additions, modifications, or deletions.
D. "Business Days" means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for Federal and State holidays.
E. "Change Request" means a written document utilized by either Party to request changes or revisions in the Scope of Work – Exhibit A, attached hereto.

F. "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential Procuring Agency or client information as the term is defined in State and/or Federal statutes or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by Procuring Agency or any other State office or agency as confidential, including all information designated as confidential under Federal and State statutes or regulations; (5) unless publicly disclosed by Procuring Agency or the State, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that has not been publicly disclosed and that is utilized, received, or maintained by Procuring Agency, Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation hereunder.

G. "Contract Manager" means a Qualified Person designated by Procuring Agency who is responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager will be **[Insert Name]** or his/her Representative.

H. "Data" means a compilation, body, set or sets, of discrete information gathered by Procuring Agency and/or Contractor which Procuring Agency owns and/or controls and which concerns, and may be utilized or manipulated by Procuring Agency and/or Contractor, to further Procuring Agency's governmental interests, role and mission ("Mission"). Data includes, but is not limited to, Procuring Agency's information, whether or not stored in one or more databases, Confidential Information and other internal information which affects or may affect Procuring Agency's ability to further its Mission.

I. "Default" means a violation or breach of this Agreement by a Party's either: (1) failing to perform one's own contractual obligations hereunder, or (2) by interfering with the other Party's performance of its obligations hereunder.

J. "Deliverable" means the verifiable outcomes, results, the Services or products that Contractor will develop, perform, and/or produce and deliver to Procuring Agency according to the Scope of Work.

K. "DoIT" means the New Mexico State Department of Information Technology.

L. "DoIT CIO" means DoIT's Cabinet Secretary or Chief Information Officer, who also serves as the State's Chief Information Officer.

M. "Employees" means stockholders, directors, officers, employees and agents.

N. "Escrow" means a legal document (such as Source Code) delivered by Contractor to a third party escrow agent ("Escrow Agent"), and held by Escrow Agent until Procuring Agency Accepts one or more the Deliverables; in the event Contractor Defaults this Agreement, Procuring Agency will receive the legal document, *e.g.*, Source Code, from Escrow Agent.

O. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when Contractor makes or adds to a Deliverable, materially improves the Deliverable's utility, efficiency, functional capability, or application ("Utility"). An error correction is not an Enhancement unless the Deliverable's Utility is improved in Contractor's process of making the error correction.

P. "Executive Level Representative" or "ELR" means the individual designated and empowered with the authority to represent and make decisions on behalf of Procuring Agency or the Representative of the Executive Level Representative.

Q. "GRT" means New Mexico gross receipts tax.

R. "GSD" means the General Services Department; "GSD/CRB" means the General Services Department, Contracts Review Bureau.

S. "Intellectual Property (IP)" means any and all proprietary information or material, whether tangible or intangible, whether derived, embodied, composed or comprised of any hard copy, soft copy, electronic format, hardware, firmware, software or manifested in any other form, whether solid, liquid or vapor, that consists of, or is directly or indirectly related to, Know How, trade secrets, copyrightable material, patent protected or protectable inventions and/or information, U.S. and foreign patent applications and patents, service marks, trademarks, and trade names, any of which is conceptualized, created or developed by either one or both of the Parties. For the purposes of this Agreement each Party will have exclusive ownership rights and control over Intellectual Property that the Party owns or controls prior to the commencement of this Agreement ("Pre-Owned IP"). Intellectual Property that Contractor creates during the course of Contractor's performance of work hereunder will be deemed work made for hire ("Work Made for Hire"). Procuring Agency will be considered to be the creator and sole and exclusive owner of all Work Made for Hire. Contractor agrees that Contractor will not make any application for nor any other claim of ownership regarding any Work Made For Hire or any of the Procuring Agency's Pre-Owned IP. Together, any and all combinations of Procuring Agency's Pre-Owned IP and Work Made for Hire will comprise "Agency IP."

T. "Independent Verification and Validation ("IV&V")" means the process whereby Procuring Agency retains an independent expert to evaluate, verify and issue a written validation opinion concerning Contractor's performance of the Project and to determine Contractor's compliance with the requirements stated in the Scope of Work, whether with respect to evaluating certain stages of the Deliverables, or to evaluating the body of the Deliverables as a whole, or both.

U. "Know How" means the idea(s), technical information and knowledge including, but not limited to, documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating to, or causing the enablement of the Work Made for Hire and the Intellectual Property developed hereunder.

V. "Payment Invoice" means each of Contractor's detailed, certified and written requests for payment concerning the Deliverables that Contractor renders to Procuring Agency. Each Payment Invoice must identify each Deliverable for which the Payment Invoice is submitted and must include the price stated in the Scope of Work (Deliverables section), and in Article 3, below, as well as Contractor's actual charge, for each Deliverable.

W. "Performance Bond" means a surety bond which guarantees against Contractor's Default as well as Contractor's full performance of its obligations hereunder.

X. "Project" means the sum of Contractor's efforts necessary to produce and deliver the Deliverables to Procuring Agency according to the Scope of Work.

Y. "Project Manager" means a Qualified Person appointed by Procuring Agency who oversees and manages Contractor's efforts to produce and deliver the Deliverables to Procuring Agency. The Project Manager for this Project is [**Insert Name**] or his/her Representative.

Z. "Qualified Person" means a person who has demonstrated experience performing and completing activities and tasks similar to the Project.

AA. "Quality Assurance" or "Quality Assurance Review" means the planned and systematic pattern of rules, measures, procedures and process established by Procuring Agency to ensure that each Deliverable conforms to the requirements stated in the Scope of Work.

BB. "Representative" means one or more substitute person(s) for a title or role, e.g. Project Manager or Contract Manager, when the Party's primary contact person is unavailable.

CC. "Scope of Work" or "SOW" means the statements of Purpose and the Deliverables attached to this Agreement as Exhibit "A."
DD. "Service" or "the Services" means the task(s), function(s), and responsibility(ies) assigned to, and performed by Contractor according to the SOW.
EE. "State" means the State of New Mexico.
FF. "State Purchasing Agent (NMSPA)" means the New Mexico State Purchasing Agent or his/her Representative.
GG. "State Purchasing Division (SPD)" means the State Purchasing Division of the New Mexico General Services Department.
HH. "Software" means the operating system and/or application software used by Contractor to provide the Deliverables hereunder. Software may include, but is not limited to, Third Party Software. "Third Party Software" means software owned by third parties which is utilized by Contractor and/or Procuring Agency hereunder.
II. "Software Maintenance" means the set of activities that result in changes to the Accepted (baseline) product set of Software. These activities consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline Software and operating system.
JJ. "Source Code" means the human-readable programming instructions organized into sets of files that represent the business logic for the Project application. Source Code may be read as text and subsequently edited, requiring compilation or interpretation by a Qualified Person into binary or machine-readable form before being directly useable by a computer.
KK. "Turnover Plan" means the written plan developed by Contractor and approved by Procuring Agency to continue the Project in the event the Deliverables stated in the SOW are transferred, either directly to Procuring Agency or to a third party.

ARTICLE 2 – SCOPE OF WORK

A. The Scope of Work. The Scope of Work, or "SOW" attached hereto as "Exhibit A," is incorporated into this Agreement as if fully set forth herein. The SOW governs Contractor's production and delivery of the Deliverables to Procuring Agency. The Parties may amend the SOW by executing one or more mutually agreed upon written amendments. In the event a conflict of terms exists between this Agreement and the SOW, the terms of this Agreement will govern.
B. Contractor Default. Contractor will deliver the Deliverables as stated in the SOW. In the event Contractor fails to deliver the Deliverables according to the SOW, Procuring Agency may declare Contractor to be in Default hereunder. In the event Procuring Agency declares Contractor to be in Default, Procuring Agency will give written notice to Contractor describing the Default and will specify a reasonable period of time during which Contractor will remediate the Default. Contractor will then give Procuring Agency a written response that advises Procuring Agency concerning the measures Contractor will take to cure the Default as well as Contractor's proposed timetable for implementing those measures. Nothing in this Section will be construed to prevent Procuring Agency from exercising Procuring Agency's rights pursuant to Article 6 or Article 16, below.
C. Schedule. Contractor will deliver the final Deliverables to Procuring Agency on or before the due dates stated in the SOW. The due dates will not be altered or waived by Contractor absent Procuring Agency's prior written consent, according to the Amendment process stated in Article 25, below.

D. License. **[If a software license is required, use the following language:]** Contractor hereby grants Procuring Agency a **[CHOICE #1- If a perpetual license is required, use the following language:]** non-exclusive, irrevocable, perpetual license to use, modify, and copy the following Software: [Insert name of the software and the patent number if applicable] **[CHOICE #2- If a Software license is required for the term of this Agreement, use the following language:]** non-exclusive, irrevocable, license to use, modify, and copy the [Insert name of Software and patent number if applicable] Software and any and all updates, corrections and revisions as stated in Article 2 and the SOW for the term of this Agreement.

Procuring Agency's right to copy the Software is limited to Procuring Agency's archival, backup and training purposes only. All of Procuring Agency's archival and backup copies of the Software are subject to the provisions of this Agreement, and Procuring Agency will reproduce all Software related titles, patent numbers, trademarks, copyright and other restricted rights notices on Procuring Agency's Software copies.

1. Contractor will maintain, at Contractor's sole expense, a copy of the Software Source Code to be kept by Escrow Agent and will identify Procuring Agency as an authorized recipient of the Software Source Code from Escrow Agent. Contractor will store the Software Source Code in magnetic form on media specified by Procuring Agency. Escrow Agent will be responsible for storing and safekeeping the Software Source Code magnetic media. Contractor will replace the escrowed Software Source Code magnetic media at least every six (6) months to ensure readability and to preserve the Software at the then current revision level. Contractor will include all associated Software documentation with the magnetic media, which will allow Procuring Agency to "top load," compile and maintain the Software in the event of Contractor's Default(s).

2. In the event Contractor (a) ceases to do business or ceases to support the Project, or (b) fails to make adequate provision for continued support of the Software that Contractor develops or provides to Procuring Agency, or (c) if Contractor Defaults hereunder, or (d) if this Agreement is terminated, Contractor will, within a twenty-four (24) hour period, make all of the following items available to Procuring Agency: (i) the latest available Source Code and documentation related to the Software that Contractor develops or provides according to the SOW; (ii) the Source Code and compiler/utilities necessary to maintain Procuring Agency's system; and, (iii) Contractor's related documentation for Software developed by third parties to the extent Contractor is authorized to disclose such Software to Procuring Agency. In any of the above circumstances (a), (b), (c) or (d), Contractor will, by virtue of this Section, grant Procuring Agency an automatic, uncontested and unlimited right to use, modify and copy the Software, the Source Code and all of their related documentation.

[CHOICE #3 – Not Applicable. The Parties agree there is no License.]

E. Source Code. **[CHOICE #1 – If this is a new development and/or a maintenance and operations agreement, use the following language:]** Contractor will deliver any and all Software and Source Code that Contractor develops as a result of Contractor's new development and/or maintenance Software releases. Each of Contractor's Application Deployment Packages ("ADP")

must be able to reproduce fully operational applications that include all base application functionalities, all cumulative release functionalities and include the functionalities, as documented, verified and supported by Contractor, which comprise each new application release.

[CHOICE #2 – If Contractor will hold Software and Source Code in escrow, use the following language:] For each maintenance release, at Contractor's sole expense, Contractor will update Contractor's Application Deployment Packages ("ADP") and place the updated ADP for escrow with Escrow Agent. The ADP will be in magnetic or digital form on media specified by Procuring Agency. Escrow Agent will be responsible for storage and safekeeping of the ADP storage media. Contractor will identify Procuring Agency to Escrow Agent as an authorized recipient of the ADP storage media, which will contain the most recent application release.

[CHOICE #3 – If Contractor will not hold Software and/or Source Code in escrow, use the following language:] For each maintenance release, at Contractor's sole expense, Contractor will update Contractor's Application Deployment Packages ("ADP") and deliver the updated ADP to Procuring Agency in magnetic or digital form on media specified by Procuring Agency.

[CHOICE #4 – Not Applicable. The Parties agree there is no Source Code.]

F. Procuring Agency's Rights.

1. Rights to Software. **[CHOICE #1 – If Procuring Agency has right to own the Software, use the following language:]** Procuring Agency will own all right, title, and interest in and to Procuring Agency's Confidential Information, the Software, the Source Code and other Deliverables, including without limitation, the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and its associated documentation for the purposes of this Section. Contractor will take all actions necessary and transfer ownership of the Confidential Information, the Software, the Source Code and the other Deliverables to Procuring Agency, without limitation, as well as the Custom Software and associated Documentation on Final Acceptance or as otherwise provided hereunder.] **[CHOICE #2 –**Procuring Agency will have rights to the software as stated in Article 2. D., above.] **[CHOICE #3 –** Not Applicable. The Parties agree that this is an agreement pertaining only to professional services and does not involve the provision or use of Software.]

2. Protection of Proprietary Rights. Contractor will reproduce and attach the State's copyright, product identifications and other proprietary notices on the copies Contractor makes and delivers of the Software, the Source Code and other Deliverables for Procuring Agency, in whole or in part, or on any electronic, hard copy or other tangible form of the Deliverables.

3. Protection of Data. Contractor will protect and safekeep all of Procuring Agency's Data to the same or a higher degree of care that Contractor takes with respect to its own information and data. Contractor will implement all measures necessary to protect Procuring Agency's Data from any and all harm, including but not limited to, breach, intrusion, contamination, corruption, loss, leak, theft, disintegration, viral attack, denial-of-service, malware, worms, trojans, ransomware, hacking, phishing, skimming and other damage of any kind (collectively "Data Damage"), whether caused by Contractor, Contractor's Employees or one or more third parties. In the event a Data Damage incident

occurs while Procuring Agency's Data is within Contractor's purview and/or control, within one (1) hour of Contractor's discovery of a Data Damage incident, Contractor will notify the Project Manager concerning the Data Damage incident, including sufficient information for the Project Manager to determine, in conjunction with Contractor, which measures, if any, Contractor must implement to mitigate the Data Damage.

4. Rights to Data. [**CHOICE #1 – If the Data belongs to Procuring Agency, use the following language:**] Any and all of Procuring Agency's Data that is stored upon Contractor's servers or lies within Contractor's custody hereunder, is Procuring Agency's sole and separate property and inures to Procuring Agency's exclusive benefit. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and/or assigns will make use of, disclose, sell, copy, license or reproduce Procuring Agency's Data in any manner, or provide of Procuring Agency's Data to any third party absent Procuring Agency's prior written authorization. [**CHOICE #2 –** Not Applicable. The Parties agree Procuring Agency has no rights to the Data.]

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. Procuring Agency will pay Contractor according to the fixed price set for each Deliverable, per the schedule stated in the SOW, less retainage, if any, as identified in Paragraph D.

B. Payment. The total compensation hereunder will not exceed [**Insert Dollar Amount**] [**CHOICE #1 -** excluding New Mexico gross receipts tax. **CHOICE #2 -** including New Mexico gross receipts tax.] This amount is the maximum total amount; it is not a guarantee that the work to be performed by Contractor, and the total of the corresponding payments that Procuring Agency pays to Contractor, will equal the maximum total amount. However, the Parties do not intend for Contractor to continue to deliver the Deliverables without compensation once the total compensation amount has been reached. Therefore, Contractor must notify Procuring Agency before the price of a Deliverable reaches the compensation amount for that Deliverable stated in the SOW. In no event will Procuring Agency pay Contractor for any Deliverables in an amount that exceeds the maximum total amount without this Agreement being amended in writing prior to Contractor's continued delivery of the Deliverables.

Procuring Agency will pay Contractor upon Procuring Agency's Acceptance of each Deliverable according to Article 4, below, and upon the receipt and Acceptance of Contractor's detailed and certified Payment Invoice(s). Procuring Agency will forward its payments to Contractor's designated mailing address, stated in Article 28, below. In accordance with Section 13-1-158 NMSA 1978, Procuring Agency will tender payment to Contractor within thirty (30) days of the date of Procuring Agency's written certification of Acceptance. All Payment Invoices MUST BE received by Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Contractor's Payment Invoices received by Procuring Agency later than fifteen (15) days after the termination of this Agreement WILL NOT BE PAID.

C. Taxes. [**CHOICE #1- Use if Agreement is between two public entities:** - Not Applicable - This Agreement is between two public entities.]

[**CHOICE #2 –** Contractor [**Use either:** - will **OR** will not] be reimbursed by Procuring Agency for applicable New Mexico gross receipts taxes ("GRT"), excluding interest or penalties assessed on Contractor by the New Mexico Taxation and Revenue Department. Contractor is solely responsible for the payment of GRT for any money Contractor receives hereunder. Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

Contractor and its subcontractors, if any, will pay all Federal, State and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor's employment of its Employees. Contractor will require its subcontractors, if any, to hold Procuring Agency harmless from any responsibility for taxes, damages, fees and interest, if applicable, as well as any and all contributions required under Federal and/or state and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. [**CHOICE #1 -** Procuring Agency will retain [**INSERT percentage (which is recommended at - twenty percent (20%))**] of the fixed-price cost of each stated Deliverable as security for Contractor's full performance of this Agreement. Procuring Agency will release all retained amounts to Contractor upon Procuring Agency's Acceptance of the final Deliverable.] [**CHOICE #2 –** Not Applicable. The Parties agree there is no retainage.]

E. Performance Bond. [**CHOICE #1- If the amount of this Agreement exceeds $1Million OR, if this Agreement is intended for custom developed software/application, OR Commercial Off the Shelf (COTS) software with greater than 20% Enhancement, OR for any other critical project execution concerns, use the following language:**] Contractor will execute and deliver to Procuring Agency, contemporaneously with the execution of this Agreement, a performance bond in the amount of [**Insert Total Amount of the agreed upon Performance Bond**] (the "Performance Bond") in Procuring Agency's name. The Performance Bond will be in effect for the duration of this Agreement and any renewals hereof. Procuring Agency will condition its release of the Performance Bond upon Procuring Agency's Acceptance of Contractor's full performance and fulfillment of each and every of its Deliverables, terms, conditions, provisions, and obligations hereunder. Procuring Agency's right to recoup monies against the Performance Bond will include all of Procuring Agency's costs and damages associated with the transfer of the Deliverables to a third party or to the State as a result of Contractor's performance failure(s).

[**CHOICE #2 –** Not Applicable. The Parties agree there is no Performance Bond.]

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon Contractor's completion and delivery of each Deliverable stated in the SOW, Contractor will submit a Payment Invoice, together with an accurate description of the Deliverable, to Procuring Agency. Contractor will submit its Payment Invoices to Procuring Agency according to, or lower than, the Deliverable price stated in the SOW, less the retainage, if any, stated in Article 3(D), above. Contractor will not submit Payment Invoices to Procuring

Agency for any amount(s) that exceed the amount(s) stated in the SOW absent Procuring Agency's prior written permission.

B. Acceptance. According to Section 13-1-158 NMSA 1978, the ELR will determine whether the Deliverable(s) meet(s) the specifications stated in the SOW. Procuring Agency will not pay for any Deliverable until the ELR Accepts the Deliverable in writing. In order to Accept a Deliverable, the ELR, in conjunction with the Project Manager, will perform a Quality Assurance Review of the Deliverable to determine, at a minimum, whether the Deliverable:

1. Meets or exceeds the Deliverable requirements stated in the SOW; and
2. Complies with the terms and conditions of [**CHOICE #1**- RFP or Sole Source Agreement] [**CHOICE #2** – statewide or agency price agreement] [**CHOICE #3 – specify any other procurement method (please specify)**]; and
3. Meets or exceeds the generally accepted industry standards and procedures applicable to the Deliverable(s); and
4. Complies with all other of Contractor's requirements, duties and obligations hereunder.

In the event the ELR Accepts a Deliverable according to the ELR's Quality Assurance Review, the ELR will send Contractor the ELR's written Acceptance within [**INSERT # of days - recommend at not less than fifteen (15)] Business Days**] (the "Acceptance/Rejection Period") from the date the ELR receives each of Contractor's Payment Invoice(s).

C. Rejection. If the ELR fails to give Contractor notice of Procuring Agency's rejection of a Payment Invoice within the Acceptance/Rejection Period, the Deliverable, together with its corresponding Payment Invoice will be deemed to be Accepted by Procuring Agency. In the event the ELR rejects the Deliverable following the ELR's Quality Assurance Review within the Acceptance/Rejection Period, the ELR will send Contractor a rejection notice together with a consolidated set of comments ("Comments") indicating the issues, unacceptable items, and/or requested revisions that Contractor should make or perform with respect to the rejected Deliverable. Upon Contractor's receipt of the ELR's rejection and Comments, Contractor will have ten (10) Business Days to resubmit the rejected Deliverable to Procuring Agency together with Contractor's revisions, corrections and/or modifications made according to the ELR's Comments. Upon receipt of Contractor's revised, corrected or modified ("Revised") Deliverable, the ELR will determine whether the Revised Deliverable is Acceptable by conducting a second Quality Assurance Review. The ELR will then issue a written determination of Procuring Agency's acceptance or rejection of the Revised Deliverable within fifteen (15) Business Days of Procuring Agency's receipt of the Revised Deliverable. In the event the ELR rejects the Revised Deliverable according to the second Quality Assurance Review, Contractor will be then required to provide a remediation plan that will include a list of Contractor's planned corrective measures and an associated timeline for Contractor to complete its remediation of the Deliverable. Contractor's remediation plan must be accepted by the ELR prior to Contractor's implementation of its Deliverable remediation plan. At the same time, Contractor will also be subject to pay Procuring Agency all of Procuring Agency's monetary damages associated with Contractor's failure to timely deliver an Acceptable Deliverable and must complete all remedies attributable to Contractor's late delivery of the Deliverable. In the event ELR rejects a Deliverable three times,

Procuring Agency may declare Contractor to be in Default and may immediately terminate this Agreement. Procuring Agency may then seek to recover from Contractor any and all damages and remedies available hereunder and otherwise available in law or equity.

ARTICLE 5 – TERM

THIS AGREEMENT WILL BECOME EFFECTIVE AND BINDING ONLY UPON THE SIGNATURE OF THE STATE PURCHASING DIVISION.

This Agreement will terminate on **[Insert Termination Date]**, unless terminated pursuant to Article 6, below. The term of this Agreement, including extensions and renewals, will not exceed four years, except as may otherwise be allowed by Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

A. Grounds. Procuring Agency may terminate this Agreement at any time for convenience or cause. Contractor may only terminate this Agreement in the event Procuring Agency materially Defaults hereunder and subsequently fails to cure its Default within ninety (90) days from the date Contractor first declares Procuring Agency to be in Default.

B. Appropriations. Procuring Agency may terminate this Agreement if required by changes in State or federal law, or so ordered by a court of competent jurisdiction, or due to insufficient appropriations made available by the United States Congress and/or the State Legislature concerning the Parties' performance hereunder. Procuring Agency's determination concerning whether sufficient appropriations are available will be deemed fully accepted by Contractor and will be final. In the event Procuring Agency terminates this Agreement pursuant to this subparagraph B, Procuring Agency will provide Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.

C. Notice; Opportunity to Cure.

1. Except as otherwise provided in Paragraph (B), immediately above, Procuring Agency will give Contractor written notice of Procuring Agency's intended termination at least thirty (30) days prior to the effective termination date.

2. Contractor will give Procuring Agency written notice of Contractor's termination at least thirty (30) days prior to Contractor's effective termination date, which notice will (i) identify Procuring Agency's material Default(s) upon which Contractor bases its termination, and (ii) state the measures Procuring Agency should implement to cure such material Default(s). Contractor's termination notice to Procuring Agency will only take effect: (i) if Procuring Agency fails to commence curing Procuring Agency's material Default(s) within Contractor's thirty (30) day notice period, or (ii) in the event Procuring Agency cannot commence to cure its material Default(s) within Contractor's thirty (30) day notice period, Procuring Agency will issue a written notice to Contractor concerning: (a) Procuring Agency's intent to cure, and (b) Procuring Agency's commencement of the due diligence necessary to cure its material Default.

3. Notwithstanding the foregoing, Procuring Agency may terminate this Agreement immediately upon its written notice sent to Contractor: (i) in the event Contractor becomes

patently unable to deliver the Deliverables, as Procuring Agency may, in its sole and exclusive discretion, determine; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the State Purchasing Agent; or (iii) this Agreement is terminated pursuant to Article 5, above.

D. Liability. Except as otherwise expressly allowed or provided hereunder, Procuring Agency's sole liability upon termination by either Party will be to compensate Contractor for Contractor's Acceptable work performed prior to Contractor's receipt or issuance of a written termination notice; provided, however, that a notice of termination issued by either Party will not nullify or otherwise affect either Party's liability for pre-termination defaults hereunder. Contractor will submit a Payment Invoice to Procuring Agency for Contractor's Acceptable work within thirty (30) days of receiving or issuing a notice of termination.

THE PROVISIONS CONTAINED WITHIN THIS ARTICLE 6 ARE NOT EXCLUSIVE AND DO NOT ACT TO WAIVE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND EQUITABLE REMEDIES ENGENDERED BY CONTRACTOR'S DEFAULT HEREUNDER.

ARTICLE 7 – TERMINATION MANAGEMENT

A. Contractor's Duties. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all of Procuring Agency's other rights to receive Deliverables and other property hereunder, Contractor will:

1. Transfer, deliver, and/or make readily available to Procuring Agency every Deliverable, partially completed Deliverable, and any and all other property in which Procuring Agency has a financial interest, including but not limited to, any and all Procuring Agency Data and/or Procuring Agency Intellectual Property;
2. Not incur any further financial obligations for materials, services, or facilities hereunder absent Procuring Agency's prior written approval;
3. Terminate all of Contractor's purchase orders, procurements and subcontractors and will cease all work, except as Procuring Agency may direct, for the orderly completion of the Deliverables and the transition, if any, to a third party;
4. Take and effect all actions as Procuring Agency may direct, for the protection and preservation of the Deliverables, the Data, Procuring Agency's Intellectual Property and all other all Procuring Agency property as well as any and all records pertaining to, related to and/or required hereunder;
5. Agree in writing that Procuring Agency is not liable for any costs arising out of the termination other than the costs related to the Deliverables Accepted by Procuring Agency prior to the termination;
6. Cooperate fully in the closeout or transition of Contractor's activities to facilitate Procuring Agency's administration continuity with respect to Procuring Agency's ongoing projects and programs;
7. In the event this Agreement is terminated due to Contractor's Default, lack of performance and/or negligence or willful misconduct, which result(s) in funding reduction(s) to Procuring Agency from any governmental or other source, Contractor will remit the full amount of the funding reduction(s) to Procuring Agency within thirty (30)

days of the date of Procuring Agency's request to Contractor for remittance of the funding reduction(s);

8. Should this Agreement terminate due to Contractor's Default, Contractor will reimburse Procuring Agency for all costs arising from retaining one or more third party(ies) at potentially higher rates as well as for all other direct and indirect costs incurred by Procuring Agency following Contractor's Default up to the full amount of the total compensation stated in Article 3. B. above;

9. In the event this Agreement is terminated for any reason, or upon its expiration, Contractor will develop and submit for Procuring Agency's Acceptance a turnover plan ("Turnover Plan") at least ten (10) Business Days prior to the effective date of termination or expiration of this Agreement. Contractor's Turnover Plan will state Contractor's policies, procedures, and measures necessary to ensure: (1) the least disruption in the delivery of the Deliverables during Procuring Agency's transition of the Project to a third party; and (2) Contractor's cooperation with Procuring Agency and the third party with respect to Contractor's orderly transfer of all partial or completed Deliverables to Procuring Agency and the third party.

Contractor's Turnover Plan will consist of Contractor's orderly and timely transfer or return to Procuring Agency of any and all documents, files, Procuring Agency Data, the Software, the Source code, all other related software, documentation, the system turnover plan, IP Procuring Agency IP and other materials. Upon receipt of Procuring Agency's written request for such transfer or return, Contractor will, within five (5) Business Days, provide to Procuring Agency a copy of Contractor's most recent versions of all pertinent documents, files, Procuring Agency's Data, the Software, the Source Code, all other related software, documentation, the system turnover plan, IP Procuring Agency IP and other materials, whether provided by Procuring Agency or created by Contractor hereunder.

B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, Procuring Agency will:

1. Retain ownership of all Deliverables, Procuring Agency's Intellectual Property, Contractor's other work products hereunder, and all related documentation created by Contractor hereunder; and

2. Pay Contractor all amounts due for the Deliverables Accepted by Procuring Agency prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

A. General. **[Delete if this Agreement is between two public entities -** Contractor will defend, indemnify and hold harmless Procuring Agency, the State and their Employees free from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of Contractor's performance of this Agreement, which is caused by Contractor's or Contractor's Employees' negligent act(s) or failure(s) to act, during the time when Contractor, and/or any of Contractor's Employees, has delivered or is delivering the Deliverables hereunder. In the event that any action, suit or

proceeding related to the Deliverables is brought against Contractor and/or any of Contractor's Employees, Contractor will, as soon as practicable, but no later than two (2) Business Days after Contractor receives notice thereof, will notify, by certified mail, the legal counsel of Procuring Agency, the Risk Management Division of GSD, and DoIT.]

[**Use if this Agreement is between two public entities -** Neither Party will be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq.]

B. [**Delete if this Agreement is between two public entities -** The indemnification obligation hereunder will not be limited by the existence of any insurance policy or by any limitation concerning the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and will survive the termination of this Agreement. Money due or to become due to Contractor hereunder may be retained by Procuring Agency, as necessary, to satisfy any outstanding claim that Procuring Agency may have against Contractor.]

ARTICLE 9 – INTELLECTUAL PROPERTY

[**CHOICE #1 - Use this provision if Procuring Agency is to own the Intellectual Property:**]
Ownership. Procuring Agency IP will solely belong and inure to Procuring Agency for Procuring Agency's sole and exclusive use and benefit. Procuring Agency will own and control all right, title and interest to Procuring Agency IP on a worldwide basis. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and assigns will utilize, copy, re-compile, re-engineer, reverse engineer, create derivative works, or otherwise utilize Procuring Agency IP for Contractor's benefit or the benefit of any third party or for any purpose other than to fulfill Contractor's obligations hereunder. Contractor will not disclose Procuring Agency IP to any entity or person outside of Procuring Agency absent Procuring Agency's prior written permission.

Contractor will notify Procuring Agency, within ten (10) Business Days, of any IP created hereunder by Contractor, Contractor's Employees or Contractor's subcontractor(s), all of which IP will be considered Work For Hire and a part of Agency IP. Contractor, on behalf of itself and its Employees and subcontractor(s), will execute or will cause to have executed any and all written assignments and other document(s) necessary to ensure that ownership of such IP vests solely in Procuring Agency. Contractor will take no affirmative action(s) that might have the effect of vesting all or any portion of Procuring Agency IP in any person or entity other than Procuring Agency.

In the event, by judgment of a court of competent jurisdiction, Procuring Agency IP is deemed not to have been created or owned by Procuring Agency, Contractor will grant to Procuring Agency and the State, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify all or any portion of the disputed IP for Procuring Agency's and/or the State's continued use. Procuring Agency, together with DoIT, may extend to Contractor the privilege of utilizing all or any portion(s) of Procuring Agency IP through one or more intellectual property use license agreements that may be created separate and apart from this Agreement.

[CHOICE #2 - If the Parties agree that Procuring Agency will grant Contractor the right to own and/or use any Procuring Agency IP, delete the above language and insert the following language:]
In the event Procuring Agency grants Contractor the right to own and/or use any Procuring Agency IP, Contractor hereby acknowledges and grants to Procuring Agency and the State, a perpetual, non-exclusive, royalty free license to reproduce, publish, sell, trade, transfer, transmit, use, copy and modify any and all Procuring Agency IP.

ARTICLE 10 – INTELLECTUAL PROPERTY LICENSE AND INDEMNIFICATION

A. Intellectual Property License.. For the purpose of this Agreement, Contractor hereby grants Procuring Agency a full, complete and non-transferable right and license to utilize any and all of Contractor's Related Pre-Owned IP for so long as Procuring Agency utilizes the Software, Source Code and other Deliverables. Contractor does not grant Procuring Agency any right or license to utilize Contractor's Unrelated Pre-Owned IP. If Contractor expects that any of Contractor's Pre-Owned IP will be used by Contractor to fulfill the scope of work under this Agreement, it is Contractor's responsibility to make the Procuring Agency aware of such Pre-Owned IP in order to eliminate questions of ownership of such IP. If Contractor does use Pre-Owned IP to fulfill the scope of work under this Agreement and identifies such, Contractor, at Procuring Agency's request, hereby grants Procuring Agency a permanent, full, complete, non-sublicensable, and non-transferable right and license to utilize any and all such IP.

B. Intellectual Property Indemnification. At Contractor's sole expense, Contractor will defend Procuring Agency, the State and/or any other State entity against any claim brought or made by a third party alleging that any product, Service or Deliverable that Contractor provides hereunder infringes the third party's Intellectual Property (an "Infringement Claim"). Contractor will pay all costs, damages and attorney's fees and monetary damages that may be awarded as a result of such Infringement Claim(s) in addition to the amount of the judgment award(s). To qualify to receive Contractor's defense cost(s) and/or other payment(s) related to any Infringement Claim(s), Procuring Agency will:

1. Give Contractor written notice, within forty-eight (48) hours, of Procuring Agency's receipt of an Infringement Claim;
2. Work with Contractor to control the defense and settlement of the Infringement Claim(s); and
3. Cooperate with Contractor, in a reasonable manner, to facilitate Contractor's defense or settlement of the Infringement Claim(s).

C. Procuring Agency's Rights. In the event any product, Service or Deliverable that Contractor provides to Procuring Agency hereunder becomes, or in Contractor's opinion is likely to become, the subject of an Infringement Claim, Contractor will, at its sole cost and expense:

1. Provide Procuring Agency the right to continue using the product, Service or Deliverable and fully indemnify Procuring Agency against any and all third Infringement Claim(s) that may arise from Procuring Agency's use of the product, Service or Deliverable;
2. Replace or modify the product, Service or Deliverable so that such product, Service or Deliverable becomes non-infringing; or

3. Accept the return of the product, Service or Deliverable and refund an amount equal to the value of the returned product, Service or Deliverable, less the unpaid portion of the purchase price and any other amounts, which Procuring Agency owes to Contractor. Contractor's obligation will be void with respect to any product, Service or Deliverable modified by Procuring Agency to the extent the modification is the direct cause of the Infringement Claim.

ARTICLE 11 - WARRANTIES

A. General. Contractor hereby expressly warrants the Deliverable(s) will be correct in all aspects according to the specifications stated in the SOW and all generally accepted industry standards (the combination of which comprise the "Applicable Specifications"). Contractor's warranty includes, but is not limited to, Contractor's making correction(s) of defective Deliverable(s) and revision(s) of those defective Deliverables, as necessary, including Contractor's repair of deficiencies in the Deliverables that are discovered during testing, implementation, or post-implementation phases.

B. Software. **[CHOICE #1- Use only if the Parties intend to purchase or develop software.]** Contractor warrants that Software will be correct in all aspects according to the Applicable Specifications. Contractor further warrants that Software will meet the Applicable Specifications for **[INSERT # of years - recommend 6mo.-2yrs.]** years following Acceptance by the ELR and implementation by Procuring Agency. In the event Software fails to meet the Applicable Specifications during the warranty period, Contractor will correct the deficiencies, at no additional cost to Procuring Agency, so that the Software meets the Applicable Specifications. [**CHOICE #2 –** Not Applicable. The Parties agree there is no Software.]

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel ("Key Personnel") will not be diverted from this Agreement absent Procuring Agency's prior written approval. Key Personnel are those individuals Procuring Agency considers to be mandatory to the work to be performed hereunder. Contractor's Key Personnel hereunder will be:

[Insert Contractor and/or Subcontractor Key Personnel name(s) and title(s), as listed in their statewide price agreement or procurement method.]

B. Personnel Changes. In the event Contractor replaces any of its personnel, Contractor will make such replacement(s), with Contractor's other personnel of equal or superior ability, experience, and qualifications. Contractor's personnel replacements must be pre-approved in writing by Procuring Agency's Project Manager. For all of Contractor's personnel, Procuring Agency reserves the right to require submission of their resumes prior to receiving Procuring Agency's approval. In the event Contractor reduces the number of its personnel assigned to the Project for any reason, Contractor will, within ten (10) Business Days of its personnel reduction, replace those persons with the same or a greater number of persons with equal or superior ability,

experience, and qualifications, subject to Procuring Agency's prior written approval. Procuring Agency, in its sole and exclusive determination, may extend the time Contractor is allowed beyond the required ten (10) Business Day period concerning Contractor's replacement of its personnel. Contractor will include status reports to Procuring Agency concerning Contractor's personnel replacement efforts as well as the impact upon the progress of the Project due to the absence of Contractor's personnel. In addition, Contractor will make interim arrangements to assure that the progress of the Project remains unimpeded by the loss of any of Contractor's personnel. Procuring Agency reserves the right to require a change in Contractor's personnel in the event Contractor's personnel are not, in Procuring Agency's sole and exclusive determination, meeting Procuring Agency's standards and/or expectations.

ARTICLE 13 – INDEPENDENT CONTRACTOR STATUS

A. Independent Contractor. For the purposes of this Agreement, Contractor and Contractor's Employees are independent Contractors who produce and deliver the Deliverables to Procuring Agency. Contractor's Employees are neither employees nor agents of the State ("State Employees"). None of Contractor and Contractor's Employees will accrue State benefits, including but not limited to, leave, retirement, insurance, bonding, use of state vehicles, or any other benefits that may be afforded to State Employees as a result of Contractor's entering this Agreement. Contractor acknowledges and agrees that all sums received hereunder are either reportable as a separate business entity or are, in the event Contractor operates as a sole proprietorship, personally reportable by Contractor for income and GRT tax purposes as self-employment or business income and are reportable for self-employment tax.

B. Subject of Proceedings. Contractor warrants that neither Contractor nor any of Contractor's Employees are presently subject to any litigation or administrative proceeding before any court or administrative body which could adversely affect Contractor's ability to perform hereunder; nor, to the best of Contractor's knowledge, information or belief, is any such litigation or proceeding presently threatened against Contractor or any of Contractor's Employees. In the event any such proceeding is initiated or threatened during the term of this Agreement, Contractor will immediately disclose such initiation or threat to Procuring Agency.

ARTICLE 14 - CHANGE MANAGEMENT

Change Request Process. In the event circumstances warrant Contractor making a Change to accomplish the SOW, Contractor will submit a Change Request to Procuring Agency. Each Change Request must meet the following criteria:

1. The Project Manager will draft a written Change Request for the ELR's review and approval, including:
   (a) the name of the person requesting the Change;
   (b) a summary of the requested Change;
   (c) the start date for the requested Change;
   (d) the reason and necessity for the requested Change;

(e) the elements in the Deliverable(s) and/or the SOW that must be altered in order for Contractor to produce and deliver the Change; and

(f) the impact of the Change upon the Project.

2. The ELR will provide a written decision concerning each Change Request to Contractor within ten (10) Business Days of the ELR's receipt of each Change Request. All decisions made by the ELR concerning a Change Request will be deemed final. Each Change Request, once approved by the ELR, will be integrated into the SOW through an Amendment executed by the Parties if required by Article 25, Section 2.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

A. In the event IV&V Professional Services are used for the Project associated with this Agreement, Contractor will fully comply and cooperate with the IV&V vendor. Contractor's cooperation includes, but is not limited to:

1. Providing the Project documentation;
2. Allowing the IV&V vendor to attend Project related meetings; and
3. Supplying the IV&V vendor with any/all other information and/or material(s) as may be directed by the Project Manager.

B. In the event the purpose of this Agreement is for Contractor to provide IV&V Professional Services, then Contractor will:

1. Submit its IV&V reports directly to DoIT's Project Oversight and Compliance Division (EPMO@state.nm.us) according to DoIT's IV&V Reporting Template and Guidelines located on DoIT's webpage: http://www.doit.state.nm.us/project_templates.html, with a copy to Procuring Agency.
2. Use a report format consistent with DoIT's IV&V Reporting Template and Guidelines located on the same DoIT website.

ARTICLE 16 – DEFAULT

In case of Contactor's Default, for any reason whatsoever, Procuring Agency and/or the State may procure the Deliverables from another source and hold Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages and special damages. Procuring Agency and/or the State may also seek all other available remedies against Contractor hereunder or which may be otherwise available under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision hereunder may cause Procuring Agency irrevocable harm and that a remedy at law for such a failure would constitute an inadequate remedy for Procuring Agency. Contractor consents to Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to

enforce such compliance. Procuring Agency's right to obtain equitable relief pursuant to this Agreement will be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor will be liable for damages arising out of injury to persons and/or damage to real, tangible or intangible property at any time, in any way, if and to the extent that the injury or damage was caused by or due to Contractor's fault or negligence or to a defect in Contractor's production or delivery of any Deliverable hereunder, whether Contractor produces or delivers the Deliverable in whole or part. Contractor will not be liable for damages arising out of, or caused by, alterations made by Procuring Agency to any equipment or its installation or for losses caused by Procuring Agency's fault or negligence. In the event Contractor's negligent or omitted production or delivery of any Deliverable results in a defect which is the direct or indirect cause of injury to any third party and/or employee of Procuring Agency or the State, nothing hereunder will act to limit Contractor's, or Contractor's Employees' liability to such third party and/or employee, or will act to limit any remedy that may exist under law or equity with respect to Contractor's and/or Contractor's Employees' negligent act or omission.

ARTICLE 19 – ASSIGNMENT

Contractor will not assign or transfer any of Contractor's interests, rights, responsibilities, duties, obligations and/or liabilities hereunder or assign any of Contractor's claims for money due or that might become due hereunder absent Procuring Agency's prior written approval.

ARTICLE 20 – SUBCONTRACTING

A. General Provision. Contractor will not subcontract or assign any portion of this Agreement or the SOW to any subcontractor absent Procuring Agency's prior written approval. No such subcontracting or assignment will relieve Contractor of its direct and indirect responsibilities, duties, obligations and/or liabilities hereunder, nor will any such subcontracting trigger or obligate Procuring Agency to make a payment, either directly or indirectly, to any subcontractor.

B. Responsibility for Subcontractors to Maintain Confidentiality. Contractor will not disclose any of Procuring Agency's or State's Confidential Information to a subcontractor absent Procuring Agency's prior written consent. Each subcontractor will agree in a written form pre-approved by Procuring Agency to protect and keep confidential any and all Confidential Information in the same manner required of Contractor stated in Article 22, below.

ARTICLE 21 – RELEASE

Contractor's Acceptance of Procuring Agency's final payment made hereunder will operate as Contractor's full release of Procuring Agency, the State, and their officers, employees and agents from any and all liabilities, claims and obligations whatsoever arising hereunder.

ARTICLE 22 – CONFIDENTIALITY

Contractor will protect and keep confidential any and all Confidential Information that Procuring Agency provides to Contractor as well as any and all Confidential Information that Contractor develops based upon information provided by Procuring Agency during Contractor's performance hereunder. Contractor will not make available or provide Confidential Information to any third party absent Procuring Agency's prior written approval. Upon termination of this Agreement, Contractor will: (a) deliver all Confidential Information in its possession to Procuring Agency within thirty (30) Business Days of the termination, and (b) Contractor will protect and will not make available or provide Confidential Information to any third party absent Procuring Agency's prior written approval for a period of five (5) years commencing on the termination or expiration date. Contractor acknowledges that Contractor's failure: (a) to deliver such Confidential Information to Procuring Agency, or (b) to protect and keep Confidential Information secret may result in Procuring Agency's seeking to obtain direct, special and/or incidental damages from Contractor.

ARTICLE 23 –CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's delivery of the Deliverables required hereunder. Contractor certifies that it has followed the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee.

ARTICLE 24 - RECORDS AND AUDIT

Contractor will maintain detailed time and expenditure records, which indicate the date, time, nature and cost of the Deliverables rendered during this Agreement's term and will retain those records for a period of [**Insert # of years, minimum is three (3) years**] from the date of Procuring Agency's final payment to Contractor hereunder. Contractor's records will be subject to inspection by Procuring Agency, DoIT's CIO, NMSPA, GSD, Department of Finance Authority and the New Mexico State Auditor's Office. Procuring Agency will have the right to audit Contractor's billings prior and subsequent to each of Procuring Agency's payments made to Contractor. Procuring Agency's payment for the Deliverables hereunder will not foreclose Procuring Agency's right to recover Procuring Agency's payments made to Contractor or its affiliates against Contractor's excessive or illegal Payment Invoices, if any.

ARTICLE 25 - AMENDMENT

This Agreement will not be altered, changed, or amended except by an instrument in writing executed by the Parties. No amendment will be effective or binding unless approved by all of the State's and Contractor's approval authorities. Amendments are required for the following:

1. Deliverable requirements stated in the SOW;
2. Due Date of any Deliverable stated in the SOW only if due date change requires extension of Article 5 termination date;
3. Compensation for any Deliverable stated in the SOW;
4. Agreement Compensation, pursuant to Article 3; or
5. Agreement termination, pursuant to Article 5.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. In the event 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 on the Project during the term of this Agreement, Contractor certifies, by signing this Agreement, to have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to those employees in the event the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor will 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. Contractor's records are subject to review and audit by a representative of the State.

C. Contractor will advise Contractor's Employees concerning the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://www.bewellnm.com.

D. For Indefinite Quantity, Indefinite Delivery contracts (statewide or agency price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against them); Contractor agrees those requirements will become applicable on the first day of the second month after Contractor reports its combined sales (to the State and, if applicable, to local public bodies in the event those sales are made pursuant to a statewide or agency price agreement) in the aggregated amount of $250,000 or more.

ARTICLE 27 – SEVERABILITY, MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severability. The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court, agency or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees will be valid or enforceable unless stated in this Agreement.

ARTICLE 28 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement will be in writing and will be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or by email addressed to the other Party's Representative.

Notices will be addressed as follows:

For PROCURING AGENCY
[Insert: Name of Individual, Position
Procuring Agency Name
E-mail Address
Telephone Number
Mailing Address]

For CONTRACTOR
[Insert Name of Individual, Position
Company Name
E-mail Address
Telephone Number
Mailing Address]

Any change made concerning either a change of address or a replacement of a Party's Representative must be made in an email or a hard copy letter addressed to the other Party's Representative.

ARTICLE 29 – GENERAL PROVISIONS

A. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, including but not limited to:

1. Civil and Criminal Penalties. 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.
2. Equal Opportunity Compliance. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, pertaining to

equal employment opportunity. In accordance with all such laws of the State, Contractor will assure that no person in the United States will, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, 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 hereunder. In the event Contractor is found to be out of compliance with these requirements during the life of this Agreement, Contractor will take appropriate measures to correct its deficiencies.

3. Nondiscrimination. Contractor, and all deliverables under this Agreement, shall comply, as applicable, with the Federal Civil Rights Act of 1964, the American with Disabilities Act of 1990 (Public Law 101-336), and every other federal and state law that prohibits discrimination or mandates accommodation for disability, injury, sickness, disease or specified hardship. Any deliverable constituting an interactive or informational system or display solely for use or consumption by a public employee shall comply with accessibility standards for a comparable system or display used or consumed by a member of the public.

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

B. Applicable Law. The laws of the State will govern this Agreement. Venue will be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By executing this Agreement, Contractor acknowledges and will submit to the jurisdiction of the courts of the State over any and all such lawsuits arising hereunder.

C. Waiver. A Party's failure to require strict performance of any provision of this Agreement will 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 hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties or obligations hereunder.

D. Headings. Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section or provision of this Agreement or the SOW. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

E. Dispute Resolution. In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process, such as mediation or arbitration, in accordance with NMSA 1978
12-8A-1 through 12-8A-3.

ARTICLE 30 - SURVIVAL

The Articles titled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties will survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into by the Parties in conjunction with this Agreement will survive the expiration or

termination of this Agreement. [**Choice #1** – Other unexpired agreements, promises, or warranties that will survive the termination of this Agreement are: (list here.)]

ARTICLE 31 - TIME

Calculation of Time. Any time period herein calculated by reference to a "day" or "days" means a calendar day or calendar days, unless Business Days are used; provided, however, that in the event the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State, the day for such given act will be the first day following that is not a Saturday, Sunday, or a State observed holiday.

ARTICLE 32 – FORCE MAJEURE

Neither Party will be liable for damages or have any right to terminate this Agreement for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party's control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

[IF APPLICABLE, ADD ANY PROCURING AGENCY'S GRANT SPECIFIC OR AGREEMENT SPECIFIC ARTICLES STARTING AT THIS POINT.]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

By:_____ Date:_____
[Insert Procuring Agency Cabinet Secretary Name], Cabinet Secretary
[Insert Agency Name]

By: _____ Date:_____
[Insert Contractor Name, Title]
[Company Name]

By: _____ Date:_____
[Insert Procuring Agency CIO Name], Chief Information Officer

[Insert Procuring Agency Name]

Approved for legal sufficiency:

By: _____ Date:_____
[Insert Procuring Agency General Counsel Name], General Counsel
[Insert Procuring Agency Name]

Approved for financial sufficiency:

By: _____ Date:_____
[Insert Procuring Agency Chief Financial Officer Name], Chief Financial Officer
[Insert Procuring Agency Name]

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

BTIN ID Number: Enter this number before uploading to DocuSign

By: _____ Date:_____
Taxation & Revenue Department

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: _____ Date:_____
Manny Barreras, Cabinet Secretary & State Chief Information Officer
Department of Information Technology

This Agreement has been approved by the General Services Department, State Purchasing Division:

By: _____ Date:_____
State of New Mexico, State Purchasing Division

EXHIBIT A – SCOPE OF WORK

I. Purpose:

The Purpose of this Agreement, including its goals and objectives are:

[Include a brief narrative that describes the work to be conducted by the Contractor and include the project's goals and objectives. Performance measures and activities are not required, but if being included, do so in this section.]

[If applicable, insert **Certified Project Name: Name**]

II. The Deliverables:

The following sections describe the required tasks and subtasks to be performed by Contractor concerning each service or product delivered by Contractor to Procuring Agency (a "Deliverable") pursuant to this Agreement. Contractor will deliver each Deliverable, but Contractor is not limited to delivering only the identified Deliverables in a given area of the Project. The Parties agree that the Deliverables are the controlling items and that Contractor's primary obligation is to deliver the Deliverables to Procuring Agency according to the following sections.
[Procuring Agency may identify as many Deliverables, with as many associated tasks and subtasks, as may be needed for Contractor to accomplish the Scope of Work.]

A. Sample Deliverable Number 1 – [Insert name of deliverable. Name of deliverable here should be the same as the deliverable name in the table.]

Deliverable Name	Due Date	Compensation

[Insert name of deliverable. Deliverable name here should be the same as the name used in the title line above the table.]	[Due dates must be stated to facilitate Procuring Agency and Contractor's efforts to monitor project progress. Insert actual date this deliverable is due. If an actual date is not available, enter a no later than date.]	· [Total Compensation not to exceed $ amount, including __% GRT of $ amount or excluding GRT; To be Paid (include frequency of payment, Monthly, Quarterly, Upon Review and Acceptance or if one payment, indicate Fixed Cost to Be Paid in Full Upon Invoice) at $ amount rate per hour, hours not to exceed XX. If retainage, include: Less __% retainage of $ amount.] Amount Payable on Acceptance Not to Exceed $ amount including or excluding GRT.

Task Item	Sub Tasks	Description
[Insert Name of Task 1 or tasks to be performed for each Deliverable.]	**Sub 1 through however many subtasks are needed to accomplish Task 1, which leads to the number of Tasks needed to accomplish Deliverable 1.**	· [Insert Description. Use active verbs to describe the tasks and subtasks to be completed. Begin the statement by assigning responsibility for the party completing the task, for example, The Contractor will. Contractor name should not be used, only the term Contractor, as stated in the first sentence of this template. Also, references to the agency name should not be used, instead use Procuring Agency. Note that Contractor and Procuring Agency are capitalized.] · [Include the expected deliverable and the agreed upon format. For example, weekly reports to be delivered in Word format, schedule to be delivered in Microsoft Project format. If there is a designated repository the Contractor should use for storing files, include here.] · [Conclude with review and acceptance of the deliverable by the Procuring Agency.]

B. Deliverable Number 2 – Project Management Services

Deliverable Name	Due Date	Compensation

Project Management Services	To Begin Upon Contract Execution Through June 30, 2022	· Total Compensation Not to Exceed $259,200 including 5.125% GRT of $13,284; To be Paid Monthly at a Rate of $135 per Hour including GRT, Not to Exceed 480 hours.

Task Item	Sub Tasks	Description
2.0 Stakeholder Management		· Contractor will initiate stakeholders and develop and maintain a current stakeholder registry. · Contract will schedule interviews with stakeholders.
2.1 Gather and Develop Requirements		· Contractor will schedule meetings with subject matter experts and stakeholders to gather and develop requirements to be delivered in a Requirements Traceability Matrix. · Contractor will develop and deliver a work breakdown structure.
2.2 Project Management Plan		· Contractor will develop and maintain an updated Project Management Plan to include integration, scope, schedule, cost, quality, resources, communication, risk, procurement and stakeholder plans in Microsoft Word format. · Contractor Project Management Plan shall clearly identify process, procedures and plans for completion of project activities. Project Management Plan shall be reviewed and approved by the Procuring Agency.
2.3 Establish Project Governance		· Facilitate the development of an Executive Steering Committee (ESC) and Project Steering Committee in collaboration with the Procuring Agency. Provide organizational charts to include participants and illustrate reporting responsibilities. · Provide project team member management.
2.4 Manage Risks and Issues		· Develop risk and issues logs, mitigate risks and manage identified issues through communications with ESC and Project Steering Committee.

2.5 Project Documentation		· Develop materials required for Project Certification Committee to include certification request form, presentation, project charter, project management plan and any additionally requested information. · Develop materials required for Technical Architecture Review Committee (TARC) to include TARC request form, system design document, security questionnaire, business continuity plan, operations and support plan, any additionally requested information. · Develop monthly project status reports and deliver to Procuring Agency and epmo@state.nm.us.
2.6 Review and Acceptance		· All materials developed for this deliverable will be presented to the Procuring Agency for review and acceptance.

C. Deliverable Number 3 – IV&V Initial Assessment

Deliverable Name	Due Date	Compensation
IV&V Initial Assessment	To Begin Upon Contract Execution Through June 30, 2022	· Total Compensation Not to Exceed $15,181.25 including 5.125% GRT of $778.03; Fixed Cost to be Paid in Full Upon Procuring Agency Review and Acceptance.

Task Item	Sub Tasks	Description
3.0 Initial Assessment	3.1	The Contractor shall provide an initial review of the activities required early in the project, particularly as it relates to planning. This will include a high-level review of previous activities conducted since project inception.
	3.2	The Contractor shall assess the project management processes and project organization and verify that lines of reporting and responsibility provide solid managerial/sponsor oversight of the project.
	3.3	The Contractor shall verify that project team roles and responsibilities of key project personnel are well-defined both for business and technical ownership of the project's tasks and activities.

	3.4	The Contractor shall evaluate risk and issue management including processes for monitoring and tracking risks and issues.
	3.5	The Contractor shall evaluate and make recommendations on the estimating and scheduling process of the project to ensure that the project planning assumptions, budget and resources are adequate for the work-breakdown structure and schedule.
	3.6	The Contractor shall assess coordination, communication and management to verify that the Procuring Agency is communicating appropriately and not working independent of one another.
Review and Acceptance	3.8	The Contractor shall deliver the report to the Department of Information Technology (DoIT), Project Oversight and Compliance Division at epmo@state.nm.us), the Procuring Agency Chief Information Officer (CIO) and any other designated Procuring Agency recipients for review and acceptance.

D. Deliverable Number 4 – Retainage Release [Include for fixed price deliverable contracts over $500,000 or other instances when retainage is held]

Deliverable Name	Due Date	Compensation
Retainage Release	[Insert date payment is due.	· Total Compensation not to exceed $ Amount, including/excluding GRT.]

Task Item	Sub Tasks	Description
4.0 Retainage Release	**Notice of Acceptance of All Deliverables**	Procuring Agency shall release payment for the retainage invoice, representing retainage held against this contract, upon review and acceptance of the Deliverables specified in this scope of work.

APPENDIX G
PROCUREMENT LIBRARY

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

1. The current test blueprints, test specifications, performance level descriptors (PLDs), and related technical materials for the NM-MSSA are available on the NMPED Assessment Bureau and Cognia New Mexico program sites. The primary landing page for NM-MSSA resources is https://web.ped.nm.gov/bureaus/assessment/mssa-resources/.

2. **Blueprints.** From this page, vendors can access the most recent NM-MSSA English language arts and mathematics test blueprints and specifications, such as the NM-MSSA ELA Test Blueprint (https://newmexico.onlinehelp.cognia.org/wp-content/uploads/sites/10/2025/02/2025-NM-MSSA-ELA-SLA-Blueprint-Revised-January2025_to_post-HS_1.30.25.pdf) and the NM-MSSA Mathematics Test Blueprint (https://newmexico.onlinehelp.cognia.org/wp-content/uploads/sites/10/2024/12/NM-MSSA-MATH-Blueprint-Revised-2024_December_to_post_to_HSPage_Final.pdf).

3. **Performance Level Descriptors.** State-adopted NM-MSSA PLDs are available via the same NMPED resource page, which includes the ELA PLDs (https://web.ped.nm.gov/wp-content/uploads/2025/01/NM_2021_PLD_ELA_FINAL-1.pdf) **and** the mathematics PLDs (https://web.ped.nm.gov/wp-content/uploads/2025/01/NM_2021_PLD_Math_ADA_Final.pdf).

4. **State Standards.** NM-MSSA assessments are aligned to the New Mexico-adopted Common Core State Standards for ELA and mathematics. These standards can be found on the New Mexico adopted content standards page (https://web.ped.nm.gov/bureaus/instructional-materials/new-mexico-adopted-content-standards/).

5. **Student Volume Data**: NM-MSSA Paper-Based Testing Counts Spring 2026 https://docs.google.com/spreadsheets/d/13vMmSSZcyFgpEjeXawB3mk0ZTV-qDZxc0GMUlOC4qOo/edit?gid=0#gid=0

6. **Test Administration Volumes from School Year 2025-2026:**

Table 6.1 Digital Test Administration Volume for Regular and Accommodated Forms

Subject	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Total

Language Arts (English)	19,028	20143	19901	20003	20051	20261	119,387
Language Arts (Spanish Acc)	490	447	220	222	224	250	1,853
Math (English)	19,028	20,147	19,900	20,009	20,039	20,259	119,382
Math (Spanish Acc)	498	452	228	226	225	250	1,879
Total	**39,044**	**41,189**	**40,249**	**40,460**	**40,539**	**41,020**	**242,501**

Table 6.2 Paper-based Test Administration Volume for Regular and Accommodated Forms

Subject	Grade 3	Grade 4	Grade5	Grade 6	Grade 7	Grade 8	Total
Language Arts (English)	210	248	247	218	233	170	1,326
Language Arts (Spanish Acc)	2	3	0	2	1	4	12
Math (English)	209	248	247	218	233	170	1,325
Math (Spanish Acc)	2	3	1	2	1	4	13
Total	**423**	**502**	**495**	**440**	**468**	**348**	**2,676**

Table 6.3 Virtual School Test Administration Volume for Regular and Accommodated Forms

Subject	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Total
Language Arts (English)	244	275	280	427	494	677	2,397
Language Arts (Spanish Acc)	0	0	0	0	0	1	1
Math (English)	243	276	281	424	493	673	2,390
Math (Spanish Acc)	0	0	0	0	1	1	2
Total	**487**	**551**	**561**	**851**	**988**	**1,352**	**4,790**

APPENDIX H
ACRONYMS

Acronym	Full Expression
AERA	American Educational Research Association
AI	Artificial Intelligence
AI RMF	Artificial Intelligence Risk Management Framework
APA	American Psychological Association
API	Application Programming Interface
ASL	American Sign Language
ATP	Association of Test Publishers
CLR	Culturally and Linguistically Relevant
CR	Constructed Response
CSV	Comma-separated Values
DOK	Depth of Knowledge
EBSR	Evidence-Based Selected Response
ECR	Extended Constructed Response
EL	English Learner
ELA	English Language Arts
ESSA	Every Student Succeeds Act
FERPA	Family Educational Rights and Privacy Act
GenAI	Generative Artificial Intelligence
GSD	General Services Department
HITL	Human-in-the-Loop
HQIM	High-Quality Instructional Material
IDEA	Individuals with Disabilities Education Act

IEP	Individualized Education Program
IRT	Item Response Theory
ISR	Individual Student Report
ITC	International Test Commission
MC	Multiple Choice
MP	Multi-Part
NAEP	National Assessment of Educational Progress
NCME	National Council on Measurement in Education
NIST	National Institute of Standards and Technology
NM	New Mexico
NMAC	New Mexico Administrative Code
NM-MSSA	New Mexico Measures of Student Success and Achievement
NMPED	New Mexico Public Education Department
NM TAC	New Mexico Technical Advisory Committee
PLD	Performance Level Descriptor
QTI	Question and Test Interoperability
REST	Representational State Transfer
SCR	Short Constructed Response
SIS	Student Information System
SME	Subject-Matter Expert
SOR	Score of Record
SR	Selected Response
SWD	Student with Disabilities
SY	School Year
TEI	Technology-Enhanced Item

TXT	Text (file format)
UDL	Universal Design for Learning
UID	Unique Identifier
WCAG	Web Content Accessibility Guidelines