State Purchasing Division

OF THE

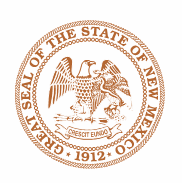
General Services Department

AND

Public Education Department

Request for Proposals (RFP) for

Grade 3-8 and High School General Populations Assessments in Language Arts and Mathematics



RFP# 90-924-19-24665

Released Jun 3, 2019

Proposal Due Date:

Jul 15, 2019, 12:00 PM NMT (New Mexico Time)

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# Introduction

## Definition of terminology

Key acronyms used in this RFP are defined as shown in Table 1. Key words and phrases used in this RFP are defined as shown in Table 2.

Table 1. Key acronyms and abbreviations used frequently in this RFP.

| Acronym | Definition |
| --- | --- |
| ALD | Achievement Level Descriptor |
| API | Application Programming Interface |
| APIP | Accessible Portable Item Protocol |
| BIE | Bureau of Indian Education |
| CCSS | Common Core State Standards |
| CCSS en Español | The Common Core State Standards for instruction in Spanish |
| CSEM | Conditional standard error of measurement |
| COB | Close of business (5:00 PM New Mexico time) |
| DFA | Department of Finance and Administration |
| DoIT | Department of Information Technology |
| EL | English Learner or English Language Learner |
| ELA | English Language Arts |
| EOD | End of day (11:59 PM New Mexico time) |
| ESSA | Every Student Succeeds Act |
| FERPA | Family Education Rights and Privacy Act |
| FTE | Full time employee |
| GSD | General Services Department |
| HS | High school |
| IDEA | Individuals with Disabilities Education Act |
| IEP | Individualized Education Plan |
| IT | Information Technology |
| K-12 | Kindergarten through grade 12 |
| 3-8 | Grades three through eight |
| LEA | Local Education Agency (district or state charter school) |
| NMAC | New Mexico Administrative Code |
| PED | Public Education Department |
| NMSA | New Mexico Statutes Annotated |
| NMT | New Mexico time (Mountain Daylight Time or Mountain Standard Time, whichever is in effect) |
| OTS | Off the shelf (i.e., an existing product, set of materials, or suite of services) |
| PD | Professional development |
| QTI | Question and Test Interoperability |
| RFP | Request for Proposals |
| SCD | Significant Cognitive Disabilities |
| SIS | Student Information System |
| SLA | Spanish Language Arts |
| SPA | State Purchasing Agent (the director of the General Services Department) |
| SPD | State Purchasing Division of the General Services Department |
| SWD | Student with Disabilities |
| TAC | Technical Advisory Committee |
| TAMELA | Transition Assessment of Math and ELA (comprised of New Meridian tasks) |
| XML | Extensible markup language |

Table 2. Key words and phrased used in this RFP.

| Key Word or Phrase | Definition |
| --- | --- |
| Agency | The State Purchasing Division of the General Services Department or the State Agency sponsoring the Procurement action. |
| Authorized Purchaser | An individual authorized by a Participating Entity to place orders against this contract. |
| Award | The final execution of the contract document. |
| Business Hours | 8:00 AM thru 5:00 PM NMT |
| Close of Business | 5:00 PM NMT. |
| Confidential | Confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this RFP can be considered confidential information. |
| Contract | Any agreement for the procurement of items of tangible personal property, services, or construction. |
| Contractor | Any business having a contract with a state agency or local public body. |
| Desirable | The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor. |
| Determination | The written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains. |
| Electronic Version/Copy | A digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed. |
| End of Day | 11:59 PM NMT |
| Evaluation Committee | A body appointed to perform the evaluation of Offerors’ proposals. |
| Evaluation Committee Report | A report prepared by the SPD Assigned Buyer and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement. |
| Finalist Offeror | An Offeror who meets all the mandatory specifications of this RFP and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee. |
| Help Desk Hours | From 7:00 AM through 7:00 PM NMT during the windows for test enrollment, test administration, and preliminary review of reports. For all other times it means from 7:00 AM through 3:30 PM NMT. |
| Hourly Rate | 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. |
| Mandatory | The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal. |
| Minor Technical Irregularities | Anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement. |
| Multiple Source Award | An award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror. |
| Offeror | Any person, corporation, or partnership who chooses to submit a proposal. |
| Price Agreement | A definite quantity contract or indefinite quantity contract which requires the Contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any. |
| Procuring Agency | All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements. |
| **SPD Assigned Buyer** | Any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto. |
| Project | 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. |
| Redacted | A version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed. |
| Request for Proposals (RFP) | All documents, including those attached or incorporated by reference, used for soliciting proposals. |
| Responsible Offeror | 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. |
| Responsive Offer | An offer which conforms in all material respects to the requirements set forth in the RFP. Material respects of an RFP include, but are not limited to price, quality, quantity or delivery requirements. |
| Sealed | In terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the SPD Assigned Buyer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the SPD Assigned Buyer in such cases. |
| Staff | Any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company. |
| State (the State) | The State of New Mexico. |
| State Agency | Any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies. |
| State Purchasing Agent (SPA) | The director of the State Purchasing Division (SPD) of the General Services Department (GSD). |
| Statement of Concurrence | An affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.) |
| Transition Assessment (TAMELA) | The Spring 2019 New Mexico Standards-Based Transition Assessment of Mathematics and English Language Arts, the mathematics and ELA state summative assessment administered in spring 2019. |
| Unredacted | A version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation. |
| Written | Typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc. |

## Bookmarked frequently used text

Table 3 contains bookmarks for frequently used words and phrases. Cross references throughout the RFP link back to these bookmarks so that the bookmarked words or phrases need be changed only in one location when a change is required. These are provided to Offerors so that they may also link back to these bookmarks. Offerors may not change the text in Table 3, but may add their own bookmarks in Table 4.

Table 3. Text bookmarked by PED.

| Bookmark description | Bookmarked text |
| --- | --- |
| Accessibility feature available to all students at any time (name) | Universal Tool |
| Accessibility feature available to all students at any time (acronym) | UT |
| Accessibility feature available to all, but only when prespecified (name) | Pre-Identified |
| Accessibility feature available to all, but only when prespecified (acronym) | PI |
| Accessibility feature with restricted access (accommodation, name) | Accommodation |
| Accessibility feature with restricted access (accommodation, acronym) | AC |
| Offeror label (any offeror) | Offeror |
| Offeror label (offeror selected to enter into contract negotiations) | Selected Offeror |
| Offeror label (offeror with which a contract is enacted) | Contractor |
| Offeror label (finalist before oral presentations) | Finalist Offeror |
| Offeror program manager with primary day to day responsibility for contracted services (title) | Offeror Program Manager |
| Offeror response box header reference | Offeror RESPONSE |
| Offeror response box inline reference | Offeror response |
| Deadline 1: PED releases RFP | Jun 3, 2019 |
| Deadline 2: Offerors request addition to distribution list | Jun 10, 2019 COB |
| Deadline 3: Offerors submit clarification inquiries to buyer/procurement manager | Jun 11, 2019, 12:00 PM NMT |
| Deadline 4: Buyer/procurement manager responds to inquiries | Jun 18, 2019, 12:00 PM NMT |
| Deadline 5: Offeror proposals received by procurement agency | Jul 15, 2019, 12:00 PM NMT |
| Deadline 6: Procurement agency and Evaluation Committee begin proposal evaluations | Jul 16, 2019 |
| Deadline 7 (anticipated): Procurement agency notifies finalists (and may invite them to present) | Jul 29, 2019 |
| Deadline 8 (anticipated): Procurement agency and Procurement Manager host finalists’ onsite presentations | Aug 2, 2019 |
| Deadline 9 (anticipated): Procurement agency receives best and final offers from finalists | Aug 5, 2019, 10:00 AM NMT\ |
| Deadline 10 (anticipated): Procurement agency and Evaluation Committee complete evaluations | Aug 5, 2019 |
| Deadline 11 (anticipated): Procurement agency notifies selected offeror of selection | Aug 6, 2019 COB |
| Deadline 12 (anticipated): Contract negotiations begin | Aug 7, 2019 |
| Deadline 13 (anticipated): Contract negotiations end | Sep 3, 2019 |
| Deadline 14 (anticipated): Contract signing | Sep 4, 2019 |
| Deadline 15: (anticipated): Procurement agency notifies all offerors of contract signing | Sep 4, 2019 |
| Deadline 16: (anticipated): Procurement agency awards contracts to winning offerors | Sep 4, 2019 |
| Deadline 17 (anticipated): Offeror protests received by protest manager | 15 days after notice of signing |
| Deadline 18 (anticipated): Contract goes into effect | Sep 4, 2019, 12:00 PM NMT |
| Deadline 19 (anticipated): Contract ends (no extensions) | Dec 31, 2024, 11:59 PM NMT |
| Deadline 20 (anticipated): Contract end (with all extensions) | Dec 31, 2029, 11:59 PM NMT |
| Proposal evaluation committee | Evaluation Committee |
| Protest manager label | Protest Manager |
| Protest manager address 1 (name) | Mr. Mark Hayden |
| Protest manager address 2 (title) | State Purchasing Agent and Director |
| Protest manager address 3 (government unit) | General Services Department |
| Protest manager address 4 (government subunit) | State Purchasing Division |
| Protest manager address 5 (street and number) | 1100 St. Francis Dr. |
| Protest manager address 6 (building and room) | Joseph M. Montoya State Building, Room 2016 |
| Protest manager address 7 (city, state, zip) | Santa Fe, NM 87505 |
| Protest manager email | Not Applicable |
| Protest manager fax number | Not Applicable |
| Protest manager phone number | Not Applicable |
| RFP label (used by the state procurement agency to describe an RFP) | Request for Proposals |
| RFP acronym (used by the state procurement agency to describe an RFP) | RFP |
| RFP number assigned by the state procurement agency | 90-924-19-24665 |
| RFP title | Grade 3-8 and High School General Populations Assessments in Language Arts and Mathematics |
| State (name) | New Mexico |
| State (two letter code) | NM |
| State (time zone reference) | NMT |
| State agency responsible for managing state IT and data systems under this RFP (name) | Department of Information Technology |
| State agency responsible for managing state IT and data systems under this RFP (acronym) | DoIT |
| State education agency (name) | Public Education Department |
| State education agency (acronym) | PED |
| State education agency division responsible for assessment (director title) | Deputy Secretary of Teaching, Learning, & Assessment |
| State education agency division responsible for assessment (name) | Division of Teaching, Learning, and Assessment |
| State education agency division responsible for assessment (acronym) | DTLA |
| State education agency division responsible for IT (name) | Information Technology Department |
| State education agency division responsible for IT (acronym) | ITD |
| State education agency office responsible for assessment (director title) | Director of Assessment |
| State education agency office responsible for assessment (name) | Assessment Bureau |
| State education agency office responsible for assessment (acronym) | Not Applicable |
| State education agency program manager with primary day to day responsibility (title) | PED Program Manager |
| State education agency program manager (supervisor title) | Deputy Director of Assessment |
| State education agency Procurement manager label | Procurement Manager |
| State education agency Procurement manager address 1 (name) | Kimber Sanchez |
| State education agency Procurement manager address 2 (title) | Not Applicable |
| State education agency Procurement manager address 3 (government unit) | Public Education Department |
| State education agency Procurement manager address 4 (government subunit) | Assessment Bureau |
| State education agency Procurement manager address 5 (street and number) | 300 Don Gaspar |
| State education agency Procurement manager address 6 (building and room) | Jerry Apodaca Building, Room 125 |
| State education agency Procurement manager address 7 (city, state, zip) | Santa Fe, NM 87501 |
| State education agency Procurement manager email address | [Kimber.Sanchez@state.nm.us](mailto:Kimber.Sanchez@state.nm.us) |
| State education agency Procurement manager fax number | (505) 827-6689 |
| State education agency Procurement manager phone number | (505) 827-6553 |
| State education agency Technical Advisory Committee (name) | Technical Advisory Committee |
| State education agency Technical Advisory Committee (acronym) | TAC |
| State procurement agency (name, may be the same as the Procurement Manager name) | General Services Department |
| State procurement agency (acronym, may be the same as the Procurement Manager acronym) | GSD |
| State procurement agency (legal shorthand) | Agency |
| State procurement agency buyer label | SPD Assigned Buyer |
| State procurement agency buyer address 1 (name) | Travis Dutton-Leyda |
| State procurement agency buyer address 2 (title) | IT Procurement Specialist |
| State procurement agency buyer address 3 (department) | General Services Department |
| State procurement agency buyer address 4 (office) | State Purchasing Division |
| State procurement agency buyer address 5 (street & number) | 1100 St. Francis Dr. |
| State procurement agency buyer address 6 (building & room) | Joseph M. Montoya State Building, Room 2016 |
| State procurement agency buyer address 7 (city, state, zip) | Santa Fe, NM 87505 |
| State procurement agency buyer email address | travis.dutton-leyda@state.nm.us |
| State procurement agency buyer fax number | Not Applicable |
| State procurement agency buyer phone number | (505) 827-0477 |
| State procurement agency purchasing division (acronym) | SPD |
| State procurement agency purchasing division (name) | State Purchasing Division |
| Student who is an English learner (singular) | EL |
| Students who are English learners (plural) | ELs |
| Student with disabilities (singular) | SWD |
| Students with disabilities (plural) | SWDs |
| Student with significant cognitive disabilities | Student with SCD |
| Students with significant cognitive disabilities | Students with SCD |

Table 4. Text bookmarked by Offeror.

| Bookmark description | Bookmarked text |
| --- | --- |
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## Key RFP procurement contacts

### SPD Assigned Buyer

The General Services Department has assigned a buyer to facilitate this RFP, whose contact information is given in Table 5.

Table 5. SPD Assigned Buyer contact information.

|  |  |
| --- | --- |
| Name: | Travis Dutton-Leyda |
| Title | IT Procurement Specialist |
| Address: | General Services Department  State Purchasing Division  1100 St. Francis Dr.  Joseph M. Montoya State Building, Room 2016  Santa Fe, NM 87505 |
| Telephone: | (505) 827-0477 |
| Fax: | N/A |
| Email: | travis.dutton-leyda@state.nm.us |

All deliveries of proposals via express carrier must be addressed to the SPD Assigned Buyer as follows:

Kimber Sanchez c/o Travis Dutton-Leyda

IT Procurement Specialist

RE: Grade 3-8 and High School General Populations Assessments in Language Arts and Mathematics (RFP #90-924-19-24665)

General Services Department

State Purchasing Division

1100 St. Francis Dr.

Joseph M. Montoya State Building, Room 2016

Santa Fe, NM 87505

### Protest Manager

Protests of the solicitation or award must be delivered by mail to the Protest Manager. As a Protest Manager has been named in this RFP, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this RFP. Emailed protests will not be considered as properly submitted nor will protests delivered to the SPD Assigned Buyer be considered properly submitted. The name and contact information for the Protest Manager is given in Table 6.

Table 6. Protest Manager contact information.

|  |  |
| --- | --- |
| Name: | Mr. Mark Hayden |
| Title | State Purchasing Agent and Director |
| Address: | General Services Department  State Purchasing Division  1100 St. Francis Dr.  Joseph M. Montoya State Building, Room 2016  Santa Fe, NM 87505 |
| Telephone: | Not Applicable |
| Fax: | Not Applicable |
| Email: | Not Applicable |

### Procurement Manager

PED has assigned a Procurement Manager who is responsible for the conduct of this procurement whose contact information is given in Table 7. The Procurement Manager leads the work of reviewing and evaluating proposals and will be the principal PED employee responsible for overseeing the work of any contract resulting from this RFP.

Table 7. Procurement Manager contact information.

|  |  |
| --- | --- |
| Name: | Kimber Sanchez |
| Address: | Public Education Department  Assessment Bureau  300 Don Gaspar  Jerry Apodaca Building, Room 12  Santa Fe, NM 87501 |
| Telephone: | (505) 827-6553 |
| Fax: | (505) 827-6553 |
| Email: | Kimber.Sanchez@state.nm.us |

Any inquiries or requests regarding this procurement should be submitted, in writing (via email), to the Procurement Manager. Offerors may contact ONLY the SPD Assigned Buyer regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the General Services Department.

## Purpose of this RFP

The purpose of this RFP is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of services to do the following:

* Develop, administer, score, and report on statewide summative assessments in grades 3-8 and high school in ELA and mathematics
* Develop, administer, score, and report on state-offered interim assessments that are similar in item types and design to the State’s summative assessments
* Develop curriculum materials and professional learning resources to support assessment literacy (e.g., 1-pagers, PPTs, video clips, learning modules).

## Background information

### The New Mexico educational system

New Mexico is a diverse state, and the schools located in New Mexico are equally diverse. Approximately 332,000 students attend public schools in New Mexico. The public school system (prekindergarten through grade 12) operates within 89 districts, containing 761 schools, governed by locally elected boards and superintendents.

In 1999, The Charter School Act passed, and start-up charter schools were allowed. There are now 98 charter schools in New Mexico, with 51 of those charter schools being authorized by the Public Education Commission (PEC) and serving as their own Local Education Agency (LEA). The remaining 47 charter schools operate under a performance contract with a public school district. Nineteen schools operate as state-supported schools to meet students with special needs, such as the NM School for the Deaf and the NM School for the Blind and Visually Impaired.

In addition to public schools, New Mexico also has 41 schools overseen by the Bureau of Indian Education (BIE), with 6 of those being tribally controlled schools. The BIE schools have historically followed New Mexico’s lead for assessments. Some years they have chosen to negotiate their own contact for the NM summative assessment.

Schools across New Mexico differ through geography and population. There are rural districts with enrollment as low as 50 total students from pre-kindergarten through twelfth grade, while the largest district serves nearly 84,000 students.

Nine regional education cooperatives are located throughout New Mexico and support 63 rural school districts, charter schools, and state-supported schools. Cooperative members also work directly with the New Mexico PED on state-wide projects and initiatives.

According to the PED’s 2017-2018 end of year enrollment count, students in New Mexico public schools had demographic characteristics as follows:

* 10.5% Native American;
* 1.6% Asian/Pacific Islander;
* 2.4% African American;
* 61.9% Hispanic;
* 23.6% Caucasian;
* 16.0% SWDs;
* 15.5% ELs (in the top five states); and
* 72.9% eligible for free or reduced lunch (one of the highest percentages in the nation).

Enrollment counts by district, school and grade are available in spreadsheets at the following link:

* <https://webnew.ped.state.nm.us/bureaus/information-technology/stars/>

### The New Mexico state assessment landscape

New Mexico is currently undergoing a transformation regarding its statewide assessment system. The impact of Executive Orders 2019-001 and 2019-002 (The Governor’s policy regarding the summative assessment is outlined in [two Executive Orders](https://www.governor.state.nm.us/2019/01/04/gov-lujan-grisham-issues-executive-orders-on-parcc-lt-gov-morales-to-assume-duties-of-secretary-at-public-education-department-while-search-continues/) available on the Governor’s Office website), announced on January 3, 2019 directs the state to transition away from the Partnership for Assessment of Readiness for College and Career (PARCC) assessment system. The vision of the newly appointed Secretary of Education and senior officials is to move toward a more balanced assessment system. In March 2019, PED announced a two-phased approach for re-envisioning a new statewide assessment system. A high level overview of this process is available at: <https://webnew.ped.state.nm.us/wp-content/uploads/2019/03/NM_Assessment-Sytem_PhaseOne_PhaseTwo-Revised_13.5.2019.pdf>. In order to provide an assessment system that meets the needs of state education stakeholders, the PED engaged in a series of community conversation. All public feedback has been documented and made available at <http://www.core-nmsu.org/>.

### Major statues, rules, and guidance

The federal statute governing New Mexico assessments is the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act ([ESSA](https://www2.ed.gov/policy/elsec/leg/esea02/pg2.html)), Title1, Part A, Subpart 1, Section 1111, (b), 3, C.The New Mexico state statute mandating which assessments are to be given is Section [22-2C-4](https://webnew.ped.state.nm.us/wp-content/uploads/2017/12/CCRB_graduation_NMSA.22-2C-4.Statewide.Assessment.and_.Accountabiity.System.pdf) NMSA 1978.The section of New Mexico Administrative Code setting forth academic standards is [6.29.1.M (1)](http://164.64.110.134/parts/title06/06.029.0001.html) NMAC. The section of code governing the administration of assessments is 6.10.7 NMAC, Standardized Testing Procedures & Requirements (revised effective December 27, 2018).

## Scope of procurement

### Term of resulting contract

The term of a resulting contract will be for providing assessment services for five full school years and five optional renewal years. The extended length is a result of a need for a stable state assessment system. Table 8 identifies the school years potentially covered by a contract awarded based on this RFP:

Table 8. Key dates for contracts awarded via this RFP.

|  |  |
| --- | --- |
| **School Year** | **Contract Term Date** |
| 2019-2020 | First year of the 5-year contract |
| 2023-2024 | Last year of the 5-year contract |
| 2024-2025 | First optional extension year |
| 2028-2029 | Last optional extension year |

It is expected that Contractor services will start before or during the 2019-20 school year to prepare for assessment and professional development services provided in that school year. It is also expected that services will be required after the last school year of the contract to complete all documentation, reporting, professional development services, data and records transfer to PED and/or a successor Contractor, and to participate fully in transition meetings with a successor Contractor to ensure a successful next year of testing.

### Services to be procured

The services to be procured via this RFP are in service of the vision for a New Mexico balanced assessment system is described in section IV.F. The components of that vision to be procured via this RFP are delineated in Table 9, with both a descriptive label and a brief label used throughout the remainder of this RFP:

Table 9. Assessment system components to be procured via this RFP.

|  |  |
| --- | --- |
| **Descriptive Label** | **Brief Label** |
| *Required* summative assessment (ELA/math grades 3-8) | Summative 3-8 ELA/math |
| *Optional* summative assessment (ELA/math grades 9-10) | Summative 9-10 ELA/math |
| *Optional* summative assessment (SLA grades 3-8) | Summative 3-8 SLA |
| *Optional* interim assessment (ELA/math grades 3-12)[[1]](#footnote-2) | Interim 3-12 ELA/math |
| *Optional* interim assessment (ELA/math grades K-2) | Interim K-2 ELA/math |
| *Platform* for local summative/interim assessment | Local K-12 platform |
| *Support* for local summative/interim operations | Local K-12 operations |
| *Required* college admission assessment (grade 11) | Summative college admission |
| Assessment/data literacy materials/resources development[[2]](#footnote-3) | Assessment literacy K-12 |

### Out of scope

The selected Contractor(s) **will not** be required to participate in transition meetings with the Contractor currently providing services that the selected Contractor(s) will take over as a successor[[3]](#footnote-4). The selected Contractor(s) will not be responsible for any science assessment (summative, interim, or formative/instructional), alternate assessment for Students with SCD, or English language proficiency assessment for ELs. The selected Contractor will not be responsible for the infrastructure to deliver professional learning materials and training for assessment and data literacy.

## 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 the electronic version of this document through your own internet connection. The library contains *Procurement Regulations and Request for Proposal – RFP instructions*: <https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>.

# Conditions governing the procurement

This section of the RFP contains the schedule, description and conditions governing the procurement.

## Sequence of events

The SPD Assigned Buyer will make every effort to adhere to the schedule shown in Table 10:

Table 10. Sequence of events.

| Event | Responsible party | Due date (and time) |
| --- | --- | --- |
| Issue RFP | State Purchasing Division | Jun 3, 2019 |
| Acknowledgment of receipt | Potential Offerors | Jun 10, 2019 COB |
| Submit written questions | Potential Offerors | Jun 11, 2019, 12:00 PM NMT |
| Respond to written questions | SPD Assigned Buyer | Jun 18, 2019, 12:00 PM NMT |
| Submit proposals | Offerors | Jul 15, 2019, 12:00 PM NMT |
| Evaluate proposals\* | Evaluation Committee | Jul 16, 2019 - Aug 5, 2019 |
| Notify Finalist Offeror(s)\* | State Purchasing Division | Jul 29, 2019 |
| Provide oral presentation(s)\* | Finalist Offerors | Aug 2, 2019 |
| Submit best and final offers\* | Finalist Offerors | Aug 5, 2019, 10:00 AM NMT |
| Identify Selected Offeror(s)\* | Evaluation Committee | Aug 5, 2019 |
| Notify Selected Offeror(s)\* | SPD Assigned Buyer | Aug 6, 2019 COB |
| Begin contract negotiations\* | State Purchasing Division and Selected Offeror(s) | Aug 7, 2019 |
| End contract negotiations\* | State Purchasing Division and Selected Offeror(s) | Sep 3, 2019 |
| Sign contract(s)\* | State Purchasing Division and Selected Offeror(s) | Sep 4, 2019 |
| Notify all Offerors of signing\* | State Purchasing Division | Sep 4, 2019 |
| Award contract(s)\* | State Purchasing Division | Sep 4, 2019 |
| Protest deadline\* | Offerors | 15 days after notice of signing |
| Contract start\* | State Purchasing Division and Selected Offeror(s) | Sep 4, 2019, 12:00 PM NMT |

\* Anticipated date

## Explanation of events

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

### Issue RFP

This RFP is issued on behalf of the New Mexico Public Education Department (PED).

### Acknowledgment of receipt

Potential Offerors should hand deliver via email the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (APPENDIX A: Acknowledgment of Receipt), to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the SPD Assigned Buyer as indicated in the sequence of events. The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the *APPENDIX A:* Acknowledgment of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.

### Submit written questions

Potential Offerors may submit written questions to the SPD Assigned Buyer as to the intent or clarity of this RFP as indicated in the sequence of events. All written questions must be addressed to the SPD Assigned Buyer as declared in Section II.B.3. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

### Respond to written questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror’s that provide *APPENDIX A:* Acknowledgment of Receipt forms described in Section II.B.2 before the deadline. Additional copies will be posted to: <https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>.

### Submit proposals

All Offeror proposals must be received for review and evaluation by the SPD Assigned Buyer or designee NO LATER THAN THE DATE AND TIME INDICATED IN THE SEQUENCE OF EVENTS. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager c/o the SPD Assigned Buyer at the address listed in Section I.C.1. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Grade 3-8 and High School General Populations Assessments in Language Arts and Mathematics (RFP #90-924-19-24665).

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, 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 RFP. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

### Evaluate proposals

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.

### Notify Finalist Offeror(s)

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per the schedule described in section II.A or as soon as possible. A schedule for the oral presentation (if required) and demonstration will be determined at this time.

### Provide oral presentation(s)

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per the schedule described in section II.A or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and the General Services Department.

### Submit best and final offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per described in section II.A or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror’s oral presentation and demonstration.

### Identify Selected Offeror(s)

After oral presentations and submission of best and final offers, the Evaluation Committee and the General Services Department will finalize the evaluations and identify Selected Offerors.

### Notify Selected Offeror(s)

The Procurement Manager will notify the Selected Offerors and invite them to begin contract negotiations.

### Begin contract negotiations and End contract negotiations

Contract negotiations will begin with a target date for completing contract negotiations. Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per the schedule described in section II.A or as soon thereafter as possible. This date is subject to change at the discretion of the SPD or relevant Agency Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

### Sign contract(s)

Contract(s) will begin routing for signatures, as per state required procedures, immediately following the end of contract negotiations.

### Award contract(s)

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule described in section II.A or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office. The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and the Public Education Department taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

### Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this RFP, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this RFP. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm NMT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Mr. Mark Hayden

State Purchasing Agent and Director

General Services Department

State Purchasing Division

1100 St. Francis Dr.

Joseph M. Montoya State Building, Room 2016

Santa Fe, NM 87505

Protests received after the deadline or submitted to a different person will not be accepted.

### Contract start

The work is anticipated to start immediately upon contract award to ensure that the short timeline to the Spring 2020 testing window is accounted for.

## General requirements

### Acceptance of conditions governing the procurement

Potential Offerors must indicate their acceptance of the Conditions governing the procurement (section II) in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section VII of this RFP.

### 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.

### 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 Contractor will make payments to only the prime Contractor.

### 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.

### Amended proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The General Services Department personnel will not merge, collate, or assemble proposal materials.

### Offeror’s rights to withdraw proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the SPD Assigned Buyer and signed by the Offeror’s duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

### 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.

### Disclosure of proposal contents

Proposals will be kept confidential until negotiations and the award are completed by the State Purchasing Division (SPD). At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The SPD Assigned Buyer will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

* Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal;
* Confidential data is restricted to:
  + confidential financial information concerning the Offeror’s organization;

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

**PLEASE NOTE:** The price of products offered, or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the State Purchasing Division or the General Services Department shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

### No obligation

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

### Termination

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

### 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.

### Legal review

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

### 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.

### Basis for proposal

Only information supplied, in writing, by the General Services Department through the SPD Assigned Buyer or in this RFP should be used as the basis for the preparation of Offeror proposals.

### Contract terms and conditions

The contract between an agency and a Contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract (APPENDIX C: Sample contract). However, the contracting 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.

The General Services Department discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the General Services Department (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.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C: Sample contract) 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 General Services Department and will result in disqualification of the Offeror’s proposal.

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

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

### Offeror’s terms and conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the General Services Department. Deviations from the terms and conditions delineated in this RFP may be incorporated into proposal evaluation, including but not limited to determining whether the additional terms and conditions shift additional risk or burden onto the General Services Department, the PED, its clients, or its stakeholders.

### Contract deviations

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

### 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.

### 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.

### Change in Contractor representatives

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

### 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.

### Agency rights

The General Services Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror’s proposal.

### Right to publish

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

### Ownership of proposals

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

### Confidentiality

Any confidential information provided to, or developed by, the Contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency. The Contractor agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

### Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. See also Section II.B.4.

### Use of electronic versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>.

**NOTE: Submissions through SPD’s eProcurement system will not be accepted.**

### New Mexico employees health coverage

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.

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.

Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://www.insurenewmexico.state.nm.us/>.

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.

### Campaign contribution disclosure form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B: Campaign contribution disclosure form), 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.

### Letter of transmittal

Offeror’s proposal must be accompanied by the Letter of Transmittal Form (APPENDIX D: Letter of transmittal form) which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

### Identify the submitting business entity

Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.

Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).

Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.

Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.

Describe the relationship with any other entity which will be used in the performance of this awarded contract.

Identify the following with a check mark and signature where required:

**Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II.C.1;

**Explicitly** indicate acceptance of Section VII of this RFP; and

Acknowledge receipt of any and all amendments to this RFP.

Be signed by the person identified in paragraph 2 of this section.

### Pay equity reporting requirements

If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249), located at <https://www.generalservices.state.nm.us/statepurchasing/pay_equity.aspx>, if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state Contractor and fulfilled directly by the out-of-state Contractor, and not passed through a local Contractor.

For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor (s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

### Disclosure regarding responsibility

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:

* is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
* 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;
* 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;
* 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:
  + The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  + 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
* 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.

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.

# Response format and organization

## Number of responses

Offerors shall submit only one proposal in response to this RFP as a **Prime Contractor**. Offerors may be incorporated into one or more additional proposals in a **subcontracting** role.

## Number of copies

### Hard copy responses

Offeror’s proposal must be clearly labeled and numbered and indexed as outlined in Section III.C. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

**Technical Proposals** – One (1) ORIGINAL, five (5) HARD COPIES and five (5) electronic copies of the proposal containing ONLY the Technical Proposal each on a separate USB flash drive; ORIGINAL and COPY shall be in separate labeled binders.Proposals containing confidential information **must** be submitted as two separate binders:

o   **Unredacted** version for evaluation purposes. If submitting unredacted, One (1) ORIGINAL, five (5) HARD COPIES and five (5) electronic copies of the proposal containing ONLY the Unredacted Technical Proposal each on a separate USB flash drive.

o   **Redacted** version(information blacked out and not omitted or removed) for the public file. One redacted original should be submitted and one (5) electronic copies of the proposal containing ONLY the Redacted Technical Proposal on a separate USB flash drive

**Cost Proposals** – One (1) ORIGINAL, five (5) HARD COPIES, and one (1) electronic copy of the proposal containing ONLY the Cost Proposal on a USB flash drive; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals.

**The electronic copy(ies) can NOT be emailed.** The electronic version/copy of the technical and cost proposals **must** be identical to the hard copy. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and Section III.C.1 may be deemed non-responsive and rejected on that basis.

### Electronic responses

PED will not accept technical proposals solely in electronic format. Proposals must be submitted in hardcopy with accompanying electronic copies as described in section III.B.1.

## Proposal format

All proposals must be submitted as follows:

* Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.
* Organization of folders/envelopes for hard copy proposals:

### Proposal content and organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

**Technical Proposal** (Binder 1):

* Signed Letter of Transmittal
* Signed Campaign Contribution Form
* Table of Contents
* Proposal Summary (Optional)
* Response to Contract Terms and Conditions
* Offeror’s Additional Terms and Conditions
* Response to Specifications **(except cost information which shall be included in Cost Proposal/Binder 2 only)**
* Organizational Experience
* Organizational References
* Proposed Oral Presentation Outline
* Response to Mandatory Specifications interspersed in Specifications section
* Response to Desirable Specifications interspersed in Specifications section
* Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.
* Performance Surety Bond
* New Mexico Preferences (If applicable)
* Other Supporting Material (If applicable)
* USB flash drive with an electronic copy of the Technical Proposal only as described in section III.B.1.

**Cost Proposal** (Binder 2)**:**

* Completed Cost Proposal Workbook
* USB flash drive with an electronic copy of the Cost Proposal Workbook only

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal.

# Specifications

## How responses to specifications should be structured

Table 11 shows the **assessment system components** listed in Table 9 down the left column, followed in the next three columns by (1) whether the component is required or optional for districts to use, (2) whether proposed costs should be considered base costs or cost options, and (3) what grades are covered. The remaining columns describe stages of evolution in the state assessment system for each component by school year.

Table 12 provides another view on the services to be procured by showing assessment system components down the left column, showing categories of services to be procured across the top two rows, and combining the intersections between system component and types of services into groups that may be awarded separately[[4]](#footnote-5). That is, all services with labels starting with “A” will be scored as a group, all services with labels starting with “B” will be scored as a group, and so on up to all services with labels starting with “H” being scored as a group.

For example, in Table 12, there are 16 labels starting with “A” (i.e., from “A1” through “A16”), meaning that there are 16 scores associated with the proposed statement of work for group “A.” **If the Offeror proposes any services beginning with a specific letter (e.g., “A”), it must propose all services beginning with that letter**. The Offeror roles as groups of servicers shown in Table 12 are as follows:

1. Primary contractor responsible for the bulk of the work including the following:
   * management services;
   * development of state-provided summative assessment in grades 3-10 in ELA/math;
   * peer review assistance for summative assessment in grades 3-8 in ELA/math;
   * administration, test security, data integrity, data privacy, and technical quality for all state-provided summative and interim assessments;
   * providing/extending IT platforms to support local summative and interim assessment;
   * supporting local summative and interim assessment operations;
   * developing and hosting solutions to support local summative and interim assessment operations covering content development, administration, test security, data integrity, data privacy, technical quality, scoring, and reporting as appropriate for local assessments;
2. Content development for state-provided summative assessment in grades 3-8 in SLA
3. Content development for state-provided grade K-12 interim assessments in ELA/math
4. College admission assessment contractor responsible for all aspects of the college-admission assessment except client-facing management services (to be managed by the prime Contractor)
5. Content development for curriculum materials and professional learning resources in assessment & data literacy
6. Scoring of all state-provided summative and interim assessments
7. Reporting on all state-provided summative and interim assessments
8. Standard setting on all state-provided summative and interim assessments

Table 11. Components of balanced assessment system addressed in this RFP and targeted evolution over time.

| System component  abbreviation | District  choice | Cost  type | Grades | Stage in evolution (PL, TO, FT, OP, SD, SM, or HO) and origin of content/systems (*existing*, *custom*, and *customized*) | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25+ |
| **Summative 3-8** ELA/math | Required | Base | 3-8 | OP4 = TAMELA and  FT3 = *custom*A | OP = *custom* + TAMELA with decreasing representation of TAMELA and  FT = *custom* | | | OP = *custom* and  FT = *custom* | |
| **Summative 9-10** ELA/math | Optional | Option | 9-10 |
| **Summative 3-8** SLA | Optional | Option | 3-4 | PL1 = *customized*C and/or  OP = *existing*B | TO2 = *customized* and/or  OP = *existing* | FT = *customized* and/or  OP = *existing* or *customized* | OP = *customized* and  FT = *customized* | | |
| 5-6 |  | PL = *customized* and/or  OP = *existing* | TO = *customized* and/or  OP = *existing* | FT = *customized* and/or  OP = *existing* or *customized* | OP = *customized* and  FT = *customized* | |
| 7-8 |  |  | PL = *customized* and/or  OP = *existing* | TO = *customized* and/or  OP = *existing* | FT = *customized* and/or  OP = *existing* or *customized* | OP = *customized* and  FT = *customized* |
| **Interim 3-12** ELA/math | Optional | Base | 3-12 | PL = *customized* and/or  OP = *existing* | TO = *customized* and/or  OP = *existing* | FT = *customized* and/or  OP = *existing* or *customized* | OP = *customized* and  FT = *customized* | | |
| **Interim K-2** ELA/math | Option | Option | K-2 | PL = *customized* | TO = *customized* | TO = *customized* or  FT = *customized* | FT = *customized* and/or  OP = *customized* | OP = *customized* and  FT = *customized* | |
| **Local K-12 operations** | Optional | Option | K-12 |  |  | FT = local content | OP = local content | | |
| **Local K-12 platform** | Optional | Option | K-12 | RG5 = *customized* | SD6 = *customized* | CA7 = *customized* | SM8 *= customized* | | |
| **Summative college** admission | Required | Base | 11 | OP = Standard college entrance exam content (including the optional writing prompt) | | | | | |
| **Assessment literacy** K-12 | Optional | Option | 3-8 | PL = *customized* and/or  HO9 *= existing* | FT = *customized* and/or  HO *= existing* | HO = *customized* and  FT = *customized* | | | |
| K-2 |  | PL = *customized* and/or  HO *= existing* | FT = *customized* and/or  HO *= existing* | HO = *customized* and  FT = *customized* | | |
| HS |  |  | PL = *customized* and/or  HO *= existing* | FT = *customized* and/or  HO *= existing* | HO = *customized* and  FT = *customized* | |

**Table Notes**

A *custom* indicates new content compatible with TAMELA (i.e., no stark difference in student experience between TAMELA and custom content). Sets the baseline for the new assessment system.

B *existing* indicates proprietary or leased content compatible with (having a reasonably similar look to and/or being complementary to) TAMELA and *custom* content.

C *customized* indicated any combination of (1) *existing* content, (2) *existing* content adapted for compatibility, or (3) *custom* content in which all content is compatible with TAMELA and custom content.

1 PL indicates a *planning* stage for requirements gathering and design activities.

2 TO indicates a *tryout* stage, defined as small-scale field trials of content in an environment in which data can be gathered from teachers and students about the content using protocols such as think-alouds or cognitive labs.

3 FT indicates a *field-testing* stage. (i.e., *assessment content administered to students but not used for scoring* or *the system is tested on a selected group of intended users*).

4 OP indicates an *operational* stage. (i.e., *assessment content administered to students and used for scoring* or *the system is released for use by all intended users*).

5 RG indicates an IT *requirements-gathering* stage.

6 SD indicates an IT *system development* phase for extensions to stakeholder-facing IT systems.

7 CA indicates an IT *customer acceptance* phase in which features are tested, bugs are fixed, and features are modified to meet requirements.

8 SM indicates an IT *system maintenance* phase for ongoing bug fixes and feature enhancements.

9 HO indicates a *hand-off* stage where assessment literacy materials and resources are handed off to the assessment literacy delivery and support vendor (procured via separate RFP) for delivery via their platform.

Table 12. Groups of services to be procured via this RFP that may be awarded separately by assessment system component and type of service.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **System**  **component**  **abbreviation** | **Category of Service** | | | | | | | | |
| **Management**1 | **Peer review** | **Development**2 | **Administration**3 | **Security**4 | **Technical** | **Scoring** | **Reporting** | **Standard** |
| (prime contractor) | **assistance** |  |  |  | **quality**5 |  |  | **setting** |
| **Summative 3-8 ELA/math** | A1 | A2 | A3 | A6 | A8 | A10 | F1 | G1 | H1 |
| **Summative 9-10 ELA/math** |  |
| **Summative 3-8 SLA** | B |
| **Interim K-2 ELA/math** | C1 | F2 | G2 | H2 |
| **Interim 3-12 ELA/math** | C2 |
| **Local K-12 operations** | A4 | A11 | F3 | G3 |  |
| **Local K-12 platform extension** | A5 | A7 | A9 | A12 | F4 | G4 |
| **Summative college admission** | D1 | D2 | D3 | D4 | D5 | D6 | D7 | D8 |
| **Assessment literacy K-12** |  | E |  | | | | | |

**Table Notes**

1 Includes program management, project management, change management, risk and issue management, financial management, and relationship management

2 Includes independent alignment study of test content to the state content standards as a critical component. Also includes accessibility as a critical component.

3 Includes accessibility and accessibility features as a critical component.

4 Includes test security, data security, data privacy, and data ownership.

5 Includes all aspects of psychometrics, statistics, and technical reporting.

Throughout section IV (Specifications), Offeror response boxes are provided at each location in which a response is required. An example is provided below as Exhibit 1, followed by an explanation.

**Exhibit 1.** Example blank response box.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A, B, and H2* |
|  |

The Offeror response box above has three sections from top to bottom as follows:

* A dark grey-shaded row identifying the Offeror response box;
* A light yellow -shaded row indicating which of the service groups will be scored at least in part on the basis of the Offeror response. In the example above, all of groups A and B would be scored on the basis of the response, as would part 2 of group H; and
* A blank white row for the Offeror response.

Offeror responses must explicitly and thoroughly address each service group in section IV.B. (or part of a group) that is listed in the light yellow-shaded row in the blank row reserved for the Offeror response. Offerors must respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly. Format changes should be the minimal changes necessary for appropriate printing and packaging for shipment. Where attachments are necessary, note those attachments in the response boxes and place all attachments at the end of the submission

There are two options for responding when responses are used for scoring more than one group. The first option is to use headings to identify which of the service groups is being addressed in each part of the response, for example as shown in Exhibit 2 below. The second is to split the responses into multiple Offeror response boxes and indicate which group(s) are addressed in the light yellow-shaded row of each response box as shown Exhibit 3a and Exhibit 3b.

**Exhibit 2.** Example completed response box.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A, B, and H2* |
| **Service Groups A and B**  < response applicable to both service group A and service group B >  **Service Group H2**  < response applicable to part 2 of service group H > |

**Exhibit 3a.** Example alternate completed response box using duplicated boxes.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A and B* |
| < response applicable to both service group A and service group B > |

**Exhibit 3b.** Example alternate completed response box using duplicated boxes.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) H2* |
| < response applicable to part 2 of service group H > |

Below this point, all the Offeror response boxes must be responded to, even only to say that the Offeror is not bidding on the service group.

## Service groups on which the Offeror is submitting a proposal

Enter “Yes” next to each service group addressed by this proposal in the Offeror response box below, or “No” next to each service group not addressed by this proposal.

| **Offeror RESPONSE** | |
| --- | --- |
| *Applicable to service group(s) A-H* | |
| Service Group A |  |
| Service Group B |  |
| Service Group C |  |
| Service Group D |  |
| Service Group E |  |
| Service Group F |  |
| Service Group G |  |
| Service Group H |  |

PED **strongly** prefers contracting for all services described by this RFP with a single Prime Contractor who may engage subcontractors as needed and approved by PED to ensure sufficient expertise and quality of all components and aspects of the system as described in Table 12 and Table 11. Therefore, PED **strongly** encourages Offerors to partner in Prime Contractor/subcontractor relationships to address all groups of services with a single proposal. However, Offerors may submit proposals covering only some groups of services, and PED reserves the right to contract with more than one Contractor separately to perform any of the 8 separate groups of services (A through H) that proves to be most advantageous to PED. Therefore, the cost proposal workbook is structured to group costs into the groups shown in Table 12, and costs for each group of services must be entirely self-contained (i.e., assuming that the group is the only set of services to be awarded), but Offerors may distinguish their cost proposals via discounts for awarding multiple groups. Although there are 8 total groups of services (A through H), the maximum number of contracts awarded separately based on this RFP will not exceed 4. If more than one Contractor is selected, PED reserves the right to request that the multiple Contractors identify a primary Contractor and a subcontractor to minimize the number of services and meetings that would overlap between the multiple Contractors, to ensure coherence across Contractors, and reduce the number of Contractor points of contact for PED. Acknowledge these requirements.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

Other evolutions of the system than those shown in Table 11 may be proposed with the exception of the first white-shaded band of rows and the first light blue-shaded bands of rows. Describe the proposed stages of evolution in the Offeror response box (a modification of Table 11 is acceptable) and provide a rationale for the proposed stages of evolution.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

Offerors must provide pricing for the stages in evolution of the system shown in Table 11, and for any different evolution as described in the Offeror response box above. Acknowledge this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

Any contract(s) awarded based on this RFP will be an agreement solely between PED and the Contractor(s) to whom the contract(s) are awarded. No contracted services will be available for use by any other NM state government agency.

Confirm the Offeror’s understanding of what components of the state’s desired balanced assessment system are to be procured via this RFP, PED’s strongly desired contract structure with a single Prime Contractor, including the Prime Contractor’s management of the *Required* college admission assessment (grade 11) vendor and any separate vendors for groups B, C, D, F, G, and H.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

**All Offeror responses are to be made with this section in mind and in a manner compatible with this section.** Acknowledge this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

|  |
| --- |
| **Notice to Offeror** |
| The requirements of this RFP assume that proposed solutions in every Offeror responsebox will be fully fleshed out, responding in detail to all components of the requirement. Proposals will not be disqualified solely because of a few less than fully-formed responses, but proposals with better-defined responses are likely to receive higher scores.  Where the Offeror is unable to provide a fully-fleshed out response, the response should clearly indicate as much, and provide a high-level plan with milestone dates for meeting the requirements. |

## Executive summary

This 1- or 2-page executive summary is to briefly describe the Offeror’s proposal. This summary highlights the major features of the proposal. It must indicate any requirements that cannot be met by the Offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests must be identified in this section. Provide a narrative summary of the proposal as described above.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

Indicate any requirements that cannot be met and why they cannot be met. If necessary, incorporate an Appendix to stay within the 2-page limit for the Executive Summary.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

Precisely and clearly identify any proprietary information requests. If necessary, incorporate an Appendix to stay within the 2-page limit for the Executive Summary.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

## Corporate capacity and qualifications

Describe in detail below the Offeror’s corporate capacity to perform the work described in this proposal, specifically including demonstrated capacity to handle volumes of materials, students, bandwidth, simultaneous users, and so forth.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

Describe in detail below the Offeror’s qualifications to perform the work described in this proposal.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

### Prior work: examples of similar projects

This section must include brief descriptions and work samples from at least 3 recent previous projects of a similar nature that the agency has completed or is currently performing. Provide the following information related to at least three previous or current projects, performed by the Offeror, which are similar to the requirements of this RFP. Include the following information:

### Organizational references from similar projects

**Offerors are required to submit APPENDIX E: Organizational reference questionnaire to the business references listed in this section for independent completion by the business reference. The business references must submit the Reference Form directly to the** SPD Assigned Buyer **described in Section** Error! Reference source not found.**.** It is the Offeror’s responsibility to ensure the completed forms are received on or before Jul 15, 2019, 12:00 PM NMTfor inclusion in the evaluation process.

Organizational References that are not received or are not complete may adversely affect the Offeror’s score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the **SPD Assigned Buyer** and the Evaluation Committee must all be together on a conference call with the submitted reference so that the **SPD Assigned Buyer** and all members of the Evaluation Committee receive the same information. Additionally, the General Services Department reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per section II.C.18. Include in the Offeror response all of the following:

* Name, address, and telephone number of client/contracting agency;
* Name and contact information (phone, email, address) of the client’s staff member primarily responsible for the project;
* Information technology services provided (by service group);
* Dates of service/contract;
* Executive summary of the work/services performed, including IT services (by service group);
* Staff assigned to the work performed on the project that are proposed in response to this RFP (by service group); and
* A description of how the work is similar to that described in this proposal in terms of scope, type of work performed, and complexity.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

Add response boxes as necessary, with one per relevant project.

### Terminated, expired, and non-renewed projects

Provide the same information as for the previous requirement for any project that has been terminated, expired, or not renewed within the past three years:

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

Add response boxes as necessary, with one per relevant project.

## Roles, responsibilities, and relationships

### Offeror(s)

List each Offeror organization that will be involved, including, if applicable, which organization is the primary Contractor and which are subcontractors by service group (and part of service group, if needed).

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

#### Organization chart(s)

Provide an organization chart depicting contracting and reporting relationships among Offeror organizations, identify each of the following:

* The proposed primary Offeror organization, all proposed sub-Offeror organizations, and all proposed sub-sub-Offeror organizations (and so forth);
* Within each Offeror organization, all key units, sub-units, sub-sub-units (and so forth);
* Within each key unit and Offeror organization, all key personnel anticipated to be dedicated to a resulting contract at greater than 20 percent of normal work time in any contract year. Also include key high-level management even if anticipated normal work time is less than 20 percent. If key personnel are not as yet identified, list them on the organization chart with labels using unduplicated numbers, for example the following would be appropriate where “< title >” is replaced with the job title:
  + Unidentified person 1 (< title >)
  + Unidentified person 2 (< title >)
  + Unidentified person 3 (< title >)
  + ...

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

#### Offeror organization(s) and key unit roles and responsibilities

For each Offeror organization and key unit listed on the organization chart, describe in detail the roles and responsibilities, including coordination with, key handoffs to, or key handoffs from other Offerors and key units.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

#### Identified key staff: roles, responsibilities, experience, and qualifications

In a separate response box for each identified staff person noted in the organization chart provide a response that includes all of the following elements:

* Name;
* Title;
* Proposed roles and responsibilities by service group;
* Proposed percent of normal work time dedicated to this project;
* Experience and qualifications for proposed roles and responsibilities; and
* Resume or curriculum vita (as appropriate to the role and responsibilities) highlighting relevant sections.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

Add response boxes as needed to accommodate all identified staff on the organization chart.

#### Unidentified key staff: roles, responsibilities, experience, and qualifications

In a separate response box for each unidentified staff person noted in the organization chart provide a response that includes all of the following elements:

* Anticipated Title;
* Proposed roles and responsibilities by service group;
* Proposed percent of normal work time dedicated to this project; and
* Proposed experience and qualifications.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

Add response boxes as needed to accommodate all unidentified staff on the organization chart.

#### Changes to key staff

Changes to key staff identified in the organization chart must be approved by the PED. Offerors must provide the PED with the same summary as provided above in response boxes for key identified staff for approval. Indicate commitment to comply with this requirement. PED reserves the right to request changes to staff during the contract.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

### The client

With regard to the work performed on any contract resulting from this RFP, PED and GSD are together the sole client of all Contractor(s) (outside the business relationships among themselves on the resulting contract). All Contractor(s) must treat PED and GSD together as its sole client as described. Indicate commitment to comply with this requirement and describe the Offeror’s understanding of what this means for the proposed work.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

#### The client’s customers

The Client considers its customers to be students, parents, school personnel, and district personnel involved in the statewide assessment, with students being the highest priority. These customers may not be treated as direct customers of the Offeror, but only as the customers of the Offeror’s Client. Indicate commitment to comply with this requirement and describe the Offeror’s understanding of what this means for the proposed work.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

#### The client’s stakeholders

The Client considers all other parties with an interest in New Mexico’s statewide assessment programs to be its stakeholders. This includes state and local elected officials, the state budget office, the state auditor’s office, other state government agencies, professional associations representing various roles of district and local school personnel, and associations representing teachers and students. These stakeholder parties may not be treated as the Offeror’s direct stakeholders, but only as stakeholders in their Client’s work. Indicate commitment to comply with this requirement and describe the Offeror’s understanding of what this means for the proposed work.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

### Appropriate relationships between Offeror(s) and the client’s customers and stakeholders

The relationships addressed in this section are (a) those between the Offeror(s) and the Client’s customers and (b) between the Offeror(s) and the Client’s stakeholders.

#### Relationships with the client’s customers and stakeholders

All relationships as defined above must be described by the Offeror(s) for the Client’s review and must be approved by the Client before any relationship may be initiated. If there is a material change to a relationship, the change must be described by the Offeror(s) for the Client’s review and must be approved by the Client before the change may be implemented. Indicate commitment to comply with this requirement and describe the key relationships with the Client’s customers and stakeholders the Offeror anticipates forming.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

#### Communications and joint activities with the client’s customers and stakeholders

All Offeror communications and joint activities with the Client’s customers and stakeholders must be documented in a well-organized and easily-searchable online repository that shall be updated in advance of the activities or communications and be made available to the Client at all times during the period of this contract. As a part of the end-of-contract deliverables, the repository must be delivered to the PED in the form of either (a) a physical storage drive or (b) loading the repository onto the PED’s data system as negotiated between the PED and the Contractors. The final delivered repository must replicate or otherwise incorporate the organization and search functionality as available during the period of the contract. Indicate commitment to comply with this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

As a part of the kickoff meeting in the first year, and updated in the annual meetings for all subsequent years, the Offeror(s) and the PED shall define (and then update the definitions of) the types of communication and activities with the State’s customers and stakeholders in three tiers:

* Routine communications/activities that do not require advance PED approval;
* Communications/activities anticipated to be non-controversial but that require precautionary advance PED approval; and
* Communications/activities anticipated to be controversial that require PED approval further in advance.

Indicate commitment to comply with this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

## Assessment system vision and design

PED desires to engage one or more Offerors who can assist the state in evolving the state assessment system away from a traditional format, state-controlled set of standardized summative assessments to an innovative, authentic, and balanced system focused much more on local control, cultural responsiveness and relevance, and actionable data at the district, school, classroom, and student level, This will require an assessment system with the following components:

* Maintenance of the State’s current content standards and associated expansions or distillations of those standards in the form of claims, reporting categories, and evidence statements as they are of sufficient quality to support a complete assessment system and as a benefit leverages existing educator and policymaker knowledge and investment;
* Resources and materials for creating, supporting, and sustaining assessment and data literacy among educators, focused primarily on formative assessment practices and resources to support sound day-to-day and moment-to-moment instructional decision-making but also addressing the needs of local school leaders and policymakers as well as state policymakers while discouraging inappropriate interpretation and use of assessment data;
* Professional learning and coaching infrastructure to encourage application of assessment and data literacy in classroom and leadership decisions;
* Optional, non-secure interim assessments in grades K-12 that
  + focus primarily on smaller-grain-size modules reflecting prioritized model instructional units to support short to term instructional programming decisions such as designing, configuring, and evaluating targeted aspects of programs and policy implementations. Given limited resources, initial small-grain size interim assessments will be focused on high-leverage model units identified and prioritized by academic subject matter experts and practitioners, but
  + also address larger model or custom instructional units to support mid-term policy and instructional programming decisions.
  + may be item or stage adaptive, but not at the expense of the quality of the system as a whole
* Diagnostic interim assessments for early learning in grades K-2 that do not resemble standardized assessments but are instead reflective of sound practice for monitoring learning and facilitating differentiated teaching of early learners;
* Rapid reporting of results using a dynamic reporting system that is designed from the ground up to meet the needs of various audiences such as students, parents, teachers, school leaders, district administrators and district policymakers;
* Support IT infrastructure for local development, administration, scoring and reporting of modular local interim assessments using more authentic task types such as performance tasks, projects, and portfolios that go through many rounds of feedback and revision before scoring;
* Summative assessments that
  + have a limited footprint to focus more resources toward more frequent actionable information;
  + adequately address the depth and breadth of the standards through creative means that reduce mandated state testing time for each student in grades 3-8 (required) and 9-10 (optional);
  + focuses on college admission requirements for grade 11;
  + provide local and state policymakers with an audit of student growth and achievement to support long-term policy decisions;
  + builds the interim assessment system by moving exposed items/tasks from the summative bank into the interim bank;
  + may be item or stage adaptive, but not at the expense of the quality of the system as a whole;
* Expansion beyond assessments of academic achievement to address the whole child by measuring non-academic components of 21st century skills often labeled as socioemotional learning, soft skills, or wellbeing to create a holistic picture of each child;
* Creating a culture of integrated instruction and assessment that elicits increased
  + student agency and ownership of their own learning by (1) sharing learning targets with students in student-friendly language before instruction begins to give students a way to monitor their own progress, (2) eliciting feedback from student to educator about students' level of understanding and ability to inform next instructional steps, and (3) sharing feedback from educator to student about progress toward learning goals and next steps needed to achieve the goals; and
  + teacher agency and ownership of student learning by (1) unpacking evidence statements into learning goals stated in student-friendly language, (2) developing high-quality formative assessment to elicit feedback from students about their in-the-moment level of understanding and ability, (3) enacting high-quality formative assessment to elicit feedback from students about their in-the-moment level of understanding and ability, (3) gathering data based on ongoing formative assessment, (4) turning data from ongoing formative assessment into useful instructional information, (5) adjusting ongoing instruction to differentiate based on information drawn from the formative assessment process, and (6) providing actionable feedback to students on where they are relative to learning goals and what the next step in learning is.

This evolution will happen over several years, with some components of the overall system to be procured via this RFP as described in Table 12 and Table 11. This is one reason that this RFP is written anticipating an initial contract length of 5 years and an additional 5 extension years. The PED desires a partner that can help it realize this vision. The first year of this contract will be based on the shortened blueprint from New Meridian using New Meridian assets to build operational test forms, seeding in custom New Mexico field test items, and over time increasing the custom content until all assessment content is fully-customized to meet the State’s unique needs.

It is critical to make a smooth transition from a coherent traditional state-driven assessment system to a more authentic, comprehensive, coherent, and locally-driven assessment system that addresses the whole child to avoid derailing progress. Once the transition is completed, it is important that the system remain recognizable as the same system for as long as possible. Of course, changes will be necessary based on lessons learned, different environmental conditions, and changes in policy emphases. Therefore, adjustments should be made only when necessary and with the goal of maintaining a coherent, authentic, comprehensive, and locally-driven assessment system that addresses the whole child.

Note that there are several significant changes with increase in grades: starting in grades K-2 is a focus on diagnostic interim assessments, adding required summative assessments built to the state’s adopted content standards (the CCSS) and distillations of those standards (evidence statements) in grades 3-8, making those summative standards-aligned assessments optional in grades 9 and 10, and returning to required assessment in grade 11 but based on college admission content frameworks such as those published by ACT and The College Board.

Describe at a high level all components of the assessment system as proposed in this RFP with an explanation of key characteristics of each component, addressing the explanation of components to be procured and the timeline for evolution given in section I.F.1.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

Describe how the system as proposed in this RFP serves as a sound foundation to guide the evolution of the system to meet all components of the vision laid out above, focusing particularly on the choice of key characteristics.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

Describe how the Offeror is well situated and qualified to and/or will partner with subcontractors or in-state institutions such as state universities, non-profits, or associations that are well situated and qualified to assist the state in making the grand transition through evolution over the course of a contract awarded on the basis of this RFP.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

Identify components of the vision described above that appear to realistic, with an explanation of why that is the case from the Offeror’s perspective, and how the Offeror plans to partner with qualified organizations to assist the state in making the transition.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

Identify components of the vision described above that appear to be unrealistic, with an explanation of why that is the case from the Offeror’s perspective, and how the vision might be improved to make it more realistic without changing the essence of the vision.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

In all subsequent responses, keep in mind this vision for the future of the New Mexico state assessment system. High-scoring proposals will explicitly refer to this vision where appropriate in responses to other requirements in this RFP. Acknowledge consistency with this vision as a key component in proposal scoring.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

## Governing statutes, regulations, guidance, rules, and policies

There are various documents that govern State assessment in New Mexico as noted in Table 13.

Table 13. Governing documents.

| Type | Description | Link for More Information |
| --- | --- | --- |
| Federal statute and associated regulation | Every Student Succeeds Act (ESSA) | <http://bit.ly/2Qx3tp9> |
| Individuals with Disabilities Education Act (IDEA) | <http://bit.ly/2xbzECJ> |
| Family Education Rights and Privacy Act (FERPA) | <http://bit.ly/2p6cVU2> |
| Federal guidance | Federal Peer Review Guidance | <http://bit.ly/2QtSi0B> |
| State statute | NMSA State Law 22-2C-4 on academic assessments | <http://bit.ly/2MvNbdb> |
| NMAC 6.29.1 | <http://bit.ly/2ZA9aHz> |
| NMAC 6.10.7 | <http://bit.ly/2DDvRRU> |

Indicate commitment to comply with all governing statutes, regulations, guidance, rules, and policies as listed above.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

## Assessment system key characteristics

### PED goals, priorities, and intended uses

As described in section IV.F, New Mexico’s goal is to move towards a more balanced assessment system that will meet the diverse needs and requirements for all stakeholders of the state’s educational system, including districts, schools, classrooms, teachers, parents and students. To meet this goal, the New Mexico Public Education Department (PED) has outlined a two-phased approach for establishing a new statewide assessment system. A high-level overview of the approach is available at: <https://webnew.ped.state.nm.us/wp-content/uploads/2019/03/NM_Assessment-Sytem_PhaseOne_PhaseTwo-Revised_13.5.2019.pdf>.

The re-envisioned assessment system is more than a set of end-of-year summative assessments, but may include aspects such as interim and formative assessment, assessment literacy services, measures of socioemotional learning (SEL) and student engagement, Spanish language arts and culturally-responsive assessments, and a range of curricular support options to elicit increased student and teacher agency and ownership of student learning.

As noted in section IV.F, this RFP is intended to address the requirements in Phase 1 of New Mexico’s assessment transition plan and parts of Phase 2. The State’s priorities for components of this new balanced assessment system to be procured via this RFP are delineated in I.F.1. Contracts awarded based on this RFP are intended to support the following uses:

* Summative assessments:
  + Evaluate performance against defined expectations on the state standards (i.e., criterion-referenced) and against defined norm groups (i.e., norm-referenced);
  + Evaluate performance against college admission content frameworks as defined by a college admission assessment vendor;
  + Monitor longitudinal trend data for criterion- and norm-referenced performance;
  + Support the calculation of student growth;
  + Support claims about students being on track for the next grade level or postsecondary opportunities;
  + Inform large grain-size program and curriculum evaluation decisions; and
  + Identify large grain-size professional development needs.
* Interim assessments:
  + Monitor within- and across-year longitudinal trend data for criterion- and norm-referenced performance;
  + Support the calculation of student growth;
  + Predict student performance on the summative assessments;
  + Inform finer grained program and curriculum evaluation and implementation decisions; and
  + Identify finer grained, targeted professional development needs.
* Assessment and data literacy services:
  + Develop materials and resources to support deep assessment and data literacy for New Mexico educators and students; and
  + Develop materials and resources to support adequate assessment and data literacy for New Mexico parents, policymakers, and the general public.

Consistency of proposals with this section will be considered strongly in scoring proposals as described in Appendix G. Describe how this proposal supports the intended uses.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

### 2019-2020 school year required assessments

The current State assessment system and the number of students taking each assessment in each grade is summarized in Table 14, where assessments covered by this RFP are in white cells with plain font and other state assessments are shown in greyed-shaded cells with grey font.

Table 14. Required assessments in the State assessment system for the most recent administration.

| Assessment Program | Student Population | Standards Measured | Grades & Grade Bands by Subject Area | Average Total  Testing Time |
| --- | --- | --- | --- | --- |
| Early Childhood Observation Tool (ECOT) | General & SWD | Essential Indicators from the New Mexico Early Learning Guidelines | Domains: Physical Development; Literacy; Math; Science Concepts; Self; Aesthetic Creativity; Family and Communications; Approach to Learning | Untimed |
| Istation’s Indicators of Student Progress (ISIP) | General & SWD | CCSS ELA, 2015 | Grades K-2 ELA  Grades K-3 ELA for K-3 Plus sites | 240 min /year  20-30 Minutes per monthly progress monitoring session |
| Transition Assessment of Math & ELA/Literacy (TAMELA) | General & SWD | CCSS ELA/Literacy & Mathematics, 2015 | Grades 3-11 ELA/Literacy  Grades 3-8 Math  High School Math by End of Course:   |  |  | | --- | --- | | * Algebra I | * Integrated Math I | | * Geometry | * Integrated Math II | | * Algebra II | * Integrated Math III | | Timed  360 min |
| Standards Based Assessment (SBA) Science [2018-19 school year only] | General & SWD | New Mexico Science Content Standards, Benchmarks,  and Performance Standards, 2003 | Grades 4, 7, & 11 | Untimed  180 min |
| New Mexico Assessment of Science Readiness (NMASR) [2019-20 school year and beyond] | General & SWD | New Mexico STEM Ready! Standards, 2018 | Grades 5, 8, & 11 | Untimed  180 min |
| SBA Spanish Reading | ELs with less than 3 years in the state education system | Prior New Mexico ELA Standards | Grades 3-8, 10, & 11 | Untimed  180 min |
| New Mexico Alternate Performance Assessment (NMAPA) | Students with SCD | Expanded Grade Band Expectations (EGBEs) | * ELA Grade band 3-5 (Same test at all grades) * ELA Grade band 6-8 (Same test at all grades) * ELA High School Grade 10 & 11 * Math Grade band 3-5 (Same test at all grades) * Math Grade band 6-8 (Same test at all grades) * Math High School 10 & 11 * Social Studies Grade 11 * Science Grades 4, 7, and 11 | Untimed |
| ACCESS for ELLs | ELs | ACCESS for ELLs® is designed to measure English language proficiency based on WIDA Consortium’s ELD Standards | Kindergarten: Listening, Reading, Speaking  Grade bands:  1-2; 3-5; 6-8; 9-12: Listening, Reading, Speaking, Writing | 240 min |
| National Assessment of Education Progress (NAEP) | General & SWD | NAEP Assessment Frameworks | Math & Reading Grades 4, 8, 12  Grade 8 Science  Indian Education Survey  High School Transcript Study  International Assessments (e.g. PISA, TIMSS) | 90 min |
| End of Course Exams (EOCs) | General & SWD | Specific to Content Area | 80 EOCs starting at grades 4-High School  31 Precision Exams for High School CTE Programs | 60-90 min |

The Offeror should coordinate work with other service providers for assessments not covered by this RFP to minimize duplication of work by the PED and by the PED’s customers (students, school staff, and district staff). Describe your understanding of what it will require to coordinate work with other service providers. Indicate the Offeror’s commitment to complete the necessary work to coordinate with other service providers as described.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

### Volume of valid scores on relevant assessments in the most recent cycle

The volume of valid scores produced in ELA and mathematics in the most recent testing cycle and given in Table 15.

Table 15. Counts of valid tests taken in spring 2018 by administration mode, subject, and grade.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Subject** | **Digitally-Based Test Administrations** | | | | | | | | **Paper Accessibility-Option Administrations** | | | | | | | |
| **3** | **4** | **5** | **6** | **7** | **8** | **11** | **Total** | **3** | **4** | **5** | **6** | **7** | **8** | **11** | **Total** |
| ELA | 11,234 | 11,477 | 11,462 | 11,105 | 10,892 | 10,478 | 8,906 | **75,554** | 17 | 28 | 25 | 22 | 26 | 25 | 1 | **144** |
| Mathematics | 11,253 | 11,504 | 11,482 | 11,121 | 10,904 | 10,484 | 8,884 | **75,632** | 17 | 28 | 25 | 22 | 26 | 25 | 2 | **145** |
| **Total** | **22,487** | **22,981** | **22,944** | **22,226** | **21,796** | **20,962** | **17,790** | **151,186** | **34** | **56** | **50** | **44** | **52** | **50** | **3** | **289** |

Indicate commitment to providing the volume identified above, with ability to scale up or down if the number of test takers fluctuates unexpectedly. Describe in detail how fluctuation will be addressed.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A* |
|  |

### Most recent accessibility features and associated volumes

The current State academic assessments for the general student population have many existing accessibility features. It is of critical importance that the range of accessibility features not be significantly reduced. In describing accessibility features, there are three broad types of categories into which they can be grouped:

* The target population(s) the accessibility feature is intended for (to improve access and ability to respond appropriately to assessment content);
* The level of restriction in place regarding whether students qualify for the accessibility feature; and
* The degree of integration of the accessibility feature into digitally-based assessment.

Table 16 describes the different categories within each broad type.

Table 16. Categories defining accessibility features.

| Category | Nomenclature | Description |
| --- | --- | --- |
| Level of restriction (Level) | Universal Tool (UT) | Accessibility features available to every student without pre-specification. |
| Pre-Identified (PI) | Accessibility features available to every student only upon pre-specification by an educator with a legitimate educational interest. |
| Accommodation (AC) | Accessibility features available as accommodations only upon pre-designation in one of the following circumstances: (a) for an SWD with an IEP or 504 plan specifying the accommodation, and (b) for an EL with the pre-designation provided by an educator with a legitimate educational interest. |
| Degree of integration | Embedded | Accessibility features built into the digital assessment delivery engine itself (for example, a pop-up glossary for word definitions or customizable screen colors embedded into the test administration engine). |
| Add-On | Accessibility features not built into the digital assessment delivery engine, but that are deployed on the same digital device used for test administration (for example, a student’s preferred screen reader installed on the device but not embedded into the administration engine). |
| External | Accessibility features deployed separately from the device used for test administration (for example, speech-to-text on a student’s own device transcribed to the device used for test administration or a paper-based large-print version of the assessment). |
| Target population | All | All students. |
| ELs | English learners. |
| SWDs | Students with disabilities. |

The Offeror response box below lists specific accessibility features available on current State assessments for ELA and math. It identifies the target population for each feature, its level of restrictiveness, and its level of integration. Place a check mark to the right of each feature in one of the following three boxes:

* CAP Currently available on existing platform;
* AWD Available with development; and
* NAD Not available with development.

Underneath the “Administration Guidelines” grey-shaded cell for each feature, there is a white-shaded cell for entering notes. Use this cell in the following ways:

* For each feature marked “AWD,” indicate when the feature will become available;
* For each feature marked “NAD,” indicate the reason that the feature is not available with development; and
* If there is anything different than is described in the table or anything innovative about the feature in the proposed solution, describe the differences/innovations.

Table 17. Accessibility features for assessments to which this RFP is applicable.

| **Offeror RESPONSE** | | | | | |
| --- | --- | --- | --- | --- | --- |
| *Applicable to service group(s) A3, A4, A5, 6, A7, D2 and D3* | | | | | |
| **Feature & Volume (v)** | **Level** | **Administration Guidelines** | **CAP** | **AWD** | **NAD** |
| **Audio Amplification**  **v:** | UT | **During Testing:** Once the test begins, the student has the ability to change the volume level. |  |  |  |
| **Notes:** |
| **Bookmark**  **v:** | UT | **During Testing:** The student selects the “Bookmark” icon in the toolbar. The student electronically “bookmarks” items to review later. To remove the bookmark, select the “Bookmark” icon again. |  |  |  |
| **Notes:** |
| **Calculation Device** (Calculator Sections of Math)  **v:** | UT | **Before Testing:** Materials: Pop-up calculators (compatible with TI and Desmos) for the calculator accommodation on calculator sections include: Grades 3-5: Four-function with square root and percentage functions; Grades 6-7: Four-function with square root and percentage functions; Grade 8: Scientific calculators; High School: Graphing calculators with functionalities consistent with TI-84 or similar models |  |  |  |
| **Notes:** |
| **Eliminate Answer Choices** | UT | **During Testing:** The student selects the “Answer Eliminator” icon in the toolbar. On multiple choice options, a student selects an answer and an X appears. The student may disable this feature by selecting “Answer Eliminator” in the toolbar again. |  |  |  |
| **Notes:** |
| **Highlight Tool** | UT | **During Testing:** The student electronically highlights text as needed to recall and/or emphasize. The student has the option to remove highlighting over text. The highlighter color option should change depending on the color contrast option selected. |  |  |  |
| **Notes:** |
| **Line Reader** | UT | **During Testing:** The student may enable/disable this feature at will. |  |  |  |
| **Notes:** |
| **Masking** | UT | **During Testing:** The student may enable/disable this feature at will. |  |  |  |
| **Notes:** |
| **Pop-up Notepad** | UT | **During Testing:** The student selects the “Notepad” icon in the toolbar. The student writes notes using embedded Notepad tool on the assessments. The student has the ability to enable/disable the feature. The notepad tool can be resized. In addition, the tool does not save across items and only saves student entered text on the item for which it was entered. |  |  |  |
| **Notes:** |
| **Pop-up Glossary (English and Spanish)** | UT | **During Testing:** The student is able to view definitions of pre-selected, underlined words by hovering over them. The definition appears in a pop-up text box. PED has the ability to direct changes to glossary content. |  |  |  |
| **Notes:** |
| **Spell Check** | UT | **During Testing:** The embedded spell check icon is available in the platform for students to review their written text for errors. This feature can be enabled/disabled for assessments at the discretion of PED. |  |  |  |
| **Notes:** |
| **Writing Tools** | UT | **During Testing:** The student uses embedded writing process tools for written responses, e.g., copy/paste, bold, italicize, underline, insert bullets, numbered list, undo, redo, and spell check. Writing tools are available in the constructed response items on any items requiring constructed response. The copy/paste function should not work within the stimuli. |  |  |  |
| **Notes:** |
| **Zoom** | UT | **During Testing:** The student has the capacity to enlarge the view greater than 14 pt. The student may enable/disable this feature at will. |  |  |  |
| **Notes:** |
| **Answer Masking**  **v: 2280** | PI | **Before Testing**: Must have answer masking selected to activate the feature on the platform.  **During Testing**: When answer masking is enabled, multiple choice and multiple select answers can be masked. The student may mask answer options when ready. The student may disable this feature. |  |  |  |
| **Notes:** |
| **Color Contrast** (Background/  Font Color)  **v: 4419** | PI | **Before Testing**: Must have the student’s Color Contrast (Background/Font Color) selected to activate this feature on the platform.  **During Testing**: Alternate on-screen background and/or font color enabled based on need or preference. The student may change the color contrast option or disable this feature. **\*\*Offeror must describe color contrast options in the cell below** |  |  |  |
| **Notes:** |
| **Text-to-Speech (**Math)  **v: 14,866** | PI | **Before Testing**: This feature must be enabled prior to testing. This feature will work with a specified form. This feature must include two options: (1) text only - reads printed text but does not read any alternate text descriptions for images, and (2) text and graphics - reads all printed text and the alternate text descriptions for images.  **During Testing**: This feature must include these student controls: play/pause/stop, speed (slow, normal, fast), volume |  |  |  |
| **Notes:** |
| **American Sign Language (ASL) Video (**Math)  **v: 50** | AC | **Before Testing**: Must have ASL video selected to activate the feature on the platform.   * Once a student is placed into a test session, the student will be assigned an ASL Video form. If a student does not use ASL, a human interpreter and separate test setting will be required. Student Training: It is highly recommended that students review the American Sign Language Math Dictionary prior to testing. A video is provided at (URL to be provided). Test Administrator Training: Human signers should refer to the online American Sign Language Math Video Glossary for guidance on how to deliver mathematics symbols and terms. A video is provided at (URL to be provided).   **During Testing**: The student views an embedded video of a human interpreter for the mathematics assessments. The student may pause and resume the video but cannot adjust the pace. |  |  |  |
| **Notes:** |
| **American Sign Language (ASL)** (ELA) | AC | **Before Testing**: Must have ASL Video selected to activate the feature on the platform. The purpose of the embedded ASL video accommodation for the ELA assessment is to provide access to printed or written texts on the ELA assessments for a very small number of students with print-related disabilities who would otherwise be unable to participate in the assessment because their disability severely limits or prevents their ability to access printed text by decoding. This accommodation is not intended for students reading somewhat (i.e., only moderately) below grade level. Once a student is placed into a session, the student will be assigned a form with embedded ASL Video. |  |  |  |
| **Notes:** |
| **Assistive Technology** (Non-Screen Reader)  **v: 7** | AC | **Before Testing**: Must have assistive technology selected on the platform. Assistive technology should be tested during a practice test to determine whether the assistive technology will interact with platform and can be used successfully during computer-based testing. Note that the 2019 Math and ELA assessments are designed to be Web Content Accessibility Guidelines (WCAG) compliant. For information on how to test assistive technology devices and software for use on the 2020 Math and ELA assessments with the platform via a practiced test, refer to the Assistive Technology Guidelines available here: (please provide URL).  **During Testing**: Students may use a range of assistive technologies on the assessments, including devices that are compatible with the online testing platform, and those that are used externally on a separate computer. Refer to the list of allowable Assistive Technology available here: (please provide URL). |  |  |  |
| **Notes:** |
| **Braille Note-taker** | AC | **Before Testing**: Must have braille note-taker noted on the platform.  **During Testing**: A student who is blind or has a visual impairment may use an electronic braille note-taker. The grammar checker, internet, and stored file functionalities must be turned off. For students using braille forms, the Test Administrator directions for filling in a circle, making marks, and erasing do not apply. Students should number their responses to be sure that their answers can be transcribed accurately into a scorable test booklet, answer document, or the platform.  **After Testing**: Student responses generated using an electronic braille note-taker must be transcribed verbatim by a Test Administrator into the student’s standard test booklet, answer document, or the platform. Only transcribed responses will be scored. Responses must be transcribed by the teacher of the student with visual impairment or a Test Administrator supervised by the teacher of the student with visual impairment. |  |  |  |
| **Notes:** |
| **Braille Writer**  **v: 9** | AC | **Before Testing**: Must have braille writer noted on the platform.  **During Testing**: A student who is blind or has a visual impairment may use a braille writer. During the assessments, grammar checker, internet, and stored file functionalities must be turned off. For students using braille forms, the Test Administrator directions for filling in a circle, making marks, and erasing do not apply. Students should number their responses to be sure that their answers can be transcribed accurately into a scorable test booklet, answer document, or the platform.  **After Testing**: Student responses generated using a braille writer must be transcribed verbatim by a Test Administrator into the student’s standard test booklet, answer document, or into the platform. Only transcribed responses will be scored. Responses must be transcribed either by the teacher of the student with visual impairment or a Test Administrator supervised by the teacher of the student with visual impairment. |  |  |  |
| **Notes:** |
| **Calculation Device and Mathematics Tools** (Non-Calculator Sections of Math)  **v: 1655** | AC | **Before Testing**: Must have Calculation Device and Mathematics Tools on non-calculator sections selected. Manipulatives may require state assessment office approval, depending on state policies. Purpose: The purpose of the calculation device on the non- calculator sections accommodation is to provide access for students with a disability that severely limits or prevents their ability to perform basic calculations (i.e., student is unable to perform single- digit addition, subtraction, multiplication, or division). For these students, a calculation device may be used on the non-calculator AND calculator sections of the mathematics assessments. The IEP or 504 plan must specify which device(s) or manipulatives. Materials:   * Pop-up calculator (compatible with TI and Desmos) or hand-held calculator. Allowable calculators for the calculator accommodation on non-calculator sections are as follows. Grades 3-5: Four-function with square root and percentage functions; Grades 6-7: Four-function with square root and percentage functions; Grade 8: Scientific calculators; High School: Graphing calculators with functionalities consistent with TI-84 or similar models * Allowable mathematics tools include the following: arithmetic tables (e.g., addition charts, subtraction charts, multiplication charts; division charts); two-color chips (e.g., single-sided or double- sided); counters and counting chips; square tiles; base 10 blocks; 100s chart * A student with a visual impairment may need other mathematics tools, such as a large print ruler (embedded ruler should be at least 18-point font), braille ruler, tactile compass, or braille protractor. Braille mathematics kits should include the appropriate grade-level braille ruler and braille protractors.   **During Testing**: A student uses either the embedded calculator or an allowable calculation device (e.g., four-function calculator, large key, or other adapted calculator), arithmetic table (including addition/subtraction and/or multiplication/division charts), and/or manipulatives (IEP or 504 plan must specify which device or manipulative) on the NON-CALCULATOR SECTIONS of the mathematics assessments. If a talking calculator is used, the student must use headphones or be tested in a separate setting. |  |  |  |
| **Notes:** |
| **Closed Captioning of Multimedia** (ELA)  **v: 61** | AC | **Before Testing**: Must have Closed Captioning selected.  **During Testing**: A student who is deaf or hearing impaired views captioned text embedded in multimedia (i.e., video) segments of the ELA summative assessments. Captioning can be turned on/off within the video player as needed. Transcripts will also be available within the test form. |  |  |  |
| **Notes:** |
| **ELA Constructed Response Options** (external device)   * Speech-to-Text * Human Scribe * Human Signer * Assistive Technology Device   **v: 249** | AC | **Before Testing**: Must have Human Scribe, Human Signer, or Assistive Technology Device selected. If a student is using an allowable 3rd party external Assistive Technology that provides speech-to-text functionality that will interact with the platform, the student must also be registered for Assistive Technology Non Screen- reader to allow the assistive technology to work. Assistive technology, including speech-to-text software, should be tested during a practice test. Reference the Assistive Technology Guidelines available at: <https://nm.mypearsonsupport.com/resources/training-resources/AFA/NM19_AF&Amanual_Body_and_Appendices.pdf> Materials: External device provided by the student, if needed.  **During Testing**: Student dictates responses either verbally, using an external speech-to-text device, an augmentative/assistive communication device (e.g., picture/word board), or by dictating, signing, gesturing, pointing, or eye-gazing. The student must be tested in a separate setting. The student must be familiar with any assistive technology external device used for test administration.  **After Testing**: Responses must be transcribed exactly as dictated/signed (e.g., the human scribe/signer may not change, embellish, or interpret a student’s responses when transcribing) into the student’s standard test booklet or answer document. Only transcribed responses will be scored. Test Administrators are responsible for collecting all nonscorable student work created using assistive technology devices. Test-related content must be deleted from all devices. Nonscorable student work must be securely shredded. |  |  |  |
| **Notes:** |
| **ELA Constructed Response Options** (platform based)   * Speech-to-Text * Assistive Technology Device | AC | **Before Testing**: Must have Speech-to-Text or Assistive Technology Device selected. Materials: Headphones with microphone.  **During Testing**: Student dictates responses either verbally into the microphone. The student must be tested in a separate setting. The student must be familiar with any assistive technology external device used for test administration. |  |  |  |
| **Notes:** |
| **Selected Response Options** (external device, for ELA and Math)   * Speech-to-Text * Human Scribe * Human Signer * Assistive Technology Device | AC | **Before Testing**: Must have Speech-to- Text, Human Scribe, Human Signer, or Assistive Technology Device selected. If a student is using an allowable 3rd party external Assistive Technology that provides speech-to-text functionality that will interact with the platform, the student must also be registered for Assistive Technology Non Screen-reader to allow the assistive technology to work. Assistive technology, including speech-to-text software, should be tested during a practice test. Reference the Assistive Technology Guidelines available at: <https://nm.mypearsonsupport.com/resources/training-resources/AFA/NM19_AF&Amanual_Body_and_Appendices.pdf> Materials: External device provided by the student, if needed.  **During Testing**: Student dictates responses either verbally, using an external speech-to-text device, an augmentative/assistive communication device (e.g., picture/word board), or by dictating, signing, gesturing, pointing, or eye-gazing. The student must be tested in a separate setting. The student must be familiar with any assistive technology external device used for test administration.  **After Testing**: Responses must be transcribed exactly as dictated/signed (e.g., the human scribe/signer may not change, embellish, or interpret a student’s responses when transcribing) into the student’s standard test booklet or answer document. Only transcribed responses will be scored.   * Test Administrators are responsible for collecting all paper nonscorable student work created using assistive technology devices. Test-related content must be deleted from all devices. Nonscorable student work must be securely shredded. |  |  |  |
| **Notes:** |
| **Selected Response Options** (platform based, for ELA and Math)   * Speech-to-Text * Assistive Technology Device | AC | **Before Testing**: Must have Speech-to-Text or Assistive Technology Device selected. Materials: Headphones with microphone.  **During Testing**: Student dictates responses either verbally into the microphone. The student must be tested in a separate setting. The student must be familiar with any assistive technology external device used for test administration. |  |  |  |
| **Notes:** |
| **Hard Copy Braille Edition**  **v: 15** | AC | **Before Testing**: Must have Hard Copy Braille Edition selected. Materials: Braille Kits are required for administration. Braille Kits include Test Administrator Braille Scripts, one copy of the student’s Hard Copy Braille Assessment, standard test booklet or answer document for transcription, and supplementary math materials (braille ruler, braille protractor) where appropriate.  **During Testing**: A student who is blind or has a visual impairment and is unable to take the computer-based test with a refreshable braille display may take the ELA and mathematics assessments using the hard-copy contracted braille edition. Tactile graphics should be embedded in the hard copy braille edition. For students using braille forms, the Test Administrator directions for filling in a circle, making marks, and erasing do not apply. Students should number their responses to be sure that their answers can be transcribed accurately into a scorable test booklet or answer document.  **After Testing**: Responses must be transcribed verbatim by a Test Administrator in a standard student test booklet or answer document, which is included in the Braille Test Kit. Only transcribed responses will be scored. Test Administrators are responsible for collecting all nonscorable student work created from assistive technology devices. Content must be deleted off all devices. Nonscorable student work must be securely shredded. |  |  |  |
| **Notes:** |
| **Human Reader or Human Signer** (ELA) | AC | **Before Testing**: Must have Human Reader/Human Signer selected. A student MUST be placed into a Human Reader test session to provide the Human Reader accessibility feature. This will assign all students in the test session the same form as the Test Administrator and will match the Human Reader Script. Students in these sessions cannot have other accommodations such as Text-to-Speech (TTS), American Sign Language (ASL), Closed Captioning (CC), Assistive Technology – Screen Reader, Assistive Technology Non-Screen Reader. The Test Administrator will be assigned a separate authorization login to access the same form as all students within the Human Reader session and also receive a secure Mathematics Human Reader Script. Materials: ELA Human Reader Script  **During Testing**: A Test Administrator (Human Reader or Human Signer) reads aloud to a student using the provided Human Reader Script. The student must be tested in an individual or small group setting.  **After Testing**: Human Reader Scripts contain secure item content and should be handled as secure test materials. Test Administrators should return materials to Test Coordinators. Test Coordinators must return the Human Reader Scripts with the nonscorable materials. |  |  |  |
| **Notes:** |
| **Human Reader or Human Signer** (Math) | AC | **Before Testing**: Must have Human Reader/Human Signer selected. A student MUST be placed into a Human Reader test session to provide the Human Reader accessibility feature. This will assign all students in the test session the same form as the Test Administrator and will match the Human Reader Script. Students in these sessions cannot have other accommodations such as Text-to-Speech (TTS), American Sign Language (ASL), Closed Captioning (CC), Assistive Technology – Screen Reader, Assistive Technology Non-Screen Reader. The Test Administrator will be assigned a separate authorization login to access the same form as all students within the Human Reader session and also receive a secure Mathematics Human Reader Script. Materials: Mathematics Human Reader Script  **During Testing**: A Test Administrator (Human Reader or Human Signer) reads aloud to a student using the provided Human Reader Script. The student must be tested in an individual or small group setting.  **After Testing**: Human Reader Scripts contain secure item content and should be handled as secure test materials. Test Administrators should return materials to Test Coordinators. Test Coordinators must return the Human Reader Scripts with the nonscorable materials. |  |  |  |
| **Notes:** |
| **Human Signer for Test Directions**  (No ASL video option)  **v: 97** | AC | **Before Testing**: Must have Human Signer for Test Directions selected. **During Testing**: A human signer will sign the test directions to a student. The student may either be tested in a small group or a separate setting based on the student’s experiences during classroom assessments. |  |  |  |
| **Notes:** |
| **Large Print Edition**  **v: 48** | AC | **Before Testing**: Materials: Large Print Test Kit includes a large print assessment booklet, standard test booklet or answer document for transcription, Test Administrator large print scripts, and supplementary large print mathematics materials (large print ruler & protractor), when appropriate.  **During Testing**: A large print paper-based form of each assessment is available for a student with a visual impairment who is unable to take a computer-based assessment. The font size for the large print edition will be 18 point on paper sized 14" x 18". Students will not record their answers in standard print test booklets or answer documents. Instead, students will circle their answers in a large print test booklet. For constructed response items, students will write their answers on the lines provided in their large print test booklets. In mathematics, students will need to write their answers in boxes at the top of the answer grids, but they do not need to bubble in their answers. Test Administrators should refer to the TAM Scripts for instances where they should demonstrate an activity or display information. Demonstrations should be conducted where they are visible for each student (e.g., on the board, near the student).  **After Testing**: Responses must be transcribed verbatim by a Test Administrator in a standard student test booklet or answer document, which is included in the Large Print Test Kit. Only transcribed responses will be scored. |  |  |  |
| **Notes:** |
| **Paper-Based Edition** (Alternate Representation – Paper Test) | AC | **Before Testing**: Materials: Paper-Based Edition of the assessment  **During Testing**: A paper-based assessment is available for students |  |  |  |
| **Notes:** |
| **Refreshable Braille Display with Screen Reader Version** (ELA)  **v: 0** | AC | **Before Testing**: Must have Screen Reader Version selected. Once a student is placed into a test session, the student will be assigned a Screen Reader form. Materials and Equipment: For screen reader usage, NMPED recommends using JAWS 17. Refreshable braille displays and tactile graphics booklets are required for administration. Screen Reader Testing: Screen reader software SHOULD be tested during a practice test. These activities will determine whether the assistive technology will interact with the platform and can be used successfully during computer-based testing. For optional screen reader usage, NMPED recommends using JAWS 17.  **During Testing**: A student who is blind or has a visual impairment takes the ELA assessments using his or her preferred screen reader software, pending an Infrastructure Trial, with a refreshable braille display. A student who uses a screen reader with refreshable braille will also need a tactile graphics booklet, which contains only the graphics portion of test questions and visual descriptions of pictures and multimedia where applicable.  **After Testing**: Tactile graphics booklets contain secure item content and should be handled as secure test materials. Test Administrators should return tactile graphics to Test Coordinators. Test Coordinators must return tactile graphics with the nonscorable materials. |  |  |  |
| **Notes:** |
| **Screen Reader Version**  (for a student who is blind or visually impaired)  **v: 5** | AC | **Before Testing**: Must have Screen Reader Version selected. Once a student is placed into a test session, the student will be assigned a Screen Reader form. For ELA, the student does not use a refreshable braille display or hard copy braille edition because they have either not yet learned, or are unable to use, braille. Materials and Equipment: For optimal screen reader usage, NMPED recommends using JAWS 17. Tactile graphics booklets are required for test administration. Screen Reader Testing: Screen reader software SHOULD be tested during a practice test. These activities will determine whether the assistive technology will interact with the platform and can be used successfully during computer-based testing. Reference the Assistive Technology Guidelines available at the following link: <https://nm.mypearsonsupport.com/resources/training-resources/AFA/NM19_AF&Amanual_Body_and_Appendices.pdf>  **During Testing**: A student who is blind or has a visual impairment takes the assessments using his or her preferred screen reader software, pending an Infrastructure Trial. A student who uses a screen reader will also need a tactile graphics booklet, which contains only the graphics portion of test questions and visual descriptions of pictures and multimedia, where applicable. If the student is not using headphones, the student must be tested in a separate setting.  **After Testing**: Tactile graphics booklets contain secure item content and should be handled as secure test materials. Test Administrators should return tactile graphics to Test Coordinators. Test Coordinators must return tactile graphics with the nonscorable materials. |  |  |  |
| **Notes:** |
| **Tactile Graphics**  **v: 15** | AC | **Before Testing**: Refer to “Screen Reader Version” for details.  **During Testing**: A student who is blind or has a visual impairment who uses a screen reader or refreshable braille will also need a tactile graphics booklet, consisting only of the graphics portion of test questions, and visual descriptions of pictures and multimedia, where applicable. Tactile graphics will also be embedded in the hard copy braille edition assessments, when needed.  **After Testing**: Tactile graphics booklets contain secure item content and should be handled as secure test materials. Test Administrators should return tactile graphics to Test Coordinators. Test Coordinators must return tactile graphics with the nonscorable materials. |  |  |  |
| **Notes:** |
| **Text-to-Speech including items, response options, and passages** (ELA)  **v:** | AC | **Before Testing**: Must have Text-to-Speech selected to activate the feature on the platform. Once a student is placed into a session, the student will be assigned a form with embedded Text-to-Speech. The purpose of the embedded Text-to-Speech accommodation for the ELA assessment is to provide access to printed or written texts on the ELA assessments for a very small number of students with print-related disabilities who would otherwise be unable to participate in the assessment because their disability severely limits or prevents their ability to access printed text by decoding. This accommodation is not intended for students reading somewhat (i.e., only moderately) below grade level. |  |  |  |
| **Notes:** |
| **Word Prediction**  (external device)  **v: 70** | AC | **Before Testing**: Must have Word Prediction selected. Assistive technology should be tested during a practice test. If during the practice test the specific device will not interact with the platform, a secondary testing device to run the external device software will be needed. Some external word prediction software will not interact with the platform, and users should set up a separate, adjacent testing station; the student will use two testing stations, one device with the test and one device with the familiar software. Reference the Assistive Technology Guidelines available at (please provide URL). If a student is using an allowable 3rd party external Assistive Technology that provides Word Prediction functionality that will interact with the platform, the student must also be registered for Assistive Technology Non Screen-reader to allow the assistive technology to work. Materials: External Word Prediction Device.  **During Testing**: The student uses an external word prediction device that provides a bank of frequently- or recently-used words on-screen after the student enters the first few letters of a word. The student must be familiar with the use of the external device prior to assessment administration. The device may not connect to the internet or save information.  **After Testing**: Student responses generated using the External Word Prediction Device software must be transcribed verbatim by a Test Administrator into the platform. Only transcribed responses submitted in the platform will be scored. If the student is writing his/her responses directly into the platform through the external software for word prediction, then transcribing is not necessary. Test Administrators are responsible for collecting all nonscorable student work created using external word prediction device software. Test-related content must be deleted from all devices. Nonscorable student work must be securely shredded. |  |  |  |
| **Notes:** |
| **Word Prediction**  (platform based) | AC | **Before Testing**: Must have Word Prediction selected.  **During Testing**: The platform provides a bank of frequently- or recently-used words on-screen after the student enters the first few letters of a word. |  |  |  |
| **Notes:** |

In addition to the accessibility features described above, the PED incorporates or recognizes the need for the following the administrative considerations. Table 18 identifies some considerations. Of those identified, some are available to all students. In the Offeror response box following the Table, indicate the availability of these administrative considerations for students in the proposed solution.

Table 18. Administrative Considerations.

|  |  |  |
| --- | --- | --- |
| **Administrative Consideration** | **N** | **Description** |
| Frequent Breaks | 5102 | Student is allowed move away from testing device for a short period without distracting other students. |
| Separate or Alternate Location | 1681 | Student is tested in a specifically assigned location. |
| Small Group Testing | 18,540 | Student is tested in a separate location as an individual or with a small group of students with matching accessibility features, accommodations, or testing needs as appropriate. Check state/LEA policies on the maximum number of students allowed in a small testing group. |
| Spanish Transadaptation of Mathematics Assessment | 1950 | Student is provided the Mathematics assessment in Spanish. |
| Specified Area or Setting | 501 | Student is tested in a specialized area or setting (e.g., front of the classroom, seat near the door, library, etc.). |
| Time of Day | 163 | Student is tested during a specific time of day based on their individual needs (e.g., ELA in the morning; no testing after lunch). |
| Word-to-Word Dictionary | 1563 | Student is provided with a dictionary |

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A3, A4, A5, 6, A7, D2 and D3* |
|  |

## Documentation

Various sections of this RFP refer to this section. For every section that does so, the requirements in this section apply to the entire referring section.

All procedures, processes, business rules, calculations, measure, decision points, decision options, and decision criteria used to perform the work described in this RFP must be clearly documented, kept updated as they change, and maintained in the document repository. The documentation must provide sufficient detail to allow replication by a different entity and another person with the entity to ensure that all aspects of the program are implemented in the same fashion regardless of staff turnover and so that the program can, if desired by the PED, be implemented in the same fashion by another Contractor when a successor Offeror is identified.

Because of changes to recent federal peer review requirements requiring states to clearly and transparently document all aspects of item and test development, missing or poor documentation is unacceptable. If such missing or poor documentation is identified in the course of contract work, it must be communicated with the PED and rectified as soon as feasible. Documentation described in this section must be updated at least annually for each annual kickoff meeting, must be owned by the PED, and must be transferred to the PED and to any successor Offeror as part of the document repository at the transition meeting (the first annual kickoff meeting for the next contract). Indicate commitment to these requirements and describe in detail how the Offeror proposes to meet them.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A3, A4, A5, 6, A7, D2 and D3* |
|  |

### Proprietary documentation

Proposing any procedure, process, business rule, calculation, measure, decision point, decision option, or decision criterion that is proprietary will result in lower scores for the proposal. Clearly delineate any aspect in each category that the Offeror will maintain as proprietary.

To make it possible for the PED and its external advisors to properly evaluate work performed by the Offeror, it is unacceptable for any requested documentation to be withheld from the PED when the PED provides the Offeror with a non-disclosure agreement signed by PED staff or the PED’s external consultants. Indicate understanding of and commitment to comply with this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A3, A4, A5, 6, A7, D2 and D3* |
|  |

As relevant to the referring section, all procedures, processes, business rules, calculations, measures, decision points, decision options, and decision criteria must be clearly documented, kept updated as they change, and maintained in the document repository. In addition, any non-compiled code used for performing the work described in the section must be made available to the PED upon request, including any comments.

The documentation must provide sufficient detail to allow replication by a different entity and another person within the Offeror’s organization to ensure that (1) work can be implemented in the same fashion regardless of staff turnover and (2) if desired by the PED, work can be implemented in the same fashion by a successor Offeror.

### Documentation repository

The Offeror must provide a documentation repository with all of the following:

* A clear directory structure and directory naming conventions (to make finding documents simpler);
* Clear file naming conventions;
* A sound cleaning and archiving process and schedule;
* A sound versioning approach;
* A sound approach to facilitating an audit of user access and modifications;
* End-of-contract delivery of a logically organized, accessible, and searchable contract documentation repository;
* The documentation repository must contain at a minimum the following:
  + Offeror policies, such as those guiding data security, system access, data access, data privacy, background checks, physical materials security, electronic materials security, facilities security, document retention and destruction, appropriate device use, data retention and destruction;
  + Annual certification of adherence to policies;
  + Procedure manuals, including those explaining the procedures and criteria for the following:
    - Item specifications development;
    - Blueprint development;
    - Stimulus procurement/writing;
    - Item writing;
    - Item review;
    - Item pool adequacy analyses;
    - Item development targeting;
    - Test development (item selection, pool development, simulation, pre-equating, information curve fitting);
    - Internal Offeror quality control procedures and criteria;
    - Internal Offeror quality assurance procedures and criteria;
    - Public-facing quality control procedures and criteria;
    - Public-facing quality assurance procedures and criteria;
    - Psychometric procedures;
    - Test security procedures;
    - Annual program analysis;
    - Style guide;
    - Process improvement; and
    - Documents that provide evidentiary support for US Department of Education Peer Review elements must end with a current Peer Review Critical Element numerical identifier as agreed upon by the Offeror and PED. These documents will be stored in the repository.

All such documents must be available on demand to the PED. At the risk of a poor proposal evaluation, the Offeror may indicate in the proposal what documents will be proprietary at the end of the contract and cannot be passed on by the PED to a successor. Describe the proposed document repository in detail, including each of the aspects listed above and how the repository will be transferred to the PED at the end of the contract in a manner that remains accessible and searchable in a user-friendly and immediate manner not requiring consequential effort on the part of PED.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1* |
|  |

For service groups other than A, propose how all necessary documentation requirements will be coordinated with the prime contractor.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) B-H* |
|  |

## Types of solutions that are acceptable to propose

To maximize the number of Contractors and products eligible for bid, any of the following types of solutions, or combinations of solutions, are acceptable to propose in response to this RFP provided they meet the requirements of this RFP:

* Off-the-shelf products owned by the Offeror;
* Off-the-shelf products procured by the Offeror on behalf of the PED from another organization;
* Adapted off-the-shelf products owned by the Offeror;
* Adapted off-the-shelf products procured by the Offeror on behalf of the PED from another organization;
* Customized products based on content leased by the Offeror on behalf of the PED from another organization;
* Hybrid products based on custom content and content from off-the-shelf products or leased content; and
* Fully-customized products developed specifically for the PED.

Describe the type of solution(s) proposed by the Offeror from the list described above.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

## Existing components and known constraints

### Existing content standards and blueprints

The State’s content standards and unpacked versions of those standards can be found at <http://bit.ly/2vpWaqe>. Blueprints for existing assessments can be found by following link at <http://bit.ly/2GJMRYD>. Indicate how the proposed solution maximizes existing resources to ensure alignment and high-quality deliverables along with a cost-effective solution.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A3* |
|  |

### Existing state information technology systems

The PED Information Technology Department (ITD) recently posted an RFP to procure a Commercial Off the Shelf (COTS) data management solution for its public educational needs. (RFP# 90-92400-19-24339). The data management system will be a highly configurable data management solution designed to support all of the PED data collection, verification, and management needs. More information about the scope of work and technical specifications for this new public education data management system can be found at <https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>.

Any information technology platforms that the Offeror is proposing to support local educators are expected to provide APIs and/or other connection services allowing data to be flow seamlessly to PED’s Central Data Repositories. The goal is for data exchange across the systems to occur on a preagreed upon specified schedule. PED strongly prefers Offeror solutions that allow for data exchange across all systems to reduce opportunities for error based on unique approaches in each system.

Describe in detail the Offeror’s proposal for convening and facilitating a meeting to coordinate with ITD and other Contractors to define a standard approach to data exchange:

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A6, A7, D3, D9, G1, and G2* |
|  |

Any information technology platforms that the Offeror is proposing to support local educators are expected to integrate seamlessly with the COTS logical data management warehouse software solution. The goal is for data exchange across the systems to occur on a preagreed upon specified schedule. PED strongly prefers a single model for data exchange across all systems to reduce opportunities for error based on unique approaches in each system. This would require coordination between the Offeror, ITD, and other potential Contractors of existing state information technology systems.

Describe in detail the Offeror’s proposal for convening and facilitating a meeting to coordinate with ITD and other Contractors to define a standard approach to data exchange:

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A6, A7, D3, D9, G1, and G2* |
|  |

Describe in detail the Offeror’s proposed approach for integrating its information technology platforms for the State’s selected COTS data management architecture solution. Include any experience the Offeror has integrating its platforms with existing data management systems in similar state assessment contexts.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A6, A7, D3, D9, G1, and G2* |
|  |

Describe in detail the Offeror’s proposal for its preferred approach to data exchange, including a description of how it addresses opportunities for error.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A6, A7, D3, D9, G1, and G2* |
|  |

Be sure to provide separate pricing in the pricing workbook for each of the three responses provided above. Acknowledge this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A6, A7, D3, D9, G1, and G2* |
|  |

## Known major milestone dates

The first assessment cycle for which the Offeror will be fully responsible will be for those administered during the first half of 2020. If any assessment in that cycle is new, standard setting will need to be completed in early July of 2020 to ensure that the necessary data are available for the State accountability system. In addition, there are some known major milestone dates as provided in Table 19.

Table 19. Approximated milestone due dates for the Spring 2020 administration.\*

| Due Date | Milestone Description |
| --- | --- |
| Oct 1, 2020 | Fully-functional practice test (with all accessibility features) window opens |
| Mar 23, 2020 | Test administration manuals and any other materials arrive in district and ready for use. This is based on a 5-week administration window. |
| Mar 30, 2020 | Additional orders able to be placed |
| Apr 6, 2020 | First day of test window |
| May 8, 2020 | Last day of test window |
| May 15, 2020 | Last day for schools to ship return materials |
| Rolling | Preliminary student scores/reports available online (within 1-2 weeks of student submission) |
| July 10, 2020 | Final student data files to the State for processing and accountability use (negotiable within reason) |
| July 6, 2020 | Online ISR (along with school & district) reports available (negotiable within reason) |
| July 20, 2020 | ISR reports ship date |

\*These dates are approximated for grades 3-8. PED understand that high school dates would vary. PED is willing to negotiate dates for Spring 2020 and Spring 2021, but is working towards faster reporting, per stakeholder feedback in Section I.E.2. Dates for the SLA scoring need not comply with this table.

State summative assessments will be administered in two testing windows, one 5-week window for grades 3-8 in the spring of each year (from early April to mid-May for all students, and another 3-week in fall (late November to December) for high schools on a block schedule and seniors needing to retake the grade 11 assessment for graduation credit. Test windows for college entrance exams may vary. Dates are approximate.

The Offeror must propose all other key milestones in the proposed project schedule developed in another section. For reference, the Spring 2019 testing windows are listed below, with assessments not in the scope of this RFP shown in grey to be used in informing project schedules to minimize excessive burden on educators from overlapping windows.

Table 20. Testing windows for spring 2019.

|  |  |
| --- | --- |
| Assessment | Testing Window |
| ELA and Mathematics general assessment | April 22 – May 10 |
| ELA and Mathematics alternate assessment | March 11 – April 5 |
| SLA general assessment | April 22 – May 10 |
| Science general and alternate assessment | March 4 – March 29 |
| English language proficiency general and alternate assessment | January 14 – March 8 |
| National Assessment of Educational Progress (NAEP) | January 28 – March 8 |

Note: Interim assessments will not have specific windows as they will be available on demand.

The assessment window for Spring 2020 is indicated in Table 19. Proposed project schedules must incorporate these dates and must extrapolate from these dates for Spring 2021 and beyond. Final major milestone dates will be negotiated at the kickoff meeting for each year. Indicate commitment to comply with these requirements.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-D* |
|  |

## Proposal preparation

### Key reference documents

The Offeror is be expected to conform with the reference documents identified in Table 21 as the basis for developing and implementing valid, reliable, and fair state assessments. Strong proposals will specifically cite sections of these reference documents as justification for the proposed solutions. For example, the following would be appropriate:

* **Standards**, Standard 1.2;
* **Peer**, Critical Element 2.2;
* **Plan**, pp. 12-15; and
* *Etc.*

Table 21. Key reference documents.

| Code | Document |
| --- | --- |
| Standards | American Educational Research Association, American Psychological Association, & National Council on Measurement in Education. (2014). *Standards for Educational and Psychological Testing*. Washington, DC: American Educational Research Association. |
| UDL | Thompson, S. J., Johnstone, C. J., & Thurlow, M. M. (2002). *Universal Design Applied to Large Scale Assessments* (Synthesis Report 44). Minneapolis, MN: University of Minnesota National Center on Educational Outcomes. Available at <https://nceo.umn.edu/docs/OnlinePubs/Synth44.pdf>. |
| Common | Shyyan, V. V., Thurlow, M. L., Larson, E. D., Christensen, L. L., & Lazarus, S. S. (2016). *White Paper on Common Accessibility Language for States and Assessment Contractors*. Minneapolis, MN. Available at <https://nceo.umn.edu/docs/OnlinePubs/DIAMONDWhitePaper.pdf>. |
| Criteria | Council of Chief State School Officers. (n.d.). *Criteria for Procuring and Evaluating High-Quality Assessments*. Washington, DC: Author. Available at <https://ccsso.org/sites/default/files/2017-10/CCSSO%20Criteria%20for%20High%20Quality%20Assessments%2003242014.pdf>. |
| Practices | Council of Chief State School Officers, & Association of Test Publishers. (2013). *Operational Best Practices for Statewide Large-Scale Assessment Programs* (2013 ed.). Washington, DC: Authors. |
| Peer | U. S. Department of Education. (2018). *A State’s Guide to the U.S. Department of Education’s Assessment Peer Review Process*. Washington, DC: Author. Available at <https://www2.ed.gov/admins/lead/account/saa/assessmentpeerreview.pdf>. |
| ESSA | *Elementary and Secondary Education Act (ESEA) as amended by the Every Student Succeeds Act (ESSA).* Available at https://www2.ed.gov/documents/essa-act-of-1965.pdf. |
| IDEA | *Individuals with Disabilities Education Act (IDEA)*. Available at <https://sites.ed.gov/idea/> |
| Plan | *New Mexico’s State ESSA Plan*. Available at: <https://webnew.ped.state.nm.us/information/essa-new-mexico/> |

**Note**: For Offeror convenience, the codes in the table above have been bookmarked using the text of the code (e.g. Standards).

Indicate commitment to conduct all proposed work in accordance with these professional standards, criteria, and best practices.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

### Principles for proposal development

Proposals will follow these principles:

* Documented consistency with the major reference sources;
* Consistency with the requirements of the RFP;
* No requested changes to the state’s standard terms and conditions;
* Avoiding vague or ambiguous language;
* Demonstrating capacity to carry out the proposed activities;
* Demonstrating existence of and full functionality of proposed software/hardware systems;
* Demonstrating capacity to interface directly with PED’s existing unique student ID (UID) system while using UIDs to identify students for all student records and protecting the integrity of UIDs generated by the State;
* Compliance with directions for developing a cost proposal and using the provided cost proposal template;
* Explicitly attending to minimizing burden on students, school staff, district staff, and PED staff in that order of priority (e.g., by annotating Offeror responses to note how this is accomplished); and
* Explicitly attending to achieving an appropriate balance between efficiency in testing time and allowing sufficient testing time for high-quality and valid measurement (e.g., by annotating Offeror responses to note how this is accomplished).

Indicate understanding of the principals for sound proposal development and give a summary of how the Offeror’s proposal incorporates these principles.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

### Proposing alternative and/or value-added options

The Offeror must propose solutions that directly fulfill the requirements of the RFP, with associated pricing in the cost proposal. The Offeror may propose alternative solutions if they believe that have a better approach or if they have a more cost-effective approach that will meet the state’s needs. If the Offeror proposes alternatives, they must be justified as a potentially better choice for the State and must be accompanied by alternate pricing in the cost proposal. The Offeror may also propose value-added options (solutions that clearly goes beyond the requirements of the RFP without added cost). If the Offeror chooses to do so, it must be clearly stated what options are bid as value added and how they qualify as value added options. Describe how the proposal will delineate alternative and/or value-added options.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

## Contract development

An integrated contract will be developed that retains the language of the RFP, the connection between individual sections of the RFP and proposal language in the Offeror response boxes, and the separation between the language of the RFP and the language of the proposal. Any changes to the structure must be mutually agreed. Indicate understanding of this approach to contract development.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

## Management

For service group(s) B-H, if the Primary Contract is awarded to a different Offeror describe how this Offeror will collaborate with the Prime Contractor to ensure seamless functioning of all management requirements.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) B-H* |
|  |

### Program management

#### Key management contacts

Issue escalation will follow the path described shown in the table contained in the Offeror response box below. Identify the Offeror escalation contact to correspond with each PED escalation contact.

| Offeror RESPONSE |
| --- |

| *Applicable to service group(s) A1 (and potentially D)* |
| --- |

| Level | Offeror Contact Role | Offeror Contact Name | PED Contact Role |
| --- | --- | --- | --- |
| 2 |  |  | Director of Assessment |
| 1 |  |  | Deputy Director of Assessment |
| 0 |  |  | Program Manager |

A PED Program Manager will be assigned to the contract. This PED Program Manager will provide the day-to-day communications, oversee deliverables, and make program decisions on behalf of PED. Issues that need to be escalated should be directed to the Deputy Director of Assessment. Critical issues or emergencies should be directed to the Director of Assessment.

There must be a single Offeror Program Manager for the entire contract, with Offeror Project Managers for each major component that is managed separately. Indicate understanding of this requirement and provide explanation of Offeror’s side Program Management and Project Management and escalation procedures.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

Propose any additional structure for escalation that would facilitate a sound Contractor-Client relationship and ensure that escalation is engaged in a timely manner when necessary.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

### Change management

The Offeror must propose, and negotiate a sound change management process that minimizes the likelihood of unintended effects on program cost or program policy. The proposed process must accomplish all of the following:

* The Offeror assumes the burden of documenting and bringing to the attention of the PED any request made in communications or meetings that can reasonably be expected to have an effect on program cost, project timelines, or program policy. The issue must be brought to the attention of the PED in a timely manner to avoid work starting down a track that must be reversed;
* Put into place procedures and criteria for triggering a notification of potential cost or policy effects;
* Put into place procedures for formalizing a change request;
* Put into place procedures and criteria for developing cost proposals for change requests that are consistent with the original cost proposal;
* Put into place procedures and criteria for negotiations and approval of change requests;
* Put into place procedures for moving out of routine change management and into urgent/crisis change management; and
* Put into place streamlined procedures and criteria for urgent and/or crisis change management.

Present the Offeror’s proposal for change management consistent with these requirements. Strong proposals will show initiative in minimizing risk for the State and its clients and stakeholders and in minimizing burden for the State and its clients and stakeholders.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

### Issue and risk management

Describe in detail the proposed approach to issue and risk management, including all of the following:

* Definition of an issue;
* Definition of a risk;
* Software used for issue and risk management;
* Procedures and criteria for tracking, prioritizing, and reporting on issues and risks;
* Procedures for managing, mitigating, and escalating issues and risks;
* Procedures for escalation of issues and risks; and
* Procedures and requirements for periodically updating PED staff of issues and risks important for their level of responsibility in the PED.

Include how staff identified under IV.O.1.a would be included as part of the risk management process.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

### Invoicing

The Offeror may choose to move ahead with work that requires a change order, but no invoices for that work may be made unless the necessary contract change is approved. Invoices must be submitted using detailed line items from the cost proposal and may only submit invoices for line items when the work is completed. For high-cost-line items (either by virtue or high unit cost or high volume), the Offeror must negotiate with the PED mutually acceptable criteria for satisfactory work completion and eligibility for invoicing at the first kickoff meeting. **Only the Prime Contractor may submit invoices to the State.** Indicate commitment to comply with these requirements.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

### Meetings

#### Executive management meetings

A small executive management council will be identified with time scheduled to meet every three to six months throughout the contract to evaluate the health of the program, the contract, and the relationship between the Offeror and the PED. During the meeting, leadership with decision-making authority can develop solutions to systemic issues identified in the evaluation, with context and advice provided by staff in operational roles. If the program, contract, and Offeror/PED relationship are on sound footing, these meetings can occur via conference call. These meetings will involve the PED Program Manager, Offeror Program Manager, and at a minimum the escalation contacts from each organization as identified in section IV.O.1.a. The PED Program Manager and Offeror Program Manager will jointly develop a draft agenda for the meeting with the approval of the entire executive management council at least a week in advance of the meeting. The Offeror will be responsible for all costs associated with executive management meetings. Indicate understanding of and commitment to this approach to maintaining the health of the program, contract, and relationship. Propose any additional recommendations for maintaining that health through the executive management council.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

#### Annual kickoff meetings

The Offeror must host an annual kickoff meeting for every assessment cycle. The first annual kickoff meeting will be held with the current Contractor to ensure a smooth transition between Contractors. The date of that meeting to include the current Contractor will be a subject of contract negotiations. Each annual kickoff meeting must include at a minimum the following:

* A debrief to review the previous cycle for programs that will be continued;
* A dedicated agenda item to address any major decisions affecting the next cycle;
* A dedicated agenda item to finalizing a project plan and project schedule; and
* Any other items mentioned in the RFP as a part of a kickoff meeting.

The Offeror’s responsibilities for the last kickoff meeting of the contract include a debrief with the PED to review the final cycle of the contract with the new Contractor and to finalize a transition schedule. Kickoff meetings must be held in person at a location approved by PED. The Offeror should expect up to eight (8) PED staff or representatives to attend each kickoff meeting. The entire executive management council should attend at least the first kickoff meeting. Present a proposal for each of the following:

* Host and provide travel and logistics for annual kickoff meetings;
* A proposed agenda for the first kickoff meeting;
* A proposal for developing and finalizing kickoff meeting agendas with the PED; and
* A proposal for which subcontractor staff (if subcontracting is part of the proposal) will attend each kickoff meeting.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

#### Weekly and other periodic management meetings

The Offeror must host short weekly virtual project management meetings to monitor the project for issues, risks, and project status, and must be available for additional meetings without extra cost as needed given project status. The Offeror must also host longer (e.g., full-day) program management meetings every other month to address any consequential decisions that must be made. Present a proposal for these periodic monitoring meetings. Incorporate which subcontractor staff (if subcontracting is part of the proposal) will attend each meeting.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

#### Daily standup meetings in the first week of the 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 as soon as possible when they arise. These meetings must also be conducted anytime there is a credible risk or an identified issue during the testing window. Present a proposal for these daily standup meetings. Incorporate which subcontractor staff (if subcontracting is part of the proposal) will attend each meeting.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

#### Technical Advisory Committee (TAC) meetings

The PED has a 5 member TAC. The full list of TAC members can be found at: <https://webnew.ped.state.nm.us/bureaus/assessment-3/tac-members/> The Offeror must be available to attend TAC meetings throughout the duration of the contract. Scheduled periodic TAC meetings will be held 2 times per year, will each last 1 to 1.5 days, and will be hosted in person or virtually at or near the PED offices in Santa Fe, New Mexico. The first TAC meeting the Offeror must attend is anticipated to be in October 2019. Ad hoc TAC meetings may be held virtually as the need arises. These TAC meetings are anticipated to cover 1 to 3 topics and last no longer than 4 hours. The Offeror will be responsible for all Offeror costs associated with TAC meeting logistics and any other Offeror expenses related to TAC meetings, but will not be responsible for any other costs. Confirm commitment to comply with this requirement and indicate which subcontractor staff (if subcontracting is part of the proposal) will attend each kickoff meeting.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

## Project management

### Project management approach

Describe the Offeror’s project management approach, including certifications, training, and experience in formal project management methodology.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

Describe projects to which the Offeror has applied the proposed project management approach that are at least as broad in scope and high complexity to the projects described in this RFP. Incorporate how subcontractors will be included in project management if subcontracting is part of the proposal.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

### Key project contacts

The Offeror Program Manager must be a 100% of a full-time employee (FTE) dedicated **solely** to the contract, and will be the key contact for day-to-day communication on the Offeror’s side. Any person proposed at greater 30% time must be considered a key contact. Add additional rows for any additional staff proposed that the Offeror considers to be a key contact for PED.

|  |  |
| --- | --- |
| Offeror RESPONSE | |
| *Applicable to service group A1 (and potentially D)* | |
| **Role** | **Offeror** Contact |
| Offeror Program Manager |  |
| Project Manager |  |
| Assessment Development Supervisor |  |
| Assessment Administration Supervisor |  |
| Math Content Lead |  |
| ELA Content Lead |  |
| Psychometric Lead |  |
| Database Administrator |  |
| Applications Manager |  |
| IT Systems Director |  |

### Project scheduling

The Offeror must use a sophisticated project scheduling tool such as Microsoft® Project for project scheduling. In addition, project scheduling and monitoring must include all of the following:

* Updated project schedules in advance of each weekly virtual meeting;
* Integrate three groups into the project schedule:
  + Offeror staff (including any subcontractors);
  + PED staff; and
  + District/school staff if applicable.

In advance of the first kickoff meeting, the Offeror must conduct a requirements gathering session with the Director of Assessment, Deputy Director of Assessment, and PED Program Manager for developing a project schedule that meets the needs of the PED so that a project schedule can be finalized at the kickoff meeting. Describe the proposed project scheduling solution and approach.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

The requirements for procedural documentation (section IV.I) apply to this section. Indicate commitment to comply with this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

Provide a proposed detailed project schedule for the first cycle of test administration and assessment programs covered by this RFP that is consistent with section IV.L. In addition to test administration, scoring, and reporting activities, include all preparatory activities such as handoffs from existing Contractors, kickoff meetings, TAC meetings, all other required meetings, and all activities associated with content development (e.g., documentation development, ALD development, blueprint development, item development, test development, training material development, manual development, and IT infrastructure testing).

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

Provide a proposed high-level project schedule for the second and third cycle of testing that is consistent with Table 11.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

### Project management responsibilities

The Offeror is responsible for the following project management activities at a minimum:

* Project management of Offeror staff to ensure on time delivery;
* Project management of subcontractor staff to ensure on time delivery;
* Project management of PED staff;
* Project management of school and district staff where applicable;
* Issuing reminder notices to PED, school, and district staff sufficiently in advance of deliverable due dates to give adequate lead time for on-time delivery;
* Escalation reminder notices to PED, school, and district staff on the day before a due date for those who have not yet delivered;
* Final notices to PED, school, and district staff on the morning of the due date for those who have not yet delivered;
* Follow-up notices and contacts for missed deliverables;
* Weekly reporting on the critical path;
* Weekly reporting on the status of issues and risks; and
* Employing the escalation protocols when deliverables are at risk.

Indicate agreement with and commitment to carry out these responsibilities. Strong proposals will give specific attention to integrating project schedules across Offeror, subcontractor, PED, district, and school staff. Provide a proposal for how these responsibilities will be carried out

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

Describe how project management of PED, district, and school staff will be implemented to explicitly avoid shifting risk to PED, districts, and/or schools.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

## Secure data transfer and hosting

The Offeror must provide a secure solution for data transfer and secure data and file hosting such as a secure file transfer protocol (SFTP) site or cloud based options. This may be combined with the documentation repository if appropriate. Present a solution for this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

## Foundations of assessment content development

### Documentation

The documentation requirements described in section IV.I must be complied with for all activities and deliverables described this section. Confirm Offeror’s commitment to complying with documentation requirements.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A3, B, C, D2, and E* |
|  |

### Content standards

The content standards on which New Mexico state assessments are based can be found at <https://webnew.ped.state.nm.us/bureaus/instructional-materials/new-mexico-content-standards/>. There are three genres of writing prompts on the TAMELA which are derived from the content standards: narrative, literary analysis, and research simulation. These will be carried over into the new summative state assessments in ELA, but to minimize the summative assessment footprint, each student will receive a prompt from only one genre, with some approach to matrix sampling of genres (i.e., spiraling genres within classroom, spiraling genres across grades) to ensure coverage. Provide a proposal for how to approach matrix sampling to maximize the utility of reporting to all audiences, keeping in mind the opportunity for more informative reporting on interim assessments.

### Assessment claims

The claims from the Spring 2019 assessment will be retained for Spring 2020 and may be modified or replaced as the assessment system transitions toward a custom New Mexico assessment. Provide a proposal for an evidence centered approach to modifying or replacing assessment claims as the system evolves over the period of this contract.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A3* |
|  |

For the summative college admission assessment, propose an approach to assessment claims and the college admission assessment that addresses alignment to existing state content standards where alignment is externally and independently evaluated using an approach that addresses not only content categories but disciplinary practices or cognitive demand as well.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) D2* |
|  |

For summative assessment of SLA in grades 3-8, propose an approach to developing assessment claims or identifying/adapting existing assessment claims from an existing assessment.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) B* |
|  |

For interim assessment in grades 3-12, propose an approach to adapting assessment claims for interim assessment, keeping in mind the need to identify prioritized model instructional units as the basis for interim assessment as noted in section IV.A. *Note that for grade 9-10, existing claims should be addressed for the interim assessment, which may be different than for the college admission assessment*.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) C2* |
|  |

For interim assessment in grades K-2, propose an approach to extending assessment claims downward to grades K-2, accounting for unique needs of early learners and the desired diagnostic nature of K-2 interims.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) C2* |
|  |

### Achievement level descriptors

The ALDs from the Spring 2019 assessment will be retained for Spring 2020 and may be modified or replaced as the assessment system transitions toward a custom New Mexico assessment. Provide a proposal for an evidence centered approach modifying or replacing ALDs as the system evolves over the period of this contract.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A3* |
|  |

For the summative college admission assessment, propose an approach to ALDs and the college admission assessment that addresses alignment to existing state content standards where alignment is externally and independently evaluated using an approach that addresses not only content categories but disciplinary practices or cognitive demand as well.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) D2* |
|  |

For summative assessment of SLA in grades 3-8, propose an approach to developing ALDs or identifying/adapting existing ALDs from an existing assessment.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) B* |
|  |

For interim assessment in grades 3-12, propose an approach to adapting ALDs for interim assessment, keeping in mind the need to identify prioritized model instructional units as the basis for interim assessment as noted in section IV.A. *Note that for grade 9-10, existing claims should be addressed for the interim assessment, which may be different than for the college admission assessment*.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) C2* |
|  |

For interim assessment in grades K-2, propose an approach to extending ALDs downward to grades K-2, accounting for unique needs of early learners and the desired diagnostic nature of K-2 interims.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) C2* |
|  |

### Item type selection and item specifications

In order to ensure that the State assessments adequately measure higher-level cognitive skills described in the State’s content standards, it is important to identify the types of items that can accomplish the task. Propose a sound method that derives item type selection from the content standards and the ALDs, and for developing item specifications tied to specific content standards and associated cognitive complexity/disciplinary practices.

For summative assessment in grades 3-8, propose an approach to transitioning to fully-custom content that moves from the existing item types in TAMELA to the proposed item types (which may or may not be the same) over time.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A3* |
|  |

For the summative college admission assessment, propose an approach to identifying new item types or justifying existing item types, or adapting existing item types based on addressing alignment to state content standards where alignment is externally and independently evaluated using an approach that addresses not only content categories but disciplinary practices or cognitive demand as well.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) D2* |
|  |

For summative assessment of SLA in grades 3-8, propose an approach to developing item types or identifying/adapting/adding existing item types from an existing assessment, based on addressing alignment to state content standards where alignment is externally and independently evaluated using an approach that addresses not only content categories but disciplinary practices or cognitive demand as well.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) B* |
|  |

For interim assessment in grades 3-12, propose an approach to identifying new item types, justifying existing item types, and/or adapting existing item types for interim assessment, keeping in mind the need to identify prioritized model instructional units as the basis for interim assessment as noted in section IV.A.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) C2* |
|  |

For interim assessment in grades K-2, propose an approach to identifying new item types, justifying existing item types, and/or adapting existing item types for this population, accounting for unique needs of early learners and the desired diagnostic nature of K-2 interims.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) C2* |
|  |

### Procedural approach to testing

There are three basic procedural approaches to testing that have profound effects on item development, test development, test administration, scoring, and reporting. They are:

* Traditional fixed-form testing (FFT);
* Computerized item-adaptive testing (CIAT); and
* Computerized stage-adaptive testing (CSAT).

The PED prefers adaptive testing where it is feasible given the content area, student population, and cost, but does not desire to reduce its ability to build out the other components of the system procured under this contract. Indicate the proposed approach to testing for each assessment, accompanied by a sound rationale for the proposed approach as the best value in terms of minimizing cost and maximizing quality.

| **Offeror RESPONSE** | | |
| --- | --- | --- |
| *Applicable to service groups A3, B, C1, C2, D2, A6, and D3* | | |
| **Assessment** | **Proposed Approach** | **Justification** |
| ELA summative in grades 3-8 |  |  |
| Math summative in grades 3-8 |  |  |
| ELA interim in grades K-2 |  |  |
| Math interim in grades K-2 |  |  |
| ELA interim in grades 3-12 |  |  |
| Math interim in grades 3-12 |  |  |
| SLA summative in grades 3-8 |  |  |

### Test blueprints

The Offeror must propose a sound method for developing test blueprints that is consistent with the recommended mode of testing. At a minimum, the process for developing test blueprints must be consistent with the content standards, claims, ALDs, item types, and item specifications. The proposal must also incorporate the following:

* The number of test forms (for fixed form testing);
* The number of forms at each stage (for multistage adaptive testing);
* Security features, for example:
  + Enough forms to avoid catastrophic effects of item exposure (for fixed form testing and multistage adaptive testing); and
  + Item exposure limits (for item adaptive testing).
* Coverage of aspects of content standards or extensions/annotations of content standards, for example:
  + Claim, reporting category, assessment target, standard;
  + Domain, strand, cluster, standard; and
  + Intended cognitive complexity/demand addressed (e.g., DOK).
* Item type;
* Item difficulty range;
* Information curve target; and
* Number or range of items in each cell of the blueprint and each rollup category of the blueprint.

Blueprints should be developed with the intention to maximize information for very low and very high achieving students to avoid floor and ceiling effects and to avoid estimates of achievement with very large CSEMs.

For fixed-form (paper and multistage-adaptive) and item-adaptive tests with a sufficient item pool, blueprints should be highly detailed to ensure a consistent experience for each student. For relatively sparse item banks in item-adaptive testing, the blueprint may require some flexibility. This can be accomplished by providing ranges of items (rather than strict targets) in the most granular cells of the blueprint to account for constraints of the item pool. However, the ranges should not be so wide that they create considerable differences in student testing experiences.

For solutions for which blueprints already exist, describe the blueprints in detail and propose a sound method for making modifications to the blueprints as necessary.

The PED prefers to shorten the length of the summative assessment while still addressing alignment at the group level by incorporating a mechanism such as core and matrix sampling in which all students are administered items addressing a specific subset of content, with the remaining content being distributed randomly across students, where each student receives only a small number of additional items, but across an entire grade in a school, the majority of content is covered ever year. This will allow for shortening the summative assessments, reporting only overall scale scores and performance levels for individual students, but providing aggregate reporting on more elements (such as subscores) for classes, school, districts, the state, and student groups where there are enough students for such reporting. The PED also highly values complex tasks tapping cognitively complex skills, processes, and practices. If feasible, at least part of the core blueprint should be devoted to cognitively complex tasks to signal the value of such skills.

As a tradeoff for reducing summative test length, the interim (modular) assessments will allow for more detailed reporting on student strengths and weaknesses, which can then be used to guide teachers to appropriate formative assessment resources.

Describe in detail the Offeror’s proposal for blueprints.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

### Estimated testing time

The current testing time for students who take ELA and mathematics averages 5.5-6.0 hours; including only the time in which students are actively responding to test content. This is the maximum amount of testing currently utilized for assessment. In prior years, these tests were timed. This proposal should provide an estimated recommended time for administration, but Offeror should note that PED requires untimed testing.

In the Offeror responsebox below, fill in the white cells to indicate the anticipated testing time. *For interim assessment, enter anticipated testing time per model unit-based assessment.*

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Offeror RESPONSE** | | | | | | | | | | | | | |
| *Applicable to service group(s) A6 and D3* | | | | | | | | | | | | | |
| Subject | Grade | | | | | | | | | | | | |
| K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Summative ELA | - | - | - |  |  |  |  |  |  | - | - | - | - |
| Summative Math | - | - | - |  |  |  |  |  |  | - | - | - | - |
| Summative SLA | - | - | - |  |  |  |  |  |  | - | - | - | - |
| Summative college admission | - | - | - | - | - | - | - | - | - | - | - |  | - |
| Interim (not state required for districts) |  |  |  |  |  |  |  |  |  |  |  | - | - |

## Item, stimulus, and item cluster development

Item development, item review, scoring, standards setting, and other proposed activities must include New Mexico educators and PED and should take place in state, or virtually when possible. Provide an overall plan for meeting this requirement. Also, in all other subsections of this section where it is relevant, incorporate how this requirement will be met. *For summative college admission (service group D2), all responses in this section should address any augmentation needs identified in federal peer review.*

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

### Documentation

The documentation requirements described in section IV.I must be complied with for all activities and deliverables described this section. Confirm Offeror’s commitment to complying with documentation requirements.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

### Type of solution proposed

Given that a variety of types of products are acceptable to bid, the Offeror should respond to all parts of the item and stimulus development section as appropriate for whichever of the following is proposed:

* Items and stimuli custom developed for the PED
* The Offeror’s proprietary items and stimuli
* The Offeror’s proprietary items and stimuli customized for the PED
* Items and stimuli purchased or leased from another organization
* Items and stimuli purchased or leased from another organization and customized for the PED

This RFP is written with the assumption of custom item and stimulus development, but responses may be adapted based on the type of product proposed. Offeror proposals must address as many elements as possible with only minor adaptation if fully-customized development is not bid. For example, unless otherwise stated, rather than stating a proposal for how the requirements will be met, it is acceptable to present documentation of the processes, procedures, rules, and criteria used to develop existing items and stimuli and to provide an explanation of how work already performed is consistent with RFP requirements. Describe in detail the type(s) of product proposed:

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

The requirements for procedural documentation (section IV.I.) apply to this section. Indicate commitment to comply with this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

### Stages of item and stimulus review

For the purposes of contract compliance, invoicing, and processing stipends to item and stimulus writers, there are three stages of item and stimulus review:

* Internal reviews (after item or stimulus writing workshops and before initial review);
* Initial committee reviews (after passing internal review and before field testing); and
* Final committee reviews (after field testing and before operational use).

Items and stimuli may cycle through each stage multiple times depending on disposition at each review. The Offeror’s proposal may use different labels for stages of review. Enter the proposed labels in the space provided below.

|  |  |
| --- | --- |
| **Offeror RESPONSE** | |
| *Applicable to service groups A3, B, C, and D2* | |
| **RFP Stage-of-Review Label** | **Offeror’s Proposed Label** |
| Internal Review |  |
| Initial Committee Review |  |
| Final Committee Review |  |

#### Key stages of item and stimulus maturity

For the purposes of contract compliance, invoicing, and processing stipends to item and stimulus writers, there are five stages of item and stimulus maturity:

1. Ready for internal reviews (triggered by submission by the item or stimulus writer)
2. Ready for initial committee reviews (triggered by passing internal review)
3. Ready for field testing (triggered by passing initial committee review)
4. Ready for operational use (triggered by passing final committee review)
5. Ready for retirement or release (triggered by age of item or amount of exposure)

The Offeror’s proposal may have more levels of and may use different labels for stages of maturity. However, the proposal must clearly identify which proposed stage of maturity corresponds with each stage of maturity defined above. Describe in detail the proposed stages of maturity. Add rows as needed.

|  |  |  |
| --- | --- | --- |
| **Offeror RESPONSE** | | |
| *Applicable to service groups A3, B, C, and D2* | | |
| **Proposed Stage-of-Maturity Label** | **Definition** | **Associated RFP Label (if any)** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

#### Key stages of item-cluster maturity

Stage of maturity for item clusters is conjunctive, at least for the five key stages defined in section IV.S.3.a. This means that an item cluster can advance to a key stage of maturity if and only if enough of its items have advanced to that stage of maturity to satisfy the blueprint requirements the cluster was developed to satisfy. For example, an item cluster might be developed to incorporate a specific set of content standards, a specific range of cognitive complexity, and a specific set of item types. If these requirements are not met by items from the cluster that have achieved the key stage of maturity in question, the item cluster cannot be moved forward until additional items are revised or developed that result in the conditions being met. Acknowledge this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

#### PED involvement in approving movement to the next key stage of maturity

PED requires final approval before items and stimuli progress to each successive stage of maturity. Propose an approach to negotiating with PED to meet this requirement. Include a proposal for PED involvement with the understanding that the number of staff available for such tasks is very small.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

### Item types supported by the Offeror’s proposed solution

Describe in detail the item types supported by the Offeror’s proposed solution. Include for each item type each of the following:

* A narrative description;
* A list of all options available to item writers;
* A description of layout options available based on device type and screen size;
* A description of accessibility options built into the item structure;
* A description of each type of interaction students may have with item content;
* A description of how scoring rules are developed and options available for scoring rules; and
* Screenshots of key variants of the item type (for interactive item types, include representations of multiple states).

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

### Item specifications/task models

Item specifications/task models must be developed for various individual content standards of clusters thereof to identify the types of items that may be used and the high-level characteristics of items of each allowable type. The item type selection and item specifications/task models must be developed to match both the content and cognitive complexity of the (clusters of) content standards to which the item specifications/task model are attached. Describe in detail all applicable elements of the following:

* Existing item specifications/task models;
* The process used to develop existing item specifications/task models;
* The proposed process for developing item specifications/task models; and
* The proposed process for revising item specifications/task models as needed.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

Components of item specifications should be public facing along with other documents (e.g., blueprints, sample items, evidence statements) that promote assessment literacy for stakeholders. Provide a proposal for identifying what parts of these documents should be public facing and how that selection will be optimized to promote assessment literacy.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

### Cognitive laboratories of studies with similar purposes

The Offeror must incorporate cognitive laboratories or some other appropriate studies of student interaction with items, tasks, or item sets (where the set as a whole is intended to elicit more than the sum of individual items). The purpose for identifying a sample of items/tasks for review in these studies is to ensure that, at a minimum, representatives of each item type is reviewed. It is highly preferable for representative items from each item specification or task model be included in these studies. Describe in detail the proposed approach for identifying representative items for review, and clearly define the sampling unit (broad categories of sampling units might include item type, key variants of each item type, item specification or task model, key variants within each item specification or task model, or item types/specifications with high failure rates in item review). Describe the rationale for the proposed sampling unit. If qualifying studies have already been conducted, provided detailed documentation consistent with the requirements above, and a plan for further studies as necessary.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

The purpose of the studies is to evaluate whether the item elicits construct-irrelevant behavior and to evaluate whether the item elicits the intended knowledge and skills at the intended level of cognitive complexity. Describe in detail all of the following:

* The proposed procedure for conducting the studies;
* The proposed method for gathering data from the studies;
* The proposed method for analyzing data from the studies;
* The proposed approach to evaluating the degree to which items/tasks elicits construct-irrelevant behavior;
* The proposed approach to evaluating the degree to which items/tasks elicit the intended knowledge;
* The proposed approach to evaluating the degree to which items/tasks elicit the intended skills, practices, or processes;
* The proposed approach to evaluating the degree to which items/tasks elicit the intended cognitive complexity of knowledge, skills, practices, or processes; and
* The proposed approach to developing criteria for identifying items as problematic or acceptable.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

### Item development needs analysis

#### Analysis of needs for new item pool

Where a new item pool or bank must be developed, describe the proposed approach to targeting item development to maximize the PED’s return on investment in item development. For fixed-form testing proposals, describe in detail the methodology for estimating item development needs for each blueprint element for the specified number of forms. For multistage adaptive testing proposals, describe in detail the methodology for estimating item development needs for each blueprint element for the specified number of stages, the specified number of levels within each stage, and the specified number of forms within each level within each stage. For item adaptive testing proposals, describe in detail the methodology for estimating item development needs by lowest-level granularity of blueprint cells to create a pool that can satisfy the blueprint for all students while maintaining item security and desired measurement characteristics.

For whichever approach is proposed, include detailed descriptions of how the approach to estimating item development needs incorporates overages in item development to account for items and item families not surviving item review committees and for addressing challenges in in targeting item difficulty to meet needs for measurement precision (e.g., target test information curves for fixed-form and multi-stage adaptive testing; adequate measurement precision for all students with item-adaptive testing).

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

#### Ongoing analysis of item pool adequacy

Where an existing item pool or bank will be used (and after the first round of development for a new item pool or bank), describe the proposed approach to identifying areas of the blueprint with needs for better alignment (i.e., to content standards and/or cognitive complexity), larger numbers of items, greater variety in item types, and difficulty targeting to improved measurement precision. Describe in detail the methods that will be used for analysis, including at a minimum, how the following will be incorporated:

* Taking advantage of statistics from the existing pool and from past examinee populations to identify targeted item development needs. This is typically done through analysis of both simulated and actual test forms (for fixed form and multistage adaptive testing) or through analysis of both simulated and actual test administration (for item adaptive testing);
* Addressing common issues such as suboptimal alignment, inadequate security (high item exposure rates or inability to build enough forms), rarely or unused items/item families, and inadequate information/measurement precision;
* Analyzing common issues related to blueprint match, test security, and measurement precision by degree of achievement (e.g., by scale score/theta, by deciles, by quintiles) to ensure that mean values do not disguise problems on the extremes;
* Diagnosing potential issues in the item development process and/or blueprint development process leading to rarely used or unused items and item families;
* A report identifying targeted item development needs and recommending potential improvements in the item development process; and
* A process by which the results of the report will be incorporated directly into the next round of item development to maximize the PED’s return on investment (i.e., an item development plan tied directly to the results of the adequacy review).

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

In addition, the Offeror must provide a comprehensive report describing ongoing analysis of item pool adequacy that (1) summarizes the results of the analysis, (2) provides a plan for item development that is directly linked to the results of the analysis, and (3) recommends (where appropriate) modifications to the item development process based on the results of the analyses. The same three categories (fixed form, multistage adaptive, item adaptive) should consider the same issues as described in section IV.S.7.a. Provide a high-level outline of such a report followed by a description clearly laying out how the plan for item development will be directly linked to the results of the analysis.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

### Stimulus writing and/or procurement

PED desires to use a mix of procured and commissioned stimuli, weighted toward the option that is the most cost effective, with the additional requirement that there must be at least one (1) commissioned stimulus on any assessment that uses stimuli.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

Stimulus materials must be developed or procured to simultaneously minimize construct irrelevant variance in student responses and to maximize alignment to the intended content and cognitive complexity of the associated items. For example, this might be accomplished in non-reading tests through ensuring that text-based stimuli are always at least one grade below grade level, but on grade level in reading. Other approaches might include the following: vocabulary restrictions, limits on passage length, careful consideration of digits of precision for tables and graphs, and addressing the need for paired, tripled, or quadrupled stimuli (e.g., for addressing intertextual comprehension in reading or ability to synthesize both tabular and graphical information in math). Describe the proposed approach to minimizing stimuli causing construct irrelevant variance, maximizing alignment to intended process/practice/cognitive complexity, and balancing these competing needs:

* Describe in detail the proposed approach to procuring stimuli, including all of the following:
* Original sources of potential stimuli (e.g., classic works of literature, contemporary works of literature, top tier magazines, mid-tier magazines, top-tier newspapers, mid-tier newspapers, local newspapers, blogs, etc.);
* Checklists, criteria, and procedures for vetting potential stimuli before procurement;
* Entity(s) from which potential stimuli may be procured;
* Ensuring that copyright permissions will be owned by the PED; and
* Ensuring that copyright permission agreements will be sufficiently lengthy to ensure the ability to use items based on the stimuli for many cycles of testing.

If the Offeror does not include the Copyright Clearance Center as a provider of stimulus materials, the proposal must provide a strong argument for greater value of the proposed approach.[[5]](#footnote-6)

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

#### Custom-developed stimuli

##### Ongoing PED access

With the exception of the college admission assessment, describe in detail the proposed approach to ensuring that the PED has continued access to stimuli used on assessments covered by a contract developed from this RFP to avoid having to make considerable changes in the transition to another Contractor at the end of the contract.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

##### Stimulus writing committees

Describe in detail the population from which stimulus writers will be selected (e.g., certified teachers in the content area and grade level, persons with at least a bachelor’s degree in the content area or a very similar area, established and published authors, etc.). Give a rationale for the selection of that population.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

Describe in detail the specific qualifications for stimulus writers. Include whether committees will be Offeror staff (acceptable) or will be a PED committee composed of jointly selected members (preferred). Address all of the following:

* Proposed approach to achieving appropriate diversity in the committee composition;
* Proposed approach to identifying potential stimulus writers;
* Proposed approach to recruiting potential committee members;
* Proposed approach to vetting and deciding whether to invite potential committee members; and
* Proposed approach to maintaining the committee membership.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

Describe in detail the approach to training stimulus writers, attending specifically to addressing and balancing the following competing needs:

* Maximizing alignment to the intended knowledge, skills, practices, processes, and level of cognitive complexity;
* Maximizing accessibility for SWDs and ELs while maintaining alignment;
* Avoiding text complexity above the specified grade level or far enough below grade level (e.g., above grade level in reading, no less than *N* grades below grade level in other subjects);
* Avoiding potential sources of construct-irrelevant variance, including all of the following:
* Potentially distracting elements;
* “Tricky” items;
* Unnecessary linguistic load;
* Unnecessary complexity;
* Developmentally inappropriate expectations;
* Insensitivity to various culture and student groups;
* Potential sources of bias;
* Inaccessibility; and
* Assuming culture-specific background knowledge.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

Provide a complete set of training materials for stimulus writers with accompanying explanation as appropriate.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

Provide a detailed proposal for hosting stimulus writing workshops. Include all of the following:

* Providing feedback to writers;
* Deliberately developing a cadre of master writers;
* Hosting the workshops, including all logistical needs and all Offeror, PED, and writer expenses;
* A proposed agenda for a stimulus writing workshop; and
* Identifying and dismissing poorly-performing writers.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

### Item writing

#### Ongoing PED access

For custom development, all elements of all items written under this contract must be the property of PED (except for permissioned stimuli). For proprietary or leased items, all elements of all items used under this contract must remain available to the PED after the end of the contract without restrictions on adaptation or appearance on PED assessments. Ongoing PED access must be either without cost or at a cost-effective rate after the contract has ended. Describe in detail how this requirement will be met.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

#### Item writing committees

##### Sources of item writing committee members

Describe in detail the population from which item writers will be selected (e.g., certified teachers in the content area and grade level, persons with at least a bachelor’s degree in the content area, etc.). Give a rationale for the selection of that population.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

##### Committee composition

Item writing committees will be composed of New Mexico educators. Address all of the following:

* Proposed approach to achieving appropriate diversity in the committee composition;
* Proposed approach to identifying potential item writers;
* Proposed approach to recruiting potential committee members;
* Proposed approach to vetting and deciding whether to invite potential committee members; and
* Proposed approach to maintaining the committee membership.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

#### Item writer training

Describe in detail the approach to training item writers, attending specifically to addressing and balancing the following competing needs:

* Principles for checking the quality of one’s own work, specific to item type if appropriate;
* Maximizing alignment to the intended knowledge, skills, practices, processes, and level of cognitive complexity;
* Maximizing accessibility for SWDs and ELs while maintaining alignment;
* Avoiding potential sources of construct-irrelevant variance, including all of the following:
* Potentially distracting elements;
* “Tricky” items;
* Unnecessary linguistic load;
* Unnecessary complexity;
* Developmentally inappropriate expectations;
* Text complexity above the specified grade level or far enough below grade level (e.g., above grade level in reading, no less than *N* grades below grade level in other subjects);
* Insensitivity to various culture and student groups;
* Potential sources of bias;
* Inaccessibility; and
* Assuming culture-specific background knowledge.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

Provide a complete set of training materials for item writers with accompanying explanation as appropriate:

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

### Item writing workshops

Provide a detailed proposal for hosting item writing workshops. Include all of the following:

* Providing feedback to writers;
* Deliberately developing a cadre of master writers;
* Hosting the workshops, including all logistical needs and all Offeror, PED, and writer expenses;
* A proposed agenda for an item writing workshop; and
* Identifying and dismissing poorly-performing writers.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

As a cost option, propose an approach to the implementing the following:

* For constructed response items, requiring either standard scoring rubrics be used for a given item specification, or that the item writer develop a scoring rubric and sample responses at each score point on the rubric; and
* For traditional multiple choice or multiple select items, requiring item writers to develop a description of why (each) correct answer is correct and what common misconceptions are captured by each incorrect answer.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

### Stimulus and item review

All custom-developed items and stimuli must be submitted for internal and initial committee review. All existing items and stimuli must be submitted for final committee review. Any custom-developed items flagged based on field test data must also be submitted for final committee review. Indicate understanding of and commitment to comply with these requirements. PED will provide final approval of all items.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

#### Types of review committees

All stimuli and items must be reviewed by New Mexico stakeholders for accuracy, potential bias, potential insensitivity, and potential inaccessibility, regardless of whether stimuli and items are custom developed, proprietary, or procured from another organization. PED will provide final approval of all committee members. At a minimum there must be two committees, but the responsibilities may be organized into more than two committees if desired:

* Content review committee (reviews items and stimuli for accuracy, unnecessary complexity, and developmental appropriateness);
* Fairness review committee (reviews items and stimuli to remove and/or revise items that exhibit bias, insensitivity, or inaccessibility or that are not culturally responsive to New Mexico’s uniquely diverse student and educator population). Fairness review committees must include both representatives of and advocates for each federally required student group.
* The Offeror’s proposal for composition of these committees is limited to practicing New Mexico teachers of all of the following groups of students:
* General education;
* Special education, dealing with various specialties;
* Bilingual/English language;
* Locale of teaching assignment (rural, town, suburban, urban);
* Gender;
* Racial/ethnic groups; and
* Economically disadvantaged students.
* PED reserves the right to invite other New Mexico stakeholders and PED staff as observers.

Please describe in detail the review committees proposed, including the incorporation of advocates into fairness review committees.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

From this point on, all responses addressing stimulus or item review must address each type of review committee described in the response above.

#### Internal review

Describe the Offeror’s proposal for internal review of items and stimuli immediately after item and stimulus writing workshops. Include any business rules, checklists, and/or criteria for internal review. Attend to minimizing the number of items and stimuli review committees reject or return for revision.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

#### Review committee facilitators

##### Identifying and recruiting review committee facilitators

Describe in detail the Offeror’s proposal for identifying and recruiting with a focus on qualifications and desired characteristics of facilitators. Incorporate both initial and final review. Include in the proposal a method for collaborating with PED to finalize expectations for, recruit, and identify committee facilitators.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

##### Training review committee facilitators

Describe in detail the Offeror’s proposal for training potential committee facilitators, with a focus on drawing out participation of less vocal committee members, addressing imbalance of more vocal committee members, and increasing the ability of committee members to challenge assumptions and to advocate for groups of students they represent in a collegial and respectful environment. Incorporate options for different levels of involvement of PED staff in these activities. Include in the response the following:

* A sample of detailed training materials, including drawing out participation of quiet panelists, moderating the influence of overly vocal panelists, and addressing conflicting priorities among panelists;
* A proposed outline for addressing the addition of student advocates to the Fairness Review Committee; and
* A sample detailed training meeting agenda.

Be sure to incorporate training for both initial and final review workshops.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

#### Committee membership

##### Selection of committee members

Describe in detail the Offeror’s proposal for recruiting persons eligible to be members of each committee. Include a proposed method for collaborating with the PED to finalize these considerations.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

##### Committee composition

The Offeror’s proposal for composition of these committees must including representation of all of the following groups of students:

* General education;
* Special education, dealing with various specialties;
* Bilingual/English learners;
* Locale of teaching assignment (rural, town, suburban, urban);
* Geographic regions of the state;
* Gender;
* Racial/ethnic groups; and
* Economically disadvantaged students.

For the committee(s) responsible for fairness review, it is highly preferable that where feasible, “representation” for these groups of students be defined as both:

* Teaching students in these groups; and
* Being or having been a member of the student group(s) the committee member is to represent.

However, it is not expected that both parts of the definition will be embodied in every member of the committee. Describe in detail the proposal for review committee composition. Incorporate a proposed method for finalizing these considerations in collaboration with the PED.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

##### Building and maintaining review committees

Describe in detail the proposed solution for all of the following areas:

* Qualifications for eligibility;
* Proposed approach to identifying, recruiting, and training potential committee members;
* Proposed approach to maintaining the committees over time;
* Proposed approach to developing a cadre of master item reviewers;
* Proposed approach to monitoring committee member performance; and
* Proposed approach to retraining (and, if necessary, dismissing) poorly performing committee members.

Incorporate a proposed approach to collaborating with the PED to finalize the proposed solution.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

The PED desires to increase the presence of education stakeholder viewpoints that advocate for and reflect the underrepresented student populations as well as a cross sample of participants that represent the cultural and linguistic composition of the student populations (e.g., Native American, English learners, students with disabilities, Hispanic, African American, Asian) to advocate on behalf of New Mexico’s students. In addition, the PED desires to increase the capacity of all groups on the fairness review committee to advocate on behalf of the students the members represent. Propose an approach to accomplish both of these objectives.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

#### Stimulus and item review workshops

The Offeror is responsible for carrying out both *initial* and *final* stimulus and item review workshops where *initial review workshops* are conducted before items are field tested and *final review workshops* are conducted after field testing informed by analyses of field test data.

The Offeror is responsible for carrying the initial and final review workshops with the committees described in section IV.S.11.a. In the Offeror response boxes below, describe in detail the proposed approach to the meetings. For data-based review workshops, responses may rely on descriptions of initial review workshops, identifying parts that occur only in data-free reviews, and adding parts that are unique to data-based reviews. The descriptions must clearly address all elements described in the following subsections in whichever committee (content vs. fairness) or stage (initial vs. final review with data from field test) is appropriate.

##### Item statistics calculated for final review

Describe in detail the proposed statistics to be calculated from field test data for incorporation into final committee review. Include at a minimum all the following if the measurement model(s) make it possible for these statistics to be calculated for dichotomous and polytomous items:

* Classical item difficulty (standardized to a 0-1 scale for polytomously scored items);
* Item score distribution (for polytomously-scored items);
* Item option selection distribution (for selected response items);
* Corrected item-total correlation;
* Corrected option-total correlation;
* IRT item statistics (indicate what IRT model is used to justify the proposed statistics); and
* DIF statistics (indicate the model used to calculate DIF statistics).

For each statistic:

* Clearly define each statistic, including formulas for calculation;
* Clearly define and justify proposed criteria for flagging items for final review;

Clearly identify what data will be included for each item for final committee review.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

Finally, address proposed statistics helpful for stimulus review.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

##### Information to be presented for each item or stimulus

At a minimum, describe in detail how the proposed solution addresses each of the following:

* How the item or stimulus itself will be presented to panelists;
* The item or stimulus metadata that will be presented to panelists; and
* The item or stimulus statistics that will be presented to panelists.

Provide a proposal for committee review workshops. Be sure to include how *initial review* differs from *final review*.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

##### Workshop materials

Describe in detail the materials that will be used to conduct the review committee workshops, including the following at a minimum, depending on the type of committee review taking place:

* A sample participant agenda;
* A sample detailed facilitator agenda;
* A sample detailed facilitation protocol, including step-by-step sections for guiding the committee through the following:

Include in the proposal how the workshop will address all of the following:

* Reviewing a single stimulus;
* Reviewing a single item, addressing any uniqueness of each item type or key variant of each item type;
* Additional review of an item set as a whole (after reviewing each item in the set);
* A sample of a complete set of training materials that must include training on all of the following (where each of the following is placed into the proposal for the appropriate committee):
* Understanding and using item statistics flags;
* Individual panelist item alignment review, including:
* Identifying matching content standard(s); and
* Identifying elicited skills, processes, practices, and/or cognitive complexity.
* Individual panelist stimulus and item scrutiny to identify:
* inaccurate elements;
* distracting elements;
* irrelevant elements;
* unnecessary complexity;
* developmental inappropriateness;
* bias;
* insensitivity;
* inaccessibility; and
* problematic issues regarding cultural responsiveness.
* stages of the item development cycle

For each type of issue identified above, provide annotated samples of the following:

* Stimuli and items that should be rejected;
* Stimuli and items that should be recommended for revision with accompanying recommendations; and
* Stimuli and items that should be accepted as is.

Provide a proposal for meeting these requirements. Be sure to include how initial review differs from final review.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

Finally, propose a detailed approach to addressing the following two key issues in committee review workshops:

* Stepping through the process as seen from the panelist perspective (i.e., stepping through various panelist data-entry screens or whatever data-gathering approach is used; screenshots should be provided); and
* Training for panelists to ensure that panelists serve as advocates for the student groups they were selected to represent.

Be sure to include how initial review differs from final review.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

##### Key workshop activities

Describe in detail the proposed approach to carrying out each of the following key workshop activities:

Individual panelist review of each stimulus or item, including all the following:

* Item alignment review for best matching content standards, elicited skills/processes, and level of cognitive complexity (i.e., DOK)[[6]](#footnote-7);
* Rating items for the presence of the following issues (where for each identified issue the individual panelist provides a free response description of why the issue should be considered):
  + Inaccurate elements
  + Distracting elements
  + Irrelevant elements
  + Unnecessary complexity
  + Developmental inappropriateness
  + Bias
  + Insensitivity
  + Inaccessibility
* Group review of each stimulus or item, including all of the following:
* Alignment
* Group discussion of all alignment categories identified in individual review
* Consensus identification of alignment categories (e.g., content standard(s) addressed, skill(s) elicited, process(es) elicited, level(s) of cognitive complexity demanded)
* Identified issues (if any)
* Group discussion of each issue raised in independent review
* Developing a consensus recommended disposition for each item or stimulus
* Developing a consensus rationale for any disposition other than accepting an item or stimulus as is
* Documenting a committee consensus disposition for each item (e.g., reject, accept with specific minor revisions, refer to writers for revision, accept as is), with a consensus rationale for the disposition if it is anything other than accepting the item as is.
* For any disposition other than accepting as is, providing a consensus rationale for the disposition

Be sure to include how initial review differs from final review.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

##### Committee workshop logistics

The Offeror is responsible for all workshop costs, including all of the following:

* Inviting workshop participants in a timely manner
* Tracking RSVPs and identifying replacement participants as possible
* Communicating with participants and providing reminders as appropriate
* Hosting the meeting (including procuring meeting space and all logistics)
* Travel and lodging costs at state rates for Offeror staff and participants as needed. Mileage reimbursement rates are established by the New Mexico Department of Finance and Administration (DFA) and can be found at: <http://www.nmdfa.state.nm.us/>
* Communicating reimbursable expenses and limits to committee members
* Paying up to $125 daily stipends for review committee members who attend review workshops OR substitute reimbursement.
* Offeror must provide all workshop materials (e.g., handouts, PowerPoint presentations, guides) to PED in advance for approval.
* PED staff will attend workshops and should be included/seated as participants. Participants shall be seated in rounds with at least two groups of five for each grade level per content area.

Describe in detail the proposal for managing workshop logistics. Be sure to include how initial review differs from final review.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

#### Invoicing for custom-developed items and stimuli

##### Staged invoicing

For custom-developed stimuli and items, the Offeror shall invoice for stimuli and items based on moving forward to specific key stages of item, item cluster, or stimulus maturity as defined in section IV.S.3.a. Invoices for each piece (stimulus, item cluster, or independent item) shall be included on invoices on the following basis:

* One half of per-piece cost may be invoiced upon achieving the maturity “Ready for field test”
* The remaining one half of per-piece cost may be invoiced upon achieving the maturity “Ready for operational use”

Note the definition of item cluster maturity in section IV.S.3.b. Indicate commitment to comply with this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

#### Addressing potential conflict of interest

Because the Offeror will be responsible for passing each item or stimulus through internal review and for facilitating review meetings at which items and stimuli may pass initial review and final review, there is a potential conflict of interest that could result in subconsciously or intentionally passing marginal items through each review. Describe how the proposed approach addresses this potential conflict of interest.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

#### Stipends for stimulus and item writers

The Offeror is responsible for paying stipends to stimulus and item writers. The PED prefers for these stipends to be coherent when considered in conjunction with stipends for review committee members as described in section IV.S.11.e.v. The PED also prefers for item and stimulus writer stipends to be structured as a minimum daily stipend plus a graduated per-piece approach to payment to match the staged invoicing described in section IV.S.11.f.i. However, the PED will also consider alternate proposals. Describe the Offeror’s proposal for paying stipends to stimulus and item writers.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

### Item authoring, development, review and banking software

Describe in detail the proposed item authoring, development, review, and banking solution(s), including all of the following:

* Key features, including those targeting single sign on, role-based workflows, productivity, auditing, versioning, notifications, security, etc.,
* Technical specifications for each major component of the proposed solution(s) that provide sufficient detail for the State’s IT group to conduct a thorough and detailed technical evaluation,
* Compliance with current interoperability standards such as QTI or APIP in terms of tagging, data structures, data export and import. PED prefers a vendor who is IMS certified and should provide evidence of certification or a plan to become certified within 1 year;
* The absence of proprietary tags that would reduce the value of items, stimuli, or item clusters if transferred to another interoperable system,
* The ability to export and import XML files,
* The ability to export and import to and from the item bank in PDF and Word document formats,
* Rendering functionality consistent with the administration platform,
* Display templates for each item type to accommodate devices of various types, operating systems, screen sizes, and input devices,
* Item metadata that can be captured,
* Item statistics that can be captured,
* Potential variations on the types of scoring rubrics and scoring rules that are possible in the system,
* Automated analyses that can be performed,
* The complete workflow process for items, stimuli, and item clusters as they progress through the various stages of maturity, such as assignment to writer, ready for internal review, returned to writer for revision, ready for initial committee review, ready for field test, used as field test, ready for final committee review, ready for operational use, used operationally, released, retired.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

### Relevant experience and qualifications

Provide specific evidence of the Offeror’s experience and qualifications relevant to the scope and complexity of the requirements for item, stimulus, and item cluster development described in this RFP. The response may refer to broader responses on experience and qualifications if the broader response provides sufficient evidence specific to this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

## Test development

### Documentation

The documentation requirements described in section IV.I must be complied with for all activities and deliverables described in this section. Confirm Offeror’s commitment to complying with documentation requirements.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

### Test form construction

Each procedural approach to testing defines a test form differently. Traditional fixed-form tests tend to have multiple forms all built to the same blueprint, each of which comprises the complete test experience for an individual student, and all of which are constructed to be interchangeable. Item-adaptive tests tend to build a unique test form for each student based on an item selection algorithm. Stage-adaptive tests tend to have multiple stages each of which has a blueprint to which multiple forms are built. An overall test form is the combination of forms a student receives at each stage, meaning that the number of unique overall forms is the product of the number of forms at each stage.

For each group of assessments with materially different test form construction processes, provide in detail the proposed approach to test form construction. Be sure to incorporate into the response documentation of work flows, flowcharts, business rules, measures, statistics, decision points, decision categories, decision criteria, quality control procedures, etc. In the response, be sure to incorporate each of the following as applicable to the procedural approach:

* Identifying the pool of items from the entire bank eligible for appearance on one or more test forms
* The number of recommended test forms necessary to balance protecting test security, reducing risk to the state, increasing content coverage, and minimizing cost
* Use of the test blueprint to guide form construction
* Item selection process or algorithm, including all business rules
* Development of test maps (e.g., database table or spreadsheet with one record per unique item included on any form). Item records should include all associated item statistics and metadata (such as form ID, item position, item family ID, item ID, associated stimuli IDs, correct answer, item type, maximum item score, allowable item scores, item function [e.g., field test, operational, external anchor], anchor item flag, core vs. matrix representation flag, item enemies, etc.). Describe and define all desired item data to be listed in test maps.
* Simulation design for adaptive tests to evaluate measurement precision across multiple achievement ranges (e.g., deciles)
* Method for developing information curve targets for new tests
* Method for achieving information curve matching (and pre-equating design, if appropriate) for continuing tests, including
* Projected test information curves compared to target
* Projected conditional standard error of measurement curves
* Projected marginal reliability by ability range and overall
* Projected classification accuracy by ability range and overall
* Projected classification consistency by ability range and overall
* Method for selecting items to match the blueprint
* Process for operational item selection
* Process for vertical and/or horizontal linking item selection
* Process for field test item selection
* Software used for test form construction (open source is preferable, commercially available is acceptable, proprietary is acceptable if the code can be closely replicated in outside software using provided detailed documentation)
* Outline of test development report (including analysis of alignment and projected measurement precision)
* Item selection methodology and business rules for fixed-form testing
* Initial placement and routing rules for stage adaptive assessment
* Test administration simulation design to evaluate adequacy of the selected item pool to meet blueprint requirements and achieved desired measurement precision across all ranges of student achievement
* Outline of report of simulation design, implementation, results, and implications.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

#### Item-adaptive testing algorithm

##### High-level description

If proposing item-adaptive testing, provide a high-level description of the adaptive algorithm, noting at a high level each major aspect accounted for by the algorithm and the approach used to account for that aspect. This should include such aspects as starting values, starting rules, blueprint constraints, item exposure, item underuse, item clusters vs. independent items, and stopping rules.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

##### Complete documentation

Provide thorough documentation of the adaptive algorithm that is sufficient to allow a psychometrician familiar with item-adaptive testing to replicate the operation of the algorithm to a strict degree of tolerance. This includes all of the aspects listed in the previous section as well as the following:

* Settings and constants used to constrain the algorithm based on policy decisions
* Settings and constants used to constrain the algorithm based on results of simulations
* Clear and complete definitions of every term used in calculations
* Step-by-step documentation of calculations
* Estimation rules

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

### Relevant experience and qualifications

Provide specific evidence of the Offeror’s experience and qualifications relevant to the scope and complexity of the requirements for test development described in this RFP. The response may refer to broader responses on experience and qualifications if the broader response provides sufficient evidence specific to this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2, and D2* |
|  |

## Alignment

### Alignment of assessments

Offeror must provide evidence of third-party (independent) alignment studies documenting alignment of content to state standards and/or propose an approach to conducting a third-party alignment study that attends strongly to cognitive complexity/disciplinary practices as appropriate to the proposed solution for content (stimulus, item, test) development. The evidence must include *all* studies by third parties addressing alignment to standards that deviate only minimally from the CCSS for Evaluation Committee review.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A3, B, C1, C2 and D2* |
|  |

### Alignment of assessment and data literacy materials and resources

For assessment and data literacy curriculum materials and professional learning resources, Offeror must propose an approach to ensuring that curriculum materials and professional learning resources are of high quality, high utility, and aligned to prioritized aspects of content standards for assessment and data literacy. Propose either an existing set of standards or a process for developing a set of standards for assessment and data literacy (an example of exhaustive standards can be found on the Michigan Assessment Consortium website at [www.michiganassessmentconsortium.org](http://www.michiganassessmentconsortium.org). An example of a more accessible and compact set of standards can be found in James Popham’s 2018 book *Assessment Literacy for Educators in a Hurry* [see <http://www.ascd.org/publications/books/119009.aspx>]).

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group E* |
|  |

Propose an approach to identifying high-priority standards that are the most likely to be useful to stakeholders in interpreting assessment reports and data.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group E* |
|  |

## Preparation for test administration

### Documentation

The documentation requirements described in section IV.I must be complied with for all activities and deliverables described this section. Confirm Offeror’s commitment to complying with documentation requirements.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A6 and D2* |
|  |

### College admission test preparation

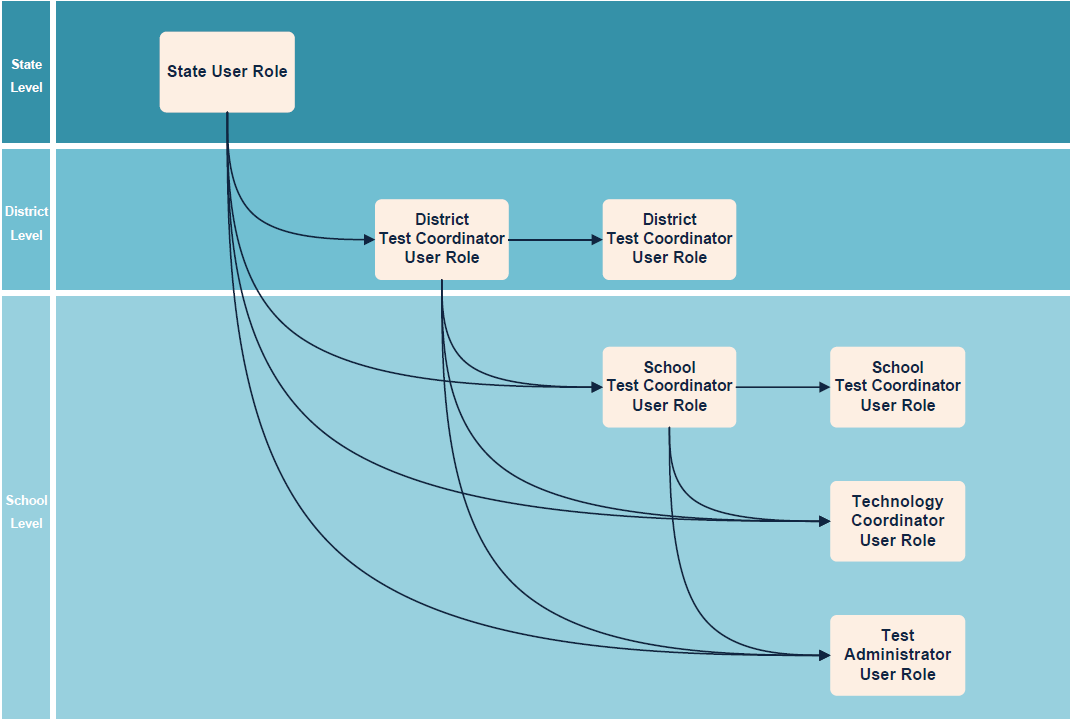
The college admission assessment must come with test preparation free of charge to the student. Propose a solution for providing free test preparation services to New Mexico high school students.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A6 and D2* |
|  |

### Local roles in the state assessment system

Figure 1 shows existing local roles in the state assessment system, where arrows indicate delegation and/or revocation of authority. Indicate in the Offeror response box how the Offeror will leverage this existing network of local roles for local-facing activities and IT systems.

Figure 1. Existing local roles in the state assessment system.



| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A6 and D2* |
|  |

### Manuals for district and school staff

#### Structuring multiple manuals for optimal utility

Propose a structure for separate stakeholder manuals to address all of the following:

* Early preparation (e.g., IT infrastructure, IEP designations, registration, requesting accessibility features)
* Near term preparation (e.g., IT preparations, preparing the testing environment)
* Test security (e.g., chain of custody, security agreements, monitoring administration, reporting violations)
* Assessment integrity (e.g., appropriate and inappropriate behavior before, during, and after testing)
* Test administration (e.g., IT management, progress monitoring, error reporting)
* Help desk and FAQs
* Crisis management

Be sure that the proposed structure attends to the following:

* All local roles defined in section IV.V.1
* Ease of use and intuitiveness for each local role
* Calling attention to critical issues
* Minimizing clutter not applicable to each role
* Maximizing consistency across all assessments

Provide a rationale for how the proposed structure optimizes the utility of the manuals.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A6, A8, D2, and D4* |
|  |

#### Individual manual contents and organization

For each proposed manual, provide a proposed outline of the contents, with annotations as necessary to explain the intention of specific sections. Identify how the proposed outline maximizes the utility of the manual for the intended audience.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A6, A8, D2, and D4* |
|  |

### Training for district and school staff

Training materials for the most recent test administration cycle can be found at the following URLs:

* <https://webnew.ped.state.nm.us/bureaus/assessment-3/district-test-coordinator/>
* <https://webnew.ped.state.nm.us/bureaus/assessment-3/spring2019mathela/>

In the first year of a potential new system, the PED requires the following:

* Up to 8 face-to-face workshops addressing pre-administration and data interpretation and use. These workshops may include semi-annual district test coordinator trainings. For face-to-face workshops outside of the scheduled test coordinator trainings sponsored by PED, the vendor will be responsible for all logistics.
* Pre-administration live webinar workshops prior to administration windows, with recording and hosting for later streaming as needed.

The Offeror must work with the PED to develop plans and materials for onsite training and must work with the PED to facilitate webinars. Propose sample agendas and provide sample materials for the required training events.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A6, A8, D2, D4, G1, G2, G3, and D9* |
|  |

#### Relevant experience and qualifications

Provide specific evidence of the Offeror’s experience and qualifications relevant to the scope and complexity of the requirements for preparation for test administration described in this RFP. The response may refer to broader responses on experience and qualifications if the broader response provides sufficient evidence specific to this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A6, A8, D2, D4, G1, G2, G3, and D9* |
|  |

## Test administration

### Documentation

The documentation requirements described in section IV.I must be complied with for all activities and deliverables described this section. Confirm Offeror’s commitment to complying with documentation requirements.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A6, A8, D2, D4, G1, G2, G3, and D9* |
|  |

### Test administration platform

Describe in detail the proposed test administration solutions, including at a minimum the following:

* Components of the platform, including such components as database servers, web servers, application servers, local caching servers, software update managers, secure browsers, web or local client applications for test administration management, test administration monitoring, test administration to students, rendering engines, etc.;
* Technical specifications for each component of the proposed solution(s) that provide sufficient detail for the State’s IT group to conduct a thorough and detailed technical evaluation;
* Key features, including those addressing single sign on, auditing, notifications, progress monitoring, test security monitoring, data security and integrity monitoring, test security protection, data security and integrity protection, disaster prevention, disaster recover, redundancy, load testing, etc.;
* Rendering similarity across device types, manufacturers, operating systems, operating system versions, form factors, screen sizes, and input modality;
* Number of simultaneous users for which the system is guaranteed to perform as intended;
* System requirements for all components of the platform used on any district or school employee or student device;
* Connectivity and per-user bandwidth requirements for all components of the platform used on any local educator or student device;
* Telemetry (process) data captured and available to use on a timely basis for test scoring, troubleshooting, and forensic analysis;
* Automated analyses and reports for Offeror, PED, and district and school staff; and
* Provisions for incorporating paper-based backup test forms for the state summative assessments to address localized deficiencies in connectivity and/or device infrastructure.

| **Offeror RESPONSE** |
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| *Applicable to service groups A6, A8, D2, D4, G1, G2, G3, and D9* |
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### Irregularities

Basic training materials on test security from the most recent test administration cycle can be found on slides 24-31 of a PowerPoint presentation found at https://webnew.ped.state.nm.us/bureaus/assessment-3/district-test-coordinator. The PED classifies irregularities as follows:

**Irregularities Associated with both Computer Based Administration (CBA) and Paper Based Administration (PBA) could include:**

* Physical interruptions (e.g., power outage, tornado warning, snow day, fire alarm);
* Psychological interruptions (e.g., traumatic events);
* Misadministration (e.g., inadvertent or intentional failure to follow instructions);
* Prohibited behavior (e.g., inappropriate behavior that may result in voiding scores);
* Prohibited devices (i.e., electronic devices capable of communication with other devices);
* Prohibited materials (e.g., construct-relevant materials on the walls or whiteboard); and
* Prohibited persons (e.g., persons without a formal role in state testing).

**Irregularities Unique to PBA could include:**

* Spoiled answer documents; and
* Special handling.

**Irregularities unique to CBA could include:**

* Contractor system failure;
* Contractor system slowdown;
* Contractor system intrusions;
* Client system failure;
* Client system slowdown; and
* Client system intrusions.

| **Offeror RESPONSE** |
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| *Applicable to service groups A8 and D4* |
|  |

#### Monitoring for irregularities

Describe in detail the proposed approach to monitoring for irregularities. Include all of the following:

* Structures for reporting misadministration (with associated protocols for routing);
* A dedicated, closely monitored phone number, online survey, or email address for self-reports;
* A dedicated, closely monitored phone number, online survey, or email address for whistleblower reports;
* Automated web and social media searches for secure content;
* Forensic analyses based on telemetry data;
* Automated analyses that notify Offeror, PED, or local staff of potential irregularities; and
* System malfunctions.

| **Offeror RESPONSE** |
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| *Applicable to service groups A8 and D4* |
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#### Responding to irregularities

Describe in detail the proposed approach to responding to potential irregularities based on each of the monitoring approaches described in the previous section. To prioritize prevention where possible, specifically address the following:

* Communicating with affected stakeholder in as close to real time as possible to avoid an information; blackout that may cause unnecessary anxiety or even additional damage;
* Containing any potentially damaging effects; and
* Ameliorating potentially damaging effects (e.g., if prohibited behavior is identified before the window is closed, there may be an opportunity to avoid canceled scores).

| **Offeror RESPONSE** |
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| *Applicable to service groups A8 and D4* |
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In addition, PED has an existing irregularities process as follows:

* If a testing irregularity occurs, the Test Administrator (TA) or other person with knowledge of the irregularity reports it immediately to the School Test Coordinator (STC);
* The STC reports the irregularity to the school principal and District Test Coordinator (DTC);
* Within three days, the DTC notifies the PED Assessment Bureau by phone or email. The DTC conducts an investigation to determine whether the incident is impactful or non-impactful, and whether a student test needs to be invalidated;
* The DTC completes a PED Test Irregularity Reporting Form that includes a recommendation as to whether the test should be invalidated, and what action should be taken. The DTC emails the form to ped.assessment@state.nm.us or submits through the online portal within ten days of the incident; and
* PED staff decide whether to accept the DTC recommendation, and may investigate further if warranted.

Student reprimands are handled at the local level. TA reprimands may be handled at the local level. Depending on the severity, PED may refer the irregularity for investigation and possible action by the Licensure Bureau.

Describe how the Offeror’s proposal complements the existing PED process. Include how the existing PED process could be improved by the Offeror’s proposal if applicable.

| **Offeror RESPONSE** |
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| *Applicable to service groups A8 and D4* |
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#### Disaster planning and recovery

At some point, a large enough number of irregularities or an irregularity affecting enough stakeholders becomes a disaster.

##### Defining disaster

Describe the proposed approach to defining a disaster for the various classes of irregularities described at the start of section IV.W.3.

| **Offeror RESPONSE** |
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| *Applicable to service groups A8 and D4* |
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##### Planning for disaster containment

In order to contain the effects of a disaster, it is important to have a plan in place for a rapid response. Propose a plan for disaster containment, with specifics as necessary for different classes of disaster. The plan should include at least the following:

* Immediate notification and emergency convening of the Executive Management Council and any additional key Offeror and PED staff;
* Bringing all Offeror hands on deck to prioritize diagnosing the cause, ending the disaster, and resuming normal operations;
* Rapid communication with school and district staff to avoid a communication blackout and unnecessary anxiety, indicating that an issue has been identified, what the issue is (if known), what the stakeholders should do, and that the Offeror and PED will keep the stakeholders updated as they learn more;
* Periodic convenings of PED staff to provide updates; and
* Periodic update communications with affected school and district staff.

| **Offeror RESPONSE** |
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| *Applicable to service groups A8 and D4* |
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##### Planning for disaster recovery

Containing a disaster (stopping the disaster and resuming normal operations) is by itself insufficient. It is also necessary to plan for disaster recovery (or to the degree possible, to ameliorate the impact for affected students, schools, districts, and the PED). Propose a plan for disaster recovery that addresses all of the following:

* Advance identification of potential possibilities for ameliorating the effects of various classes of disaster;
* A rapid convening of the Executive Management Council and any additional key Offeror and PED staff to review potential possibilities for amelioration for reasonableness, developing a plan to evaluate reasonable possibilities for feasibility, and reconvening to determine the actions to be taken;
* Ongoing communication with the affected school and district staff to apprise them of steps being taken as appropriate; and
* When actions to be taken have been determined, communicating those steps, choices affected schools and districts have, and the implications of those choices.

| **Offeror RESPONSE** |
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| *Applicable to service groups A8 and D4* |
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### Relevant experience and qualifications

Provide specific evidence of the Offeror’s experience and qualifications relevant to the scope and complexity of the requirements for test administration described in this RFP. The response may refer to broader responses on experience and qualifications if the broader response provides sufficient evidence specific to this requirement.

| **Offeror RESPONSE** |
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| *Applicable to service groups A8 and D4* |
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## Scoring

### Documentation

The documentation requirements described in section IV.I must be complied with for all activities and deliverables described this section. Confirm Offeror’s commitment to complying with documentation requirements.

| **Offeror RESPONSE** |
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| *Applicable to service groups F and D6* |
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### Rule-based automated scoring

Describe in detail all rule-based systematic automated scoring, ranging from simple rules (e.g., 0 if the student selected an incorrect response, 1 if the student selected the correct response) to moderately complex rules (e.g., 0 if the student selected anything but the right combination of responses, 1 if the student selected the right combination of responses) to the complex (e.g., tree-based scoring rules with large numbers of potential branches). Rule-based scoring could apply in any of the following situations:

* Selected response items (via image capture for a very small number of paper-based assessment, via student response selection data for the vast majority of students who will take digitally-based assessment);
* One-word free-response items with a small set of correct responses; and
* Technology enhanced items (e.g., with specific interactions assigned specific scores, with specific combinations of interactions assigned specific scores, with logic-tree-based scoring rules).

For each item type scored automatically using rule-based scoring, address all of the following:

* Procedures for developing scoring rules;
* Human readable documentation of each unique set of scoring rules;
* Procedures for testing scoring rules (including attempts to “break” the scoring process with ambiguous, anomalous, unexpected, or out-of-bounds data);
* Procedures for data capture, including relevant telemetry data and recording a final response;
* Procedures and criteria for identifying ambiguous, anomalous, unexpected, or out-of-bounds data;
* Procedures for human review of ambiguous, anomalous, unexpected, or out-of-bounds data; and
* Other quality control, user acceptance testing, and quality assurance procedures and criteria.

The Offeror shall propose a process for rescoring tests in the event that PED or LEA raises significant concerns about the accuracy of results. If rescoring is required due to an error made by the Contractor, the Contractor will bear 100% of costs for rescoring. Offeror’s response should include quality assurance processes for accurate scoring.

| **Offeror RESPONSE** |
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| *Applicable to service groups F and D6* |
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### Handscoring

#### Rangefinding (and anchor/training paper selection)

Describe in detail the intended outcomes of rangefinding and steps in the process used to achieve those outcomes. Include at a minimum identification of rangefinding papers, anchor papers, validity papers, and (if appropriate) a corpus of human-rated papers for training “artificial intelligence” scoring engines.

| **Offeror RESPONSE** |
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| *Applicable to service groups F and D6* |
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Describe in detail the qualifications for rangefinding facilitators and training they receive in facilitating rangefinding workshops

| **Offeror RESPONSE** |
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| *Applicable to service groups F and D6* |
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Describe in detail the population from which rangefinders will be selected (e.g., certified teachers in the content area and grade level, persons with at least a bachelor’s degree in the content area, etc.) Give a rationale for the selection of that population.

| **Offeror RESPONSE** |
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| *Applicable to service groups F and D6* |
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Describe in detail the specific qualifications for rangefinders. Include whether committees will be Offeror staff (acceptable) or will be a PED committee composed of jointly selected members (preferred). Address all of the following

* Proposed approach to achieving appropriate diversity in the committee composition;
* Proposed approach to identifying potential item writers;
* Proposed approach to recruiting potential committee members;
* Proposed approach to vetting and deciding whether to invite potential committee members; and
* Proposed approach to maintaining the committee membership.

| **Offeror RESPONSE** |
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| *Applicable to service groups F and D6* |
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Describe in detail the approach to training rangefinders, including sample training materials and criteria for acceptable performance.

| **Offeror RESPONSE** |
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| *Applicable to service groups F and D6* |
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Provide a detailed proposal for hosting rangefinding workshops. Include all of the following:

* Providing feedback to rangefinders;
* Deliberately developing a cadre of master rangefinders;
* Hosting the workshops, including all logistical needs and all Offeror, PED, and rangefinder expenses;
* A proposed agenda for a rangefinding workshop; and
* Identifying and dismissing poorly-performing rangefinders.

| **Offeror RESPONSE** |
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| *Applicable to service groups F and D6* |
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#### Operational handscoring

Describe the proposed qualifications for handscoring supervisors.

| **Offeror RESPONSE** |
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| *Applicable to service groups F and D6* |
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Describe the proposed role of handscoring supervisors.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups F and D6* |
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Describe in detail the population from which handscorers will be selected (e.g., certified teachers in the content area and grade level, persons with at least a bachelor’s degree in the content area, etc.). Give a rationale for the selection of that population.

| **Offeror RESPONSE** |
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| *Applicable to service groups F and D6* |
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Describe in detail the specific qualification for handscorers. Include whether handscorers will be Offeror staff or will be a PED committee composed of jointly selected members. Address all of the following:

* Proposed approach to identifying potential handscorers;
* Proposed approach to recruiting potential handscorers;
* Proposed approach to vetting and deciding whether to invite potential handscorers; and
* Proposed approach to maintaining the necessary cadre of handscorers.

| **Offeror RESPONSE** |
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| *Applicable to service groups F and D6* |
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Describe in detail the approach to training handscorers, including a training agenda, sample training materials, and criteria for certifying a potential handscorer as a qualified handscorer.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups F and D6* |
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Provide a detailed proposal for implementing handscoring activities. Include all the following:

* Providing feedback to handscorers;
* Monitoring handscorer performance;
* Monitoring reliability (e.g., interrater reliability);
* Monitoring accuracy/validity (e.g., using randomly seeded anchor papers);
* Monitoring rater drift;
* Deliberately developing a cadre of master handscorers;
* Assuming the cost for all activities associated with handscoring;
* Criteria for identifying poorly performing handscorers;
* Procedures and criteria for retraining or dismissing poorly-performing handscorers;
* Provisions for rescoring papers scored by poorly performing handscorers;
* Requirements for sampling papers for additional reads to monitor reliability;
* Procedures to route difficult-to-score responses to handscoring supervisors;
* Procedures to route alert papers to handscoring supervisors for handling (e.g., threats of violence to self or others, disclosure of criminal activity, disclosure of abuse or assault);
* Definitions of condition codes; and
* Providing daily, weekly, and cumulative reports on handscoring.

| **Offeror RESPONSE** |
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| *Applicable to service groups F and D6* |
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### Artificial intelligence scoring

What is often called artificial intelligence scoring is not actually based on artificial intelligence but is instead based on training a scoring engine using a large corpus of human-scores responses. The artificial intelligence task is then to analyze various characteristics of student responses in the training corpus and to as nearly as possible associate those characteristics with the various attainable scores in the same way as human raters. The distinction is an important one because a scoring model trained in such a way can be inspected to identify on what basis scores are being assigned, and how the various characteristics of responses are weighted in assigning scores. This creates the ability, for example, to validate the automated scoring based on theoretical relationships between response characteristics and good writing.

Automated scoring based on approaches such as deep learning that more approximate artificial intelligence generally does not allow for clarity regarding the basis on which scores are assigned, and therefore should not be proposed unless there is a way to clearly establish the basis for scoring and the weights being used in scoring. For any artificial intelligence scoring, describe in detail the proposed approach. Include at a minimum all of the following:

* A thorough description of the procedures/analyses used in scoring with enough specificity to allow a competent analyst to replicate the process to a strict level of tolerance;
* Scoring engine training procedures and/or scoring rule development procedures, including routing for human scoring any papers that fall into these exceptional categories:
* Hard-to-score papers (e.g., highly creative papers, difficult to read handwriting, poor spelling);
* Assigning condition for aberrant responses (e.g., off-topic but well written, written in a foreign language);
* Alert papers (i.e., those that describe danger and/or commission of a serious crime against self or others);
* Scoring engine monitoring procedures, including sampled papers for human read-behind and analysis;
* Criteria for successful automated scoring;
* Procedures for responding to missed quality criteria; and
* Mock or sample daily, weekly, and cumulative quality monitoring reports.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups F and D6* |
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### Relevant experience and qualifications

Provide specific evidence of the Offeror’s experience and qualifications relevant to the scope and complexity of the requirements for item scoring described in this RFP. The response may refer to broader responses on experience and qualifications if the broader response provides enough evidence specific to this requirement.

| **Offeror RESPONSE** |
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| *Applicable to service groups F and D6* |
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## Psychometrics

To preserve longitudinal trendlines and interpretations, PED’s intent is to maintain the comparability of outcomes between New Mexico’s current transition assessments in mathematics and ELA (TAMELA) and the new assessments that will be developed under this contract (see Table 11 for the assessment transition timeline.) To support this goal, the Offeror is expected to implement operational psychometric processes in a manner as similar as possible to those currently implemented for the TAMELA as described in the following technical report: <https://parcc-assessment.org/wp-content/uploads/2018/03/PARCC-2017-Technical-Report-Final-03162018.pdf>.

In this section, we provided references to the technical report that describe the relevant current psychometric models and procedures. In responding to each requirement, the Offeror should demonstrate its understanding of the current TAMELA process by describing its approach to fulfilling each requirement. The Offeror may suggest alternative approaches or modifications to the existing processes. These suggestions should be accompanied with rationale for the changes and explanations for how comparability of assessment outcomes would be maintained.

### Documentation

The documentation requirements described in section IV.I must be complied with for all activities and deliverables described in this section. In particular, the Offeror should generate comprehensive operational psychometric specifications prior to each spring administration for review and approval by the New Mexico TAC and PED. The specifications should be written at a level of detail such that a qualified third-party psychometrician or data analyst can follow the steps in the specifications to independently replicate any of the psychometric procedures and statistical analyses. Confirm Offeror’s commitment to complying with documentation requirements.

| **Offeror RESPONSE** |
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| *Applicable to service groups A10 and D6* |
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### Psychometric software

The current psychometric software is described in section 10.3.4 of the technical report. Describe the psychometric software proposed for use to perform the work of this RFP. The PED requires open-source or commercially available software and associated executed code that can be used by a successor Offeror to maintain trends across a transition in Contractors.

| **Offeror RESPONSE** |
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| *Applicable to service groups A10 and D5* |
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### Psychometric model

#### Model selection

The current psychometric model used for scaling and equating is the two-parameter logistic (2PL)/generalized partial credit (GPC) item response theory (IRT) model, as described in section 10.3.1 of the technical report. Confirm Offeror’s commitment to continue using this psychometric model.

| **Offeror RESPONSE** |
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| *Applicable to service groups A10 and D5* |
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#### Model calibration

Sections 10.2 and 10.3 of the technical report include the current procedure for model calibration, including special treatment of the prose constructed response (PCR) tasks on the ELA assessments. Describe the proposed approach to calibrating an IRT model.

| **Offeror RESPONSE** |
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| *Applicable to service groups A10 and D5* |
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#### Quality control analyses

Sections 10.2.5, 10.3.5, 10.4 of the technical report include the current quality control analyses and criteria. Describe the proposed approach to evaluating dimensionality, measurement invariance, and model fit, and how they will be used to inform issues such as subscoring and documenting technical quality.

### Item analyses

#### Classical and IRT field test item analyses

Describe the proposed item analyses to be conducted on field-test items in preparation for final committee review. Clearly define each statistic to be calculated, the formula for calculating the statistic, criteria for setting flags for routing to final committee review, and the relevance of each flag to final committee review. See section IV.S.11.e.i for a minimal list of statistics.

| **Offeror RESPONSE** |
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| *Applicable to service groups A3, B, C, D2, A10 and D5* |
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#### Classical and IRT-based operational item analyses

Describe the proposed item analyses to be conducted on operational items as quality control or quality assurance measures for identifying potential issues such as an incorrect scoring key, a problem with item rendering, etc. These would typically consist of reasonableness checks on basic item statistics and/or large inconsistencies with field test data.

| **Offeror RESPONSE** |
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| *Applicable to service groups A3, B, C, D2, A10 and D5* |
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#### Test development analyses

Describe the proposed analyses to be conducted in service of test development, such as projected match to target test information curves, CSEM curves, reliability, classification accuracy, and classification consistency.

| **Offeror RESPONSE** |
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| *Applicable to service groups A3, B, C, D2, A10 and D5* |
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#### Operational test form/event analyses

Describe the proposed approach for analysis of specific test forms (for fixed-form and stage-adaptive testing) or to the collection of test events (for item-adaptive testing) to show actual test information curves, CSEM curves, reliability, classification accuracy, and classification consistency compared to projected values.

| **Offeror RESPONSE** |
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| *Applicable to service groups A10 and D5* |
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### Test scoring

Describe in detail the proposed approach to test scoring, including how all the following will be addressed:

* Detecting abnormal responses (e.g., inattentive students, poor fit) and reporting on their prevalence;
* Detecting and dealing with problematic paper answer documents (e.g., use of pen rather than pencil or otherwise spoiled answer document that must be evaluated visually);
* For item-adaptive assessment: dynamic achievement estimation;
* For multi-stage assessment: end-of-stage achievement estimation;
* Final achievement estimation;
* Total scoring; and
* Subscoring.

| **Offeror RESPONSE** |
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| *Applicable to service groups A10 and D5* |
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### Scaling and equating

#### Proposed approach

Sections 10.6, 10.8 and 12.3 of the technical report include the current procedures for year-to-year linking and the generation of score conversion tables. Describe in detail the proposed approach to scaling and equating.

| **Offeror RESPONSE** |
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| *Applicable to service groups A10 and D5* |
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In addition, propose an approach to evaluating mode comparability (i.e., paper and pencil vs. computer-based assessment) when there are enough students in both groups to perform the study (including the threshold for adequate group size and criteria for recommending a mode adjustment).

| **Offeror RESPONSE** |
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| *Applicable to service groups A10 and D5* |
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Finally, propose an approach to minimizing mode effects in developing paper-based test forms (including steps taken in item development) to avoid the likelihood of mode effects when there are insufficient numbers in both groups to perform a stable comparability study and any necessary adjustment for mode.

| **Offeror RESPONSE** |
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| *Applicable to service groups A3, B, C, D2, A10 and D5* |
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#### Linking to Lexiles and Quantiles

It is desirable to link the ELA score scale to Lexiles and the mathematics score scale to Quantiles. Provide a cost option in the cost proposal workbook for linking to the Lexile and Quantile scales and for incorporating them into score reports. Provide here a proposal for accomplishing this desirable option.

| **Offeror RESPONSE** |
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| *Applicable to service groups A10 and D5* |
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### Quality control via replication

A powerful way to avoid an error in scaling and equating is via independent replication of equating. There are four levels of independent replication in common use, ranging from useless and inexpensive (1) to high quality and costly (4), as follows:

* Two analysts in the same company use the same code to run the same analyses on different machines;
* Two analysts from the same company write their own code using the same program to run the same analyses on different machines;
* Two analysts from the same company write their own code using different programs to run the same analyses on different machines; and
* Two analyses from different companies write their own code using different programs to run the same analyses on different machines.

PED desires analyses at the third level, but requests cost proposals for all levels. Describe the proposed approach to quality control via replication with a justification and the method to be used to safeguard independence.

| **Offeror RESPONSE** |
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| *Applicable to service groups A10 and D5* |
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### Relevant experience and qualifications

Provide specific evidence of the Offeror’s experience and qualifications relevant to the scope and complexity of the requirements for psychometrics described in this RFP. The response may refer to broader responses on experience and qualifications if the broader response provides sufficient evidence specific to this requirement.

| **Offeror RESPONSE** |
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| *Applicable to service groups A10 and D5* |
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## Standard setting

### Documentation

The documentation requirements described in Section IV.I must be complied with for all activities and deliverables described this section. Confirm Offeror’s commitment to complying with documentation requirements.

| **Offeror RESPONSE** |
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| *Applicable to service groups H and D8* |
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In all responses addressing standard setting beyond this point, be sure to address setting standards on summative assessment and interim assessment, and how they may differ.

### Foundations

It will be necessary to either set and/or validate standards on at least the general ELA and mathematics assessments as the summative assessments evolve beyond a traditional state assessment system. Describe the proposed approach to standard setting, addressing all of the following:

* Proposed method and associated justification (or the process for selecting a method);
* Achieving a manageable cognitive load for panelists;
* Approach to integration of policymakers throughout the process to avoid a standard setting activity that results in cut scores that are rejected, considerably modified, or that policymakers accept but are unhappy with;
* Approach to panelist recruitment and selection;
* Approach to panelist training;
* Approach to integration of external benchmarks;
* Approach to considering and addressing potential conflicts of interest of all participants in the process; and
* Approach to vertical articulation.

| **Offeror RESPONSE** |
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| *Applicable to service groups H and D8* |
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### Standard setting vs. standards validation vs. projection of standards onto a new scale

The PED requires some method of maintaining trends from the existing assessment and through the evolution of the assessment to a more authentic system of assessment. There are three options for maintaining such trends:

* Successfully validating existing cut scores as the assessment evolves and maintaining both the scale and the cut scores going forward;
* Identifying issues with changes in the meaning of the scale that are not reasonable to ignore and resetting the standards and either;
  + Maintaining the same scale and providing trend reports using the old data with new standards projected onto previous years’ results to have a forward-looking trend;
  + Creating a new scale and projecting the new cut scores from the new scale onto previous years’ data and providing new trend reports incorporating prior years;

Provide a proposed plan for analyzing old and new data to identify in what circumstances the Offeror would recommend each of these three options.

| **Offeror RESPONSE** |
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| *Applicable to service groups H and D8* |
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### Standard setting plan

Provide a proposed, annotated standard setting project plan incorporating all of the following for use when setting new standards is appropriate:

* A timeline for each component of the standard setting plan (components might be advance meeting with specific policymakers, meetings with panelists, follow-up meeting with policymakers);
* An outline of the activities for each day and the components within each day of the standard setting activities, incorporating the foundations described above;
* A draft plan approved by the PED;
* A presentation of the draft plan to the PED’s TAC;
* A revision of the draft plan based on TAC feedback;
* The standard setting workshop;
* An outline for a comprehensive standard setting report (including evaluations);
* An independent standard setting evaluator with full and real-time access to meetings, documents, and data;
* A presentation of the comprehensive report to the PED’s TAC; and
* A revision of the comprehensive report based on TAC and PED feedback.

| **Offeror RESPONSE** |
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| *Applicable to service groups H and D8* |
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### Standards validation plan

Provide a proposed, annotated standards validation project plan incorporating all of the following for use when standards validation is appropriate:

* A timeline for each component of the plan (components might be advance meeting with specific policymakers, meetings with panelists, follow-up meeting with policymakers);
* An outline of the activities for each day and the components within each day of the standards validation activities, incorporating the foundations described above;
* A draft plan approved by the PED;
* A presentation of the draft plan to the PED’s TAC;
* A revision of the draft plan based on TAC feedback;
* The standards validation workshop;
* An outline for a comprehensive standards validation report (including evaluations);
* An independent standards validation evaluator with full and real-time access to meetings, documents, and data;
* A presentation of the comprehensive report to the PED’s TAC; and
* A revision of the comprehensive report based on TAC and PED feedback.

| **Offeror RESPONSE** |
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| *Applicable to service groups H and D8* |
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### Standards projection plan

Provide a proposed, annotated standards validation project plan incorporating all of the following for use when setting standards for developing trend reports projecting new cut scores onto prior data is required:

* A timeline for each component of the plan (components might be advance meeting with specific policymakers, meetings with panelists, follow-up meeting with policymakers);
* An outline of the activities for each day and the components within each day of the standards validation activities, incorporating the foundations described above;
* A draft plan approved by the PED;
* A presentation of the draft plan to the PED’s TAC;
* A revision of the draft plan based on TAC feedback;
* The standards projection analyses;
* An outline for a comprehensive standards projection report (including evaluations);
* An independent standards projection evaluator with full and real-time access to meetings, documents, and data;
* A presentation of the comprehensive report to the PED’s TAC; and
* A revision of the comprehensive report based on TAC and PED feedback.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups H and D8* |
|  |

### External evaluator

The PED will identify and separately contract with an external evaluator. The Offeror must grant the external evaluator free access to observe all aspects of standard setting, standards validation, and/or standards projection, including being notified of and invited to all public meetings, stakeholder meetings, and any ad hoc or planned private meetings among Offeror staff or between Offeror staff and PED staff that take place in conjunction with the work. The Offeror will be responsible for the external evaluator’s lodging costs and logistics and workshop materials made available to panelists and PED staff. Indicate commitment to comply with this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups H and D8* |
|  |

Once the external evaluator is identified, the Offeror must work with the PED and the external evaluator to identify any meetings, deliberations, and communications on which the external evaluator must be included in preparing for and following up on standard setting workshops. The Offeror must provide invitations to meetings in a timely manner and must provide any documentation requested by the external evaluator in a timely manner. Indicate commitment to comply with these requirements and define “timely manner.”

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups H and D8* |
|  |

The external evaluator’s role will be the following:

* Observe preparations for, conduct of, and follow up to standard setting, standards validation, and/or standards projection activities;
* Provide feedback on the plan in advance of review by the PED TAC;
* Immediately notify the PED if an issue of particular concern arises at any stage in the process; and
* Provide a written report evaluating the quality of the process and deliverables.

Acknowledge the role of the external evaluator and indicate commitment to facilitate this role without hesitation or limitation.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups H and D8* |
|  |

### Relevant experience and qualifications

Provide specific evidence of the Offeror’s experience and qualifications relevant to the scope and complexity of the requirements for standard setting described in this RFP. The response may refer to broader responses on experience and qualifications if the broader response provides sufficient evidence specific to this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups H and D8* |
|  |

## Reporting

### Documentation

The documentation requirements described in section IV.I must be complied with for all activities and deliverables described this section. Confirm Offeror’s commitment to complying with documentation requirements.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups G1, G2, and D7* |
|  |

### Audiences for reporting

There are multiple key audiences for score reports. They include at least the following:

* Students;
* Parents;
* Teachers;
* School administrators;
* District administrators;
* Local policymakers such as school board members, superintendents, mayors and city councils;
* State policymakers such as legislators, Public Education Commission, Governor, and Secretary of Education; and
* The general public.

In developing reports, each of these audiences must be thoughtfully considered. However, it is not necessary to develop a suite of reports for every audience as some needs of various audiences will overlap considerably. Acknowledge commitment to comply with this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups G1, G2, and D7* |
|  |

### Access to reports for students and parents/guardians

For students and parents who will need to log in with secure credentials to access FERPA-protected information, describe how the platform will address registration and credentials for students and parents.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups G1, G2, and D7* |
|  |

### Consideration of audiences

Describe the proposed approach for consideration of each key audience in developing reports. Incorporate either a proposed set of reports (or an approach to identifying such a set) that addresses needs of the key audiences while minimizing the possibility of misinterpretation. Unless it is possible to adequately serve the needs of multiple stakeholder groups with a single report format, each report must be developed with a format and content specific to each audience. At a minimum, the reports should include the following audience considerations:

* Student-level reports should provide students and their parents with a clear indication of the students’ performance with respect to meeting expectations (i.e., criterion-referenced interpretations) and relative to their peers in New Mexico (i.e., norm-referenced interpretations);
* School-level reports should provide overall proficiency rate information by grade and subject (i.e., criterion-referenced interpretations) but also focus on the identification of strengths and weaknesses of the school in comparison to other schools in New Mexico (i.e., norm-referenced interpretations). These reports must be suitable as partial evidence of the efficacy of school-level academic improvement programs or curricular decisions, including for alternative education programs;
* District-level reports should provide overall proficiency rate information by grade within the district, and proficiency rates by school and by grade within schools;
* District- and state-level reports should also support analyses of achievement and growth gaps by demographic groups (e.g., sex, race/ethnicity, economically disadvantaged, special education, and English learners). Reports must allow for tracking the change in achievement and growth gaps over time;
* All reports should be available in both English and Spanish;
* High school reports should consider career and technical education pathways; and
* High school reports should consider how to serve alternative high schools both for achievement reports and interest inventories.

Only parent reports must be provided in paper form. All others can be provided in electronic form only.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups G1, G2, and D7* |
|  |

### Reporting elements

Propose mock reports with a description of each element on the various reports. The format and element of each report should be determined by conducting focus groups and/or multiple rounds of workshopping, with a focus on the following for each report element:

* Identifying the critical “so-what” message(s) for the intended audience(s);
* Assuring the “so-what” message(s) are clearly and transparently conveyed;
* Designing reports to minimize probable misinterpretations; and
* Assuring consistency with AERA/APA/NCME standards for score reporting.

The proposed mock report designs and focus group activities may be specific to New Mexico or may reference similar designs and activities that led to the design of common format reports used in other state programs. If the Offeror chooses to propose existing report formats, describe in detail how the reports meet the criteria described above.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups G1, G2, and D7* |
|  |

### Accounting for uncertainty

Propose an approach to accounting for uncertainty (e.g., measurement error) on score reports that balanced the need for subscore reporting with minimizing misinterpretation and misperception that subscores are useless.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups G1, G2, and D7* |
|  |

### Online dynamic reporting system

Propose an online dynamic reporting system, considering each of the following:

* Individual student-level data;
* Suppression of aggregate data in cells with small sample sizes to protect student privacy;
* Aggregate data;
* Roles (e.g., state, regional agency, district administrator, district central office staff, school administrator, teacher, parent, policymakers/general public);
* Privacy (e.g., role-based need to know analysis, FERPA considerations, suppression rules);
* Access management features that allow for self-registration of different roles (with secondary approval as needed for specific users or requested access), and minimize local and state-level burden;
* Drilldown and capability and/or question-based navigation (e.g., Multiple layers of questions regarding “What do you want to know?” and “Who do you want to know it about?” to guide report users to the data that will satisfy their needs);
* Simple navigation system for navigating in and out of question-based approach or drill-down approach;
* Interpretive guidance (general help for interpreting a report) and assistance (contextual help for interpreting specific values on a live report); and
* Application programming interfaces (APIs) that include a set of components, protocols and tools that may be used to leverage features and customize views in the online reporting system;

If available provide screenshots demonstrating these considerations. Be prepared for an in-person demonstration if selected as a finalist.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups G1, G2, and D7* |
|  |

### Parent reports

Parent reports must be available to be printed by districts or schools (at the district’s discretion) to be sent home to parents. Propose an approach to ensuring that parent reports are developed in a manner that considers all of the following:

* Parent and student needs;
* Cultural responsiveness;
* Simplicity;
* Accuracy;
* Intuitiveness;
* Cost minimization for districts and schools;
* Legibility as printed paper reports; and
* Legibility as electronic reports.

Because as described in section IV.H.1, the PED desires to minimize the footprint of the summative assessment while still addressing the depth and breadth of the state content standards, the summative assessment parent reports are likely to only include overall scale scores and performance levels. This makes the interim assessment parent reports much more important. Provide a proposal for addressing these requirements.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups G1, G2, and D7* |
|  |

### Data files

Propose an approach to producing and hosting data files for download by authorized users meeting the following requirements:

* Student level data files must be downloadable only by authorized school and district users and include secure and reliable protection of personally identifiable information (PII). See also section IV.BB.1;
* Aggregate data files must implement cell suppression for cells with small sample sizes;
* Aggregate data files with cell suppression rules applied (data files for schools, districts, and the state) must be downloadable without restriction;
* All elements included on any report must also be included in at least one type of data file, but data files may include more elements than there are on reports;
* Each data file must be accompanied by a code book that defines the standard file format and by guidance documents or specifications on using the data file for analyses; and
* Summative and interim data files must have compatible data files layouts and variable specifications.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups G1, G2, and D7* |
|  |

### Reporting timelines

#### Training resources for users

Propose an approach to providing cost-effective training for using the various reports and data files to answer questions of interest to the various audiences. These resources should be provided online and should walk users through the steps of using the reports to answer each question. Incorporate user feedback in resource development.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups G1, G2, and D7* |
|  |

### Relevant experience and qualifications

Provide specific evidence of the Offeror’s experience and qualifications relevant to the scope and complexity of the requirements for reporting described in this RFP. The response may refer to broader responses on experience and qualifications if the broader response provides sufficient evidence specific to this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups G1, G2, and D7* |
|  |

## Test and Data Security, Data Integrity, and Data Privacy

|  |
| --- |
| **Notice to Offeror**: Proposals will be disqualified if the Evaluation Committee determines that the proposed approach to Test and Data Security, **OR** Data Privacy is inadequately rigourous, inadequately thorough, **OR** inadequately able to counter threats that may be considered reasonable. |
| | **Offeror RESPONSE** | | --- | | *Applicable to service groups G1, G2, and D7* | |  |   Test and Data Security |

### Internal

#### Documentation

The documentation requirements described in section IV.I must be complied with for all activities and deliverables described this section. Confirm Offeror’s commitment to complying with documentation requirements.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A8 and D4* |
|  |

#### Secure assessment content

Describe the Offeror’s procedures and protocols regarding security of secure test content, both electronic and physical. Incorporate each of the following into the response:

* Internal security policies, security procedures, audit procedures and timing, and audit reports;
* Policies and procedures to protect data security in transit;
* Policies and procedures to monitor cyberspace for exposure of secure test content; and
* Fail-safes for protecting security in the event of a system malfunction or external attack.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A8 and D4* |
|  |

#### Data security and integrity

Describe the Offeror’s procedures and protocols regarding security and integrity of district, school, educator, and student data. Incorporate each of the following into the response:

* Internal security policies, security procedures, audit procedures and timing, and audit reports;
* Policies and procedures to protect data security in transit; and
* Fail-safes for protecting against data loss or data corruption in the event of a system malfunction or external attack.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A8 and D4* |
|  |

#### Data privacy

Describe the Offeror’s procedures and protocols regarding the privacy of personally-identifiable information (PII). Incorporate each of the following into the response:

* Internal security policies, security procedures, audit procedures and timing, and audit reports;
* Policies and procedures to protect data privacy of PII when in transit; and
* Fail-safes for protecting against breach of data privacy of PII in the event of a system malfunction or external attack.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A8 and D4* |
|  |

### External security monitoring

The PED assumes the responsibility for monitoring visits. Propose an approach to help the PED monitor test administration for issues of security, misadministration, and provision of appropriate accessibility features by proposing a monitoring protocol and a method for reporting on monitoring visits.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A8 and D4* |
|  |

## Technical report, validation, and peer review support

### Documentation

The documentation requirements described in section IV.I must be complied with for all activities and deliverables described this section. Confirm Offeror’s commitment to complying with documentation requirements.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A2, D1, A10, and D5* |
|  |

### Technical report

The Offeror will be responsible for developing a comprehensive technical report following the first cycle of an assessment. Thereafter, an annual addendum will be provided. The technical report will be organized around the Federal assessment peer review requirements to facilitate the submission of peer review evidence. Propose a technical report outline that is consistent with Federal peer review guidance that incorporates all typical sections of a high-quality technical report and the additional requirements of peer review. Explain clearly how the proposed organization of the technical report facilitates (or serves as) peer review submission. Clearly indicate what sections will be included in the comprehensive first-year report and what will be included in the annual addendum. The documentation repository will ease the labor involved in the first-year comprehensive technical report because the procedural documentation needed for peer review will be already identified and organized in the repository.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A2, D1, A10, and D5* |
|  |

### Validation

The Offeror is responsible for assisting the PED in developing a comprehensive validity argument for assessments, structured around the Federal peer review requirements. It is unlikely that the first-year technical report and second-year annual addendum will have adequate evidence. Propose an approach for identifying a catalog of missing or insufficient evidence, prioritizing that catalog with the PED, identifying any external evidence that may already exist, and developing a high-level research agenda to obtain the needed evidence.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A2, D1, A10, and D5* |
|  |

### Peer review support

The Offeror is responsible for assisting the PED in collecting and tracking documents as evidence for its Federal assessment peer review submission. The most recent guidance about the peer review process can be obtained from the U.S. Department of Education web site at <https://www2.ed.gov/admins/lead/account/saa/assessmentpeerreview.pdf>. Propose an approach to archiving documentation and flagging content that will be helpful in developing initial peer review materials for the State and providing technical assistance with finalizing peer review submissions and responding to peer review findings.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service groups A2 and D1* |
|  |

## OPTIONAL technical assistance

The Offeror must provide a proposal for each of the following, which may or may not be exercised: (1) An option for an on-site program coordinator stationed at the PED to provide technical assistance to the PED team and LEAs and (2) An option for a field program specialist who would travel within the state to provide technical assistance to LEAs regarding program, technology, and administration training. The Assessment Director will be solely responsible for approving the persons assigned to these two optional positions and the a designated PED Manager will be responsible for assigning and overseeing work of these two positions. Acknowledge that the Offeror will pay for these positions but persons must be approved by the Assessment Director.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A (and potentially D)* |
|  |

Propose qualifications and responsibilities for an optional on-site program coordinator.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A (and potentially D)* |
|  |

Propose qualifications and responsibilities for an optional field program specialist.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A (and potentially D)* |
|  |

## Supporting local educators

### Documentation

The documentation requirements described in section IV.I must be complied with for all activities and deliverables described this section. Confirm Offeror’s commitment to complying with documentation requirements.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A8, D3, and E* |
|  |

### Assessment and data literacy curriculum materials and professional learning resources

The Offeror is responsible for providing assessment & data literacy curricula, professional learning resources, exemplars of high-quality use, and tools to support sound use of formative assessment to inform instruction and interim and summative assessment to support instructional programming and evaluation of programs, policies, and interventions. Propose an approach to adapting existing curriculum materials and professional learning resources to support sound use of formative assessment practices to inform instruction. Provide access to sample materials, a plan for adapting, and a timeline for handing off the deliverables to the Contractor responsible for delivery infrastructure and stakeholder support as described in section I.F.1.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) E* |
|  |

Provide access to curriculum materials, a plan for adapting them for New Mexico (including an outline of all components of the curriculum materials and the associated content of the curriculum) and a timeline for handing off the curriculum materials to the Contractor responsible for delivery infrastructure and stakeholder support as described in section I.F.1.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) E* |
|  |

Provide access to professional learning resources, a plan for adapting them for New Mexico (including an outline of all components of the professional learning resources and the associated content of the curriculum), and a timeline for handing off the professional learning resources to the Contractor responsible for delivery infrastructure and stakeholder support as described in section I.F.1.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) E* |
|  |

Provide samples of exemplars or vignettes of high-quality assessment and data use associated with at least one aspect of the curriculum, a timeline for building out the full set of exemplars/vignettes, and a timeline for handing off the professional learning resources to the Contractor responsible for delivery infrastructure and stakeholder support as described in section I.F.1.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) E* |
|  |

Provide samples of or describe tools that will be provided to support each of the following:

* sound use of formative assessment to inform instruction; and
* sound use of interim and summative assessment to support instructional programming and evaluation of programs, policies, and interventions.

Propose a complete set of tools to serve each function (recognizing that the first is about *informing day-to-day instruction* and the second is about *informing* *instructional programming* on a considerably less frequent basis. Propose a timeline for building out the full set of tools, and a timeline for handing off the tools to the Contractor responsible for delivery infrastructure and stakeholder support as described in Section I.F.1.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) E* |
|  |

Finally, propose an approach to collaborating with the Contractor responsible for delivery infrastructure and stakeholder support as described in section I.F.1 to ensure that as materials, resources, exemplars/vignettes, and tools are consistent with the delivery platform that will be deployed by the Contractor responsible for delivery infrastructure and stakeholder support.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) E* |
|  |

### Help desk

The Offeror is responsible for organizing, staffing, and maintaining a help desk for school and district employees to consult. The proposal must incorporate all of the following:

* A description of the Offeror’s help desk support model;
* Hours of operation starting before most school and district employees arrive to work and ending after most school and district employees leave for the day as defined in section I.A under “Help Desk Hours”;
* Expanded hours of operation in times of heavy support request volume; and
* Enough staffing to avoid long wait times.

A living knowledge base with four tiers should also be maintained as follows:

* Tier 0: self-help resources available to LEA, such as searchable reference guides, quick links, videos;
* Tier 1: resolved issues. Responses are provided by the front-line help desk staff;
* Tier 2: variations on resolved issue that may require a modified answer or new issues with responses that appear to be obvious given responses to other issues. Tier-2 issues are forwarded to the help desk supervisor who develops a preliminary response and passes it by the PED for approval or revision. When a response is approved it is added to the knowledge base as a Tier-1 issue; and
* Tier 3: difficult, problematic, sensitive, or controversial issues. Forwarded to a designated PED staff person for response. The PED staff person will indicate whether the issue can be moved into the Tier-1 knowledge base or must always be treated as a Tier-3 issue.

Provide a description of Offeror’s help desk platform used to manage and monitor call volumes, wait times, resolution periods, most common questions, and weekly and monthly reports during key windows associated with test registration, system testing in districts, the testing window, and reporting windows.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A8 and D3* |
|  |

Finally, describe how the help desk will be expanded to incorporate helping educators use the expanded content development, administration, scoring, technical quality, and reporting IT systems.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A8 and D3* |
|  |

#### Sample reports from the help desk platform.

Provide sample hourly, daily, weekly, assessment window, and yearly reports from the help desk to ensure that PED can stay on top of any issues that may arise and head off potential crises. Explain and show how the Offeror will notify and highlight reports for PED as issues arise.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A8 and D3* |
|  |

##### Exemplar items and tasks

The Offeror is expected to provide a range of exemplar items and tasks so that teacher and school and district leaders can see the types of knowledge, skills, and cognitive complexity valued by the PED. These exemplar items and tasks must be annotated to explain why they are structured the way they are and how they tap the intended knowledge, skills, practices, processes, and/or level of cognitive complexity. Propose an approach to accomplishing this task.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A8 and D3* |
|  |

#### Fully operational practice tests

The Offeror is responsible to create fully operational practice tests for summative assessments so that all students can experience an authentic testing event and their teachers can see how students interact with the test administration platform. Online versions of the practice tests must always be publicly accessible (i.e., 24 hours a day, 7 days a week, 365 days a year) without a password. As many of the accessibility features described in section IV.H.3. as possible should be available on the practice tests. The Offeror should also generate communication products (e.g., fact sheets, parent guides, teacher guides) to help promote assessment literacy regarding the testing platform and key vocabulary regarding summative and interim assessment to accompany the practice tests. Infrastructure trials will need to be made available to LEAs in advance of the administration windows.

Propose an approach to accomplish these tasks.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A6 and D3* |
|  |

## Information technology (IT) platforms

### Documentation

The documentation requirements described in section IV.I must be complied with for all activities and deliverables described this section. Confirm Offeror’s commitment to complying with documentation requirements.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A-H* |
|  |

The PED requires proposals for systems that perform the functions in Table 22, with each row being identified for use in scoring select service groups. The functions must interact seamlessly from the perspective of the PED’s stakeholders. Plain (white) rows are part of base costs. Rows shaded in yellow should be provided as cost options or noted as already existing. For each requirement, indicate whether the system as currently exists can perform the functions, the system can perform the functions with minor revisions, or the system will need substantial revisions to meet the requirement. For functions not currently existing in the system, indicate the length of time before the requirement can be met.

Table 22. IT functions to be performed.

| **Category** | **Function** | **Service**  **group(s)** |
| --- | --- | --- |
| Single sign on | * An application to coordinate secure log in to state systems for educators including all systems used by local educators supported by a contract resulting from this RFP. Incorporate a description of whether and how the single sign-on functionality could be extended to state systems outside those described in the RFP. | A3, A6, D3, F3, G1, G2, G3, D7 |
| Registration | * Local staff register students for testing, request accommodations or advance requested supports, and monitor registration through appropriate dashboards and/or batch methods. * Registering in advance as a standard process and in real time for new arrivals as an exceptional process. | A6, D3 |
| Registration | * Extension to roster and group for custom reporting groups in three ways: directly within the test registration system, via upload of rostering data files, and via direct read-write with local student information systems through APIs. | A6, D3 |
| Administration | * Approve new test sessions, start and stop test sessions, monitor test sessions, monitor performance of local IT infrastructure, and administer assessments on a large variety of devices and operating systems (OS), input devices, and versions of device, OS, and input device. * Safeguards to avoid loss of data in the case of a system interruption or catastrophic failure, most importantly student response submissions, to resubmit potentially lost data when the issue is resolved, and to deduplicate data submitted multiple times. * Capture and export user-friendly, canned reports on telemetry data about devices, input, and systems operation to monitor comparability, student engagement, diagnose system issues, recover from system issues, and effectively communicate with the client and with stakeholders should issues arise. * Capture irregularity self-reports or allegations and route to the appropriate Contractor and PED staff for follow up. * Track reported irregularities through a standard process toward resolution. | A6, D3 |
| Administration | * Extension to full-featured real-time messaging with separate dashboards for the Contractor program staff, Contractor IT staff, Contractor help desk staff, PED staff, local assessment coordinators, local assessment administrators, and local assessment IT coordinators. The messaging system should allow for students to report issues directly and simultaneously to local assessment administrators, coordinators, and IT contacts. It should also allow local staff to message each other on the record and determine whether to send an issue identified by students or local staff to the Contractor and PED with all associated messages. The system should also allow Contractor staff and PED staff to message amongst themselves on the record to discuss issues identified on their dashboards or forwarded issues, determine how to respond, and message with targeted local staff to identify next steps. The messaging system should also allow for targeted or mass messaging in the event of a system malfunction or other crises to avoid an information blackout to instead apprise users of issues, progress on addressing the issues, next steps, estimated time of next update, and resolution of issues. * Extension to comprehensive, defensible, and standard processes for managing, routing, and resolving reported irregularities. | A6, A8, D3, D4 |
| Training | * Training delivery system for stimulus writers, item writers, item reviewers, rangefinders, and handscorers focused on developing committees of experts composed of New Mexico educators and representatives of advocacy organizations to address the need for cultural responsiveness. | A3, B, C, D2, F1, F2, D6 |
| Training | * Extension to simplify of materials and resources with enough accuracy to facilitate sound local professional development in assessment literacy for teachers, administrators, and local education policymakers with limited technical expertise. | A4, A5, F3, F4 |
| Development | * Stimulus and item author with an intuitive interface and contextual links to materials in the training delivery system * Stimulus and item review with an intuitive interface and contextual links to materials in the training delivery system built to support thorough scrutiny of assessment content by committees of expert reviewers addressing accuracy, alignment (in terms of content, cognitive complexity, and practices/processes), bias, sensitivity, accessibility, and cultural relevance. | A3, B, C, D2 |
| Development | * Extension to incorporate a greater variety of authentic assessment content such as performance tasks, projects, portfolios, and extended writing assessments with multiple rounds of feedback and revision before scoring. * Extension to facilitate development of sound local assessment content with contextual links to the extended training system. | A4, A5 |
| Test security, data integrity, and data privacy | * All IT systems that touch students, educator, or school data must incorporate high-quality and high-security role-based and FERPA compliant access to ensure the integrity of data, privacy and confidentiality of student and educator data, and security of test content, student data, and educator data.   Be sure to address differences in how security is handled for state-provided summative, state-provided interim, and local assessment. | A8, A9, D4 |
| Scoring | * Score and report on traditional item types and a variety of innovative item types using rule-based scoring * Train, quality, and refresh training of expert scorers in rangefinding and scoring constructed response tasks * Monitor scoring quality in a variety of ways, identify poor performing raters, and refresh their training or when necessary identify a need to dismiss them. * Identify odd, difficult to score, alarming, atypical, and unexpected responses and to route to scoring supervisors. * Automated and user-assisted checks for and reconciling missing, duplicate, or split records * Automated and user-assisted checks for and reconciling potentially incorrect demographic data   Be sure to address differences in how handscoring is handled for state-provided summative, state-provided interim, and local assessment | F1, F2, D6 |
| Scoring | * Extension to score constructed response tasks using automated approaches based on consistency with training sets and human rating * Extension to train, qualify, and refresh training of expert scorers in scoring authentic tasks such as performance tasks, reports, projects, and presentations * Extension of the handscoring system to use a distributed training, monitoring, and scoring model without bringing raters together to facilitate local scoring * Extension of the distributed handscoring system to facilitate sound local training and scoring of both traditional constructed response tasks as well as more authentic tasks | F1, F2, F3, F4 |
| Reporting | * Create dynamic reports of individual and aggregate results with a flexible set of options * Online training and contextual help for using and understanding dynamic reports * On-demand, up-to-date individual and aggregate data files * Online training for downloading and working with data files to answer a few specific questions defined in collaboration with the State | G1, G2, D7 |
| Reporting | * Extension of guide to answering questions of interest using downloaded data files (questions identified via stakeholder feedback) | G1, G2 |
| Interoperability | * Import, quality control, quality assure, administer, score, and report on assessments that currently use other platforms, if all content is QTI compliant. | A3, B, C, D2, D3, F1, F2, D6, G1, G2, D7 |
| Local infrastructure and Contractor systems | * Inventory local infrastructure with considerable input from local IT coordinator * Estimate local infrastructure sufficiency * Identify likely gaps in local infrastructure sufficiency * Load-test/pressure test Contractor systems using centrally simulated local infrastructure input to a tolerance far beyond the expected maximum stress, including help desk capacity to handle calls in the high-stress situation | A6, D3, A8, D4 |
| Local infrastructure and Contractor systems | * Extension to inventory local infrastructure with minimal input from local IT coordinators * Extension to test sufficiency of local infrastructure with high confidence * Load-test/pressure test Contractor systems using locally simulated input from all components of local infrastructure in each locality (i.e., all devices and connectivity expected to be used during test administration) to a tolerance far beyond the expected maximum stress, including help desk capacity to handle calls in the high-stress situation. * Load-test/pressure test local systems as a part of the test of Contractor systems, including help desk capacity to handle calls in the high-stress situation * Ability to pinpoint gaps in local infrastructure sufficiency with high confidence | A6, D3, A8, D4 |
| Help desk | * A full-featured help desk incorporating call/request categorization and tracking, elapsed time tracking, escalation protocols, knowledge base with multiple tiers, movement of high-level issues into low-level categories when resolved, and Contractor and PED dashboards for monitoring traffic and response times at a variety of grain sizes (e.g., from 15 minutes to any entire year). | A6, D3, G1, G2, D7, A5, F4, G4 |
| Help desk | * Extension of the help desk system to integrate with the messaging system * Extension of the help desk knowledge base to incorporate support for local assessment operations using the expanded IT systems described above | A6, D3 |
| Issue and risk management | * Full featured issue and risk management and resolution platform with intuitive dashboards for both Contractor and PED staff. | A1 |
| Project management | * Full features project management platform with intuitive charts, reported, and dashboards for both Contractor and PED staff. | A1 |

For however the proposed systems are configured, identify each separate system, which of the functions described above are addressed by which system. For each function, incorporating narrative descriptions, schematics, diagrams, and flowcharts (etc.) as necessary to provide a sound picture of the functionality of the systems. If there is an environment where the functionality can be demonstrated, provide a link to either a video showing the functionality in action or a test environment where the functionality can be enacted in real time by qualified members of the Evaluation Committee.

In addition, incorporate enough screenshots or (links to) video to give the Evaluation Committee a sense of what the student, local assessment administrator, local assessment coordinator, and local assessment IT coordinator experience is during test administration.

For each separate system, fill out one Offeror response box, inserting new boxes as needed. In each box, make sure to indicate which service groups the response applies to.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) <insert applicable service group label(s) here>* |
|  |

Finally, provide technical requirements for devices, operating systems, versions, and connectivity. Attend to maximizing the backward compatibility with existing devices and connectivity infrastructure without materially compromising security, quality, functionality, or system uptime. See <https://parcc.pearson.com/technology-setup/> for existing technology guidelines.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A6 and D3* |
|  |

### IT system characteristics

For each system, answer all of the questions listed below:

* What on-premise, hosted, or cloud architecture are available from the Offeror?
* Once new content or processes are configured how can they be tested prior to deployment?
* What APIs or other similar functionality exists to interface directly with PED data systems including seamless and real-time integration with the PED unique identification systems for students, educators, and educational entities?
* Does the system support responsive design?
* Does the system have online help, robo-help, or some other type of help?
* How is the system content managed (e.g., by local administrators? PED administrator, or Contractor administrator)?
* What are your change management policies and practices?
* What are your quality control policies and practices?

For each separate system, fill out one Offeror response box, inserting new boxes as needed. In each box, make sure to indicate which service groups the response applies to.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) <insert applicable service group label(s) here>* |
|  |

Describe in detail the proposed approach to creating as coherent and seamless a stakeholder IT experience across assessments and systems as possible. Include technical details of each system in an Appendix for review by the PED IT team, incorporating not only the functionality of and screenshots for each system, but such documents as those describing architecture and structural designs (e.g. workflow, use cases, security, permissions, databases, services, etc.).

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) <insert applicable service group label(s) here>* |
|  |

### Other IT systems

For any other key IT systems, include an Appendix for review by the State IT team, incorporating all of the details described for inclusion the previous IT sections.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) <insert applicable service group labels here>* |
|  |

### IT and data security, confidentiality, and privacy

Describe all internal policies, protocols, and safeguards to ensure data and materials security; confidentiality in the form of access on a need-to-know basis and appropriate communication with stakeholders; and data privacy. Include any proposed external policies, protocols, and safeguards to ensure these same desirable outcomes.

**Inadequate protection of security, confidentiality, or privacy will disqualify a proposal. This judgment of adequacy is the sole province of the Evaluation Committee**

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A8, A9, and D4* |
|  |

# Cost proposal

### Cost proposal evaluation

The financial commitment required of the State is an important consideration. The proposed costs will be reviewed in conjunction with all other criteria. Costs will be evaluated to determine if all applicable cost components are clearly, concisely, and completely addressed by the Offeror. The costs must be reasonable, realistic, and include all possible costs. Indicate the Offeror’s understanding of this approach to evaluating costs.

| **Offeror RESPONSE** |
| --- |
| *Applicable to all service groups* |
|  |

## Invoices

All invoices submitted through the duration of this contract are to be submitted in a manner consistent with requirements delineated in section IV.O.4. Indicate the Offeror’s understanding of and commitment to comply with this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to service group(s) A1 (and potentially D)* |
|  |

Invoicing

## Cost proposal workbook

The Offeror’s cost proposal must be completed using the cost proposal Workbook (provided as Attachment A in a separate Microsoft® Excel workbook) and must be completed in a manner consistent with the instructions for completing the cost proposal (provided as Attachment B in a separate Microsoft® Word document). Indicate the Offeror’s understanding of and commitment to comply with this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to all service groups* |
|  |

## Oral presentation

If selected as a Finalist Offeror, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications. Indicate the Offeror’s understanding of and commitment to comply with this requirement.

| **Offeror RESPONSE** |
| --- |
| *Applicable to all service groups* |
|  |

# Business specifications

## Financial stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

| **Offeror RESPONSE** |
| --- |
| *Applicable to all service groups* |
|  |

## Performance surety bond

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor’s performance upon any subsequent contract award.Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A statement of concurrence must be submitted in the Offeror’s proposal.**

| **Offeror RESPONSE** |
| --- |
| *Applicable to all service groups* |
|  |

## Letter of Transmittal Form

The Offeror’s proposal **must** be accompanied by the Letter of Transmittal Form located in *APPENDIX D: Letter of transmittal form*. The form **must** be completed and must be signed by the person authorized to obligate the company.

## Campaign contribution disclosure form

The Offeror must complete an unaltered *APPENDIX B: Campaign contribution disclosure form* and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made.

# Proposal evaluation and award

## Experience and reliability

Experience and reliability of Offeror’s organization and personnel are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

## Qualifications of proposed personnel

The qualifications of the personnel proposed by the Offeror to perform the requirements of this RFP, whether from the Offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the Offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel as described in sections IV.E.1.c and IV.E.1.d.

## Rights reserved

The State reserves the right to reject any or all proposals, waive technicalities, and make awards as deemed to be in the best interest of the State of New Mexico. If it is deemed to be in the best interest of the State of New Mexico, the State may accept more than one proposal and divide the services covered by this RFP into more than one contract or Offeror.

## Discussions with Offerors

An oral presentation by an Offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Offeror’s expense.

## Onsite meetings with finalists

Any Offeror that is a finalist may need to be prepared to have an onsite meeting. At that time, Offeror shall provide a series of live demonstrations for evaluation as well as make available key staff for interviews.

## Negotiations

This process is a Request for Proposals/Competitive Negotiation process. Each proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State’s request. The State reserves the right to negotiate on any and all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and, as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

## Award

The State and the highest ranked Offeror will mutually discuss and refine the scope of work for the project and will negotiate terms, including compensation and performance schedule.

If the State and the highest ranked Offeror are unable for any reason to negotiate a contract, the State will, either orally or in writing, terminate negotiations with the Offeror. The State may then negotiate with the next highest ranked Offeror.

The negotiation process may continue through successive Offerors, according to the evaluation ranking, until an agreement is reached, or the State terminates the contracting process.

## Evaluation and scoring criteria

The evaluation and scoring criteria are explained in detail in Appendix G: Evaluation Factors and Criteria.

# APPENDIX A: Acknowledgment of Receipt

**REQUEST FOR PROPOSAL**

Grade 3-8 and High School General Populations Assessments in Language Arts and Mathematics

RFP # 90-924-19-24665

**ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX F: District by grade enrollment.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than Jun 10, 2019 COB. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

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

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

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

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

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

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

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

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

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

Kimber Sanchez c/o/ Travis Dutton-Leyda

IT Procurement Specialist

RE: Grade 3-8 and High School General Populations Assessments in Language Arts and Mathematics (RFP #90-924-19-24665)

General Services Department

State Purchasing Division

1100 St. Francis Dr.

Joseph M. Montoya State Building, Room 2016

Santa Fe, NM 87505

# APPENDIX B: Campaign contribution disclosure form

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective Contractor, a family member of the prospective Contractor, or a representative of the prospective Contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or 2) a prospective Contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM 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 either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the RFP and ending with the award of the contract or the cancellation of the RFP.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective Contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective Contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective Contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

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: Sample contract

| APPENDIX C: Sample Contract |
| --- |
| **State of New Mexico**  **[Insert Procuring Agency Name]**  Information Technology Agreement  Contract No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  THIS Information Technology Agreement (“Agreement” or “Contract”) is made by and between the State of New Mexico, **Public Education Department** hereinafter referred to as the “Procuring Agency” and **[Insert Contractor Name]**, hereinafter referred to as the “Contractor” and collectively referred to as the “Parties”.  WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq*; and Procurement Code Regulations, NMAC 1.4.1 *et.seq*; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and  WHEREAS, all terms and conditions of **RFP #90-924-19-24665, Grade 3-8 and High School General Populations Assessments in Language Arts and Mathematics,** and the Contractor’s response to such document(s) are incorporated herein by reference; and  NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:  **ARTICLE 1 – DEFINITIONS**   1. “Acceptance” or “Accepted” shall mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the Procuring Agency.   B. “Application Deployment Package” shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.  C. “Business Days” shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.  D. “Change Request” shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.  E. “Chief Information Officer (“CIO”)” shall mean the Cabinet Secretary/CIO of the Department of Information Technology for the State of New Mexico or Designated Representative.  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 client information as such term is defined in State or Federal statutes and/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 the Procuring Agency or any other State agency as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the Procuring Agency or the State of New Mexico, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that is utilized, received, or maintained by the Procuring Agency, the Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.  G. “Contract Manager” shall mean a Qualified person from the Procuring Agency responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be **Lynn Vasquez** or her Designated Representative.  H. “Default” or “Breach” shall mean a violation of this Agreement by either failing to perform one’s own contractual obligations or by interfering with another Party’s performance of its obligations.  I. “Deliverable” shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.  J. “Designated Representative” shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.  K. “DoIT” shall mean the Department of Information Technology.  L. "DFA" shall mean the Department of Finance and Administration; “DFA/CRB” shall mean the Department of Finance and Administration, Contracts Review Bureau.  M. “Escrow” shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the Procuring Agency receives the legal document, in this case, Source Code.  N. “Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.  O. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agency's executives or his/her Designated Representative.  P. “GRT” shall mean New Mexico gross receipts tax.  Q. “Intellectual Property” shall mean any and all proprietary information developed pursuant to the terms of this Agreement.  R. “Independent Verification and Validation (“IV&V”)” shall mean the process of evaluating a Project and the Project’s product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Agency.  S. “Know How” shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.  T. “Payment Invoice” shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the Procuring Agency. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.  U. “Performance Bond” shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.  V. “Project” shall mean a temporary endeavor 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 the Project approval is given by the Executive Level Representative and verified by the Procuring Agency CIO to the DoIT.  W. “Project Manager” shall mean a Qualified person from the Procuring Agency responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be **Kimber Sanchez** or her Designated Representative.  X. “Qualified” means demonstrated experience performing activities and tasks with Projects.  Y. “Quality Assurance” shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.  Z. “Services” shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.  AA. "State Purchasing Agent (SPA)" shall mean the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.  BB. “State Purchasing Division (SPD)” shall mean the State Purchasing Division of the General Services Department for the State of New Mexico.  CC. “Software” shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.  DD. “Software Maintenance” shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.  EE. “Source Code” shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.  FF. “Turnover Plan” means the written plan developed by the Contractor and approved by the Procuring Agency in the event that the work described in this Agreement transfers to another vendor or the Procuring Agency.  **ARTICLE 2 – SCOPE OF WORK**  A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.   1. Performance Measures. The Contractor shall substantially perform to the satisfaction of the Procuring Agency the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the Procuring Agency may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the Procuring Agency of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the Procuring Agency from exercising its rights pursuant to Article 6 or Article 16. 2. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the Procuring Agency without prior written approval, through the Amendment process, as defined in Article 25. 3. License. [**CHOICE #1** – If a software license is required, use the following language.] Contractor hereby grants Procuring Agency a [**CHOICE #2**- 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 software and patent number if applicable]. [**CHOICE #3**- If the license is required for the term of the 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 defined in Article 2 and Exhibit A, for the term of this Agreement. The right to copy the Software is limited to the following purposes: archival, backup and training. All archival and backup copies of the Software are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies. 4. Contractor agrees to maintain, at Contractor’s own expense, a copy of the Software Source Code to be kept by an escrow agent and to list the Procuring Agency as an authorized recipient of this Source Code. The Source Code shall be in magnetic form on media specified by the Procuring Agency. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the Software at the current revision level. Included with the media shall be all associated documentation which will allow the Procuring Agency to top load, compile and maintain the software in the event of a Breach.   2. If the Contractor ceases to do business or ceases to support this Project or Agreement and it does not make adequate provision for continued support of the Software it provided the Procuring Agency; or, if this Agreement is terminated, or if the Contractor Breaches this Agreement, the Contractor shall make available to the Procuring Agency: 1) the latest available Software program Source Code and related documentation meant for the Software provided or developed under this Agreement by the Contractor and listed as part of the Services; 2) the Source Code and compiler/utilities necessary to maintain the system; and, 3) related documentation for Software developed by third parties to the extent that the Contractor is authorized to disclose such Software. In such circumstances, Procuring Agency shall have an unlimited right to use, modify and copy the Source Code and documentation.  [**CHOICE #3 –** Not Applicable. The Parties agree there is no License.**]**   1. Source Code. [**CHOICE #1** – If for a maintenance and operations contract, use the following language.] The Contractor shall deliver any and all software developed as a result of maintenance releases by the Contractor. The Application Deployment Package must be able to reproduce a fully operational application that includes all base application functionality, all cumulative release functionality and including the functionality, as documented, verified and supported by the Contractor, which comprises the new application release.   [**CHOICE #2 –** If Contractor will hold software in escrow, use the following language.] For each maintenance release, the Application Deployment Package shall be updated and shall be kept by an identified escrow agent at the Contractor’s expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the Procuring Agency. The escrow agent shall be responsible for storage and safekeeping of the storage media. The Procuring Agency shall be listed with said escrow agent as an authorized recipient of the storage media which shall contain the most recent application maintenance release deployment package.  [**CHOICE #3 –** If Contractor will not hold software in escrow, use the following language.] For each maintenance release, the Application Deployment Package shall be updated and shall be delivered to the Procuring Agency’s at the Contractor’s expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the Procuring Agency and shall be updated with each new application release deployment package at the Contractor’s expense.  [**CHOICE #4 –** Not Applicable. The Parties agree there is no Source Code.]   1. The Procuring Agency’s Rights. 2. Rights to Software. [**CHOICE #1** – If the Procuring Agency has right to the Software, use the following language. - The Procuring Agency will own all right, title, and interest in and to the Procuring Agency’s Confidential Information, and the Deliverables, provided by the Contractor, including without limitation the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and the associated documentation for purposes of this Section. The Contractor will take all actions necessary and transfer ownership of the Deliverables to the Procuring Agency, without limitation, the Custom Software and associated Documentation on Final Acceptance or as otherwise provided in this Agreement.] [**CHOICE #2 –** Not Applicable. The Parties agree the Procuring Agency does not have rights to the Software.] 3. Proprietary Rights. The Contractor will reproduce and include the State of New Mexico’s copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables. 4. Rights to Data. [**CHOICE #1** – If the Procuring Agency has right to the data, use the following language - Any and all data stored on the Contractor’s servers or within the Contractors custody, in order to execute this Agreement, is the sole property of the Procuring Agency. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Procuring Agency’s data in any manner, or provide to any entity or person outside of the Procuring Agency without the express written authorization of the Procuring Agency. [**CHOICE #2 –** Not Applicable. The Parties agree the Procuring Agency does not have rights to the data.]   **ARTICLE 3 - COMPENSATION**  A. Compensation Schedule. The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D.  B. Payment. The total compensation under this Agreement shall not exceed [**Insert Dollar Amount**] [**CHOICE #1**- excluding New Mexico gross receipts tax. **CHOICE #2** - including New Mexico gross receipts tax.] This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.  Payment shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.  C. Taxes. [**CHOICE #1**- Use if Agreement is between two public entities - Not Applicable - contract is between two public entities.] [**CHOICE #2** – The Contractor [Use either - shall OR shall not] be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).  Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation. ]  D. Retainage. [**CHOICE #1** - The Procuring Agency shall retain [INSERT percentage which is recommended at - twenty percent (20%)] of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon 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 the Agreement exceeds $1Million OR, if the Agreement is 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 shall execute and deliver to Procuring Agency, contemporaneously with the execution of this Agreement, a Performance Bond in the amount of [**Insert Total Amount** of agreed upon Performance Bond] in the name of the Procuring Agency. The Performance Bond shall be in effect for the duration of this Agreement and any renewals thereof. The required Performance Bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor arising under this Agreement. The Procuring Agency’s right to recover from the Performance Bond shall include all costs and damages associated with the transfer of Services provided under this Agreement to another Contractor or to the State of New Mexico as a result of Contractor’s failure to perform.  [**CHOICE #2 –** Not Applicable. The Parties agree there is no Performance Bond.]  **ARTICLE 4 – ACCEPTANCE**  A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Procuring Agency. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).  B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:  1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;  2. Complies with the terms and conditions of the [**CHOICE #1**- **RFP**] [**CHOICE #2** – **state price agreement**] [**CHOICE #3** - **Sole Source**] [**CHOICE #4** – **other procurement method of (please specify**)];  3. Meets the performance measures for the Deliverable(s) and this Agreement;  4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and  5. Complies with all the requirements of this Agreement.  If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within [INSERT # of days - recommend at not less than fifteen (15)] Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.  C. Rejection. Unless the Executive Level Representative gives notice of rejection within the fifteen (15) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The Procuring Agency may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Agency may terminate this Agreement.  **ARTICLE 5 – TERM**  THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND THE STATE PURCHASING AGENT.  This Agreement shall terminate on **[Insert Termination Date]**, unless terminated pursuant to Article 6. The contract term, including extensions and renewals, shall not exceed ten years, except as set forth in Section 13-1-150 NMSA 1978.  **ARTICLE 6 – TERMINATION**   1. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency’s uncured, material breach of this Agreement. 2. Appropriations. By the Procuring Agency, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The Procuring Agency’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency terminates this Agreement pursuant to this subsection, the Procuring Agency shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination. 3. Notice; Agency Opportunity to Cure.    1. Except as otherwise provided in Paragraph (3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.    2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.    3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, “Appropriations”, of this Agreement. 4. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency’s sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor’s receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*   **ARTICLE 7 – TERMINATION MANAGEMENT**  A. Contractor. 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, the Contractor shall:  1. Transfer, deliver, and/or make readily available to the Procuring Agency property in which the Procuring Agency has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the Procuring Agency;  2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the Procuring Agency;  3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Agency may direct, for orderly completion and transition;  4. Take such action as the Procuring Agency may direct, for the protection and preservation of all property and all records related to and required by this Agreement;  5. Agree that the Procuring Agency is not liable for any costs arising out of termination and that the Procuring Agency is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;  6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Agency’s programs;  7. In the event that this Agreement is terminated due to the Contractor’s course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Procuring Agency’s receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Agency the full amount of the reduction;  8. Should this Agreement terminate due to the Contractor's Default, the Contractor shall reimburse the Procuring Agency for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;  9. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the Procuring Agency for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor’s policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the Procuring Agency and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the Procuring Agency or created by the Contractor under this Agreement, to the Procuring Agency, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Procuring Agency, the Contractor shall provide to the Procuring Agency a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Agency or created by the Contractor under this Agreement.  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, the Procuring Agency shall:  1. Retain ownership of all work products and documentation created pursuant to this Agreement; and  2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.  **ARTICLE 8 – INDEMNIFICATION**  A. General. [Delete if the Agreement is between two public entities - The Contractor shall defend, indemnify and hold harmless the Procuring Agency, the State of New Mexico and its employees 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 the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its officer, agent, employee, servant or subcontractor thereof has or is performing Services pursuant to this Agreement. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the Procuring Agency, the Risk Management Division of the New Mexico General Services Department, and the DoIT.] [Use if the Agreement is between two public entities - Neither party shall 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 the Agreement is between two public entities - The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the Procuring Agency, as necessary, to satisfy any outstanding claim that the Procuring Agency may have against the Contractor.]  **ARTICLE 9 – INTELLECTUAL PROPERTY**  [**CHOICE #1** – If purchasing only IT hardware/equipment, use the following language - Not Applicable. The Parties agree there is no Intellectual Property.]  A. Ownership. [**CHOICE #2** - Use this provision if Procuring Agency is to own the Intellectual Property] Any and all Intellectual Property, including but not limited to copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the Procuring Agency shall be considered the creator and owner of such Intellectual Property. Any and all Know How created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the Procuring Agency shall be considered the creator and owner of such Know How. The Procuring Agency shall own the entire right, title and interest to the Intellectual Property and Know How worldwide, and, other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Intellectual Property and Know How to any entity or person outside of the Procuring Agency without the express written authorization of the Procuring Agency. Contractor shall notify the Procuring Agency, within fifteen (15) Business Days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the Procuring Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Procuring Agency. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the Procuring Agency, Contractor hereby acknowledges and agrees to grant to the Procuring Agency and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How. [**CHOICE #3**- If the Contractor will own the Intellectual Property then delete the above language and insert the following language.] Contractor hereby acknowledges and grants to the Procuring Agency and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.  **ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION**   1. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the Procuring Agency, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney’s fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Agency based upon Contractor’s trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the Procuring Agency for all costs, attorneys’ fees and the amount of the judgment. To qualify for such defense and/or payment, the Procuring Agency shall:   1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;  2. Work with the Contractor to control the defense and settlement of the claim; and  3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.  B. Procuring Agency Rights. If any product or service becomes, or in the Contractor’s opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:  1. Provide the Procuring Agency the right to continue using the product or service and fully indemnify the Procuring Agency against all claims that may arise out of the Procuring Agency’s use of the product or service;  2. Replace or modify the product or service so that it becomes non-infringing; or  3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor’s obligation will be void as to any product or service modified by the Procuring Agency to the extent such modification is the cause of the claim.  **ARTICLE 11 - WARRANTIES**  A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor’s official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.  B. Software.[**CHOICE #1**- Use if only purchasing or developing software ] The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor’s official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for [INSERT # of years - recommend 6mo.-2yrs.] years after Acceptance by the Executive Level Representative and implementation by the Procuring Agency. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the 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**   1. Key Personnel. Contractor’s key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:   [Insert Contractor Staff Name(s)]  B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor’s personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor’s personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency’s expectations.  **ARTICLE 13 – STATUS OF CONTRACTOR**  [**CHOICE #1**- Use if only purchasing IT hardware/equipment - Not Applicable.]  A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional Services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.  B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor’s ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the Procuring Agency.  **ARTICLE 14 - CHANGE MANAGEMENT**  A. Changes. Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Executive Level Representative. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the  1. Deliverable requirements, as outlined in Exhibit A;  2. Due date of any Deliverable, as outlined in Exhibit A;  3. Compensation of any Deliverable, as outlined in Exhibit A;  4. Agreement compensation, as outlined in Article 3; or  5. Agreement termination, as outlined in Article 5.  B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:  1. The Project Manager shall draft a written Change Request for review and approval by the Executive Level Representative to include:  (a) the name of the person requesting the change;  (b) a summary of the required change;  (c) the start date for the change;  (d) the reason and necessity for change;  (e) the elements to be altered; and  (f) the impact of the change.  2. The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Executive Level Representative are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.  **ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION**  A. If IV&V professional Services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:  1. Providing the Project documentation;  2. Allowing the IV&V vendor to sit in on the Project meetings; and  3. Supplying the IV&V vendor with any other material as directed by the Project Manager.  B. If this Agreement is for IV&V professional Services then the Contractor agrees to:  1. Submit all reports directly to the Department of Information Technology, Project Oversight and Compliance Division ([ivandv.reports@state.nm.us](mailto:ivandv.reports@state.nm.us)) according to the DoIT IV&V Reporting Template and Guidelines found on the DoIT website, <http://www.doit.state.nm.us/project_templates.html>, and copy the Procuring Agency.  2. Use a report format consistent with the current DoIT IV&V Reporting Template and Guidelines found on the DoIT website, <http://www.doit.state.nm.us/project_templates.html>.  **ARTICLE 16 – DEFAULT/BREACH**  In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.  **ARTICLE 17 – EQUITABLE REMEDIES**  Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the 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 rights to obtain equitable relief pursuant to this Agreement shall 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 shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the Procuring Agency to any equipment or its installation or for losses caused by the Procuring Agency’s fault or negligence. Nothing in this Agreement shall limit the Contractor’s liability, if any, to third parties and/or employees of the Procuring Agency or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.  **ARTICLE 19 – ASSIGNMENT**  The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities.  **ARTICLE 20 – SUBCONTRACTING**  A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Procuring Agency.  B. Responsibility for subcontractors. The Contractor must not disclose Confidential Information of the Procuring Agency or of the State of New Mexico to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement.  **ARTICLE 21 – RELEASE**  The Contractor’s Acceptance of final payment of the amount due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.  **ARTICLE 22 – CONFIDENTIALITY**  Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.  **ARTICLE 23 –CONFLICT OF INTEREST**  The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.  **ARTICLE 24 - RECORDS AND AUDIT**  A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this Agreement’s term and effect and retain them for a period of [Insert # of years, minimum is - three (3) years] from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, CIO, SPA, and DFA and the New Mexico State Auditor’s Office. The Procuring Agency shall have the right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.  **ARTICLE 25 - AMENDMENT**  This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:  1. Deliverable requirements, as outlined in Exhibit A;  2. Due Date of any Deliverable, as outlined in Exhibit A;  3. Compensation of any Deliverable, as outlined in Exhibit A;  4. Agreement Compensation, as outlined in Article 3; or  5. Agreement termination, as outlined in Article 5.  **ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE**  A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.  B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.  C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://www.insurenewmexico.state.nm.us/>.  D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.  **ARTICLE 27 – NEW MEXICO EMPLOYEES PAY EQUITY REPORTING**  A. The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. If Contractor has (250) or more employees Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. For Agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual Agreements anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreements, whichever comes first. Should Contractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.  B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of this Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.  C. Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.  **ARTICLE 28 – MERGER, SCOPE, ORDER OF PRECEDENCE**  A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without 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 shall be valid or enforceable unless embodied in this Agreement.  **ARTICLE 29 – NOTICES**  All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall 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 to the Notice individual or the address, shall be effective only in writing.  **ARTICLE 30 – GENERAL PROVISIONS**   1. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, 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. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, 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 under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.    3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency. 2. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement. 3. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights. 4. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.   **ARTICLE 31 - SURVIVAL**  The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall 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 32 - TIME**  Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.  **ARTICLE 33 – FORCE MAJEURE**  Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.  **[IF APPLICABLE, ADD ANY PROCURING AGENCY SPECIFIC, GRANT SPECIFIC, OR CONTRACT SPECIFIC ARTICLES STARTING AT THIS POINT.]**  IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.  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]  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 compensating taxes:  CRS ID Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Taxation & Revenue Department  Approved as to information technology contractual specifications and 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Vincent Martinez, Cabinet Secretary and State Chief Information Officer  Department of Information Technology  This Agreement has been approved by the State Purchasing Agent:  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Purchasing Agent  for the State of New Mexico  OR  This Agreement has been approved by the Department of Finance and Administration, Contracts Review Bureau:  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Department of Finance and Administration,  Contracts Review Bureau  **EXHIBIT A – SCOPE OF WORK**   1. Purpose of the Agreement:   [If applicable – **Certified Project Name: name**]   1. Performance Measures: 2. Activities: 3. Deliverables:   The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor’s obligation is to perform and deliver the Deliverable as described in the following sections.  **[Deliverable samples are provided, but are only samples; the Procuring Agency is to add Deliverables that represent the work that needs to be performed and are traceable by the Procuring Agency. The Procuring Agencies may identify as many Deliverables, with associated tasks and subtasks, as are needed to accomplish the Project goals, objectives, and activities.]**  **A. Sample Deliverable Number 1 [Insert Name of Deliverable]**   |  |  |  | | --- | --- | --- | | **Deliverable Name** | **Due Date** | **Compensation** | | [Insert Name of Deliverable] | [Insert Date this Deliverable is due] | * [Insert Total $ Amount] * [Insert Amount less GRT, if applicable] * [Insert $ Amount less retainage, if applicable] |  |  |  |  | | --- | --- | --- | | Task Item | Sub Tasks | Description | | **[Insert Name of Task 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] Please use active verbs to identify tasks and subtasks to be performed by the vendor. * The due dates for the tasks and/or subtasks should be included as a means of assisting the Procuring Agency and Contractor to monitor contract progress. * Compensation amounts for tasks and/or subtasks can be identified here. The total amount paid for all tasks and/or subtasks performed under this Deliverable should be consistent with the Compensation due for total delivery of the Deliverable. * The Contractor will bill the Procuring Agency per Deliverable; clear and well defined language will assist the Procuring Agency and Contractor in determining if the Deliverable is met for payment purposes. |   **A. Deliverable Number n – [Insert name of support Services.]**   |  |  |  | | --- | --- | --- | | **Deliverable Name** | **Due Date** | **Compensation** | | [Insert Name of Deliverable] | [Choice #1 – Payment due at the start of the maintenance period  Choice #2 - Arrears payment due at the end of the month or quarter] | * [Insert Total $ Amount] * [Insert Amount less GRT, if applicable] * [Insert $ Amount less retainage, if applicable] |  |  |  |  | | --- | --- | --- | | Task Item | Sub Tasks | Description | | **Problem Support** | **Sub 1** | The Contractor shall make technical support personnel available by phone and email on the following schedule: [Such as - Monday through Friday, 8:00A.M. To 5:00P.M., excluding state holidays.] | | **Sub 2** | The Contractor will log requests and provide to the Procuring Agency technical support services for the Software based on the priority levels and problem resolution processes described in the Performance Measures, above. | | **Sub 3** | The Contractor will update documentation (Systems Administration Guide, User Guide, and Product Manual) to reflect changes made to the system as a result of problem resolution. | | **Sub 4** | The Contractor will respond to technical and functional questions about the [Insert Application Name]. Such requests will be assigned a default Priority of [Insert appropriate priority level] unless the Procuring Agency requests a higher priority be assigned to the request. | | **Monthly Report** | **Sub 1** | The Contractor shall provide or make available online a monthly report on the activity and status of all logged requests received from the Procuring Agency. | | **Activities Tracking** | **Sub 1** | Contractor shall maintain a log of requests in a Procuring Agency approved tracking system with a unique number assigned to each Procuring Agency request. The unique number shall be provided by the contractor to Procuring Agency for reference and communication. | |  | **Sub 2** | The Procuring Agency will assign one of four levels of priority to each request:   * **Priority 1** is the most severe program error and represents a situation where mission critical features and functions of the **[name of application**] are unavailable and no practical alternate mode of operation is available. Priority 1 problems will be corrected or a solution will be provided by Contractor for corrective action within [modify as appropriate - **two (2) hours]**. * **Priority 2** indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 problems will be corrected or a plan will be provided by the Contractor for corrective action within [modify as appropriate - **one (1) Business Day(s)]**. * **Priority 3** is the normal “next-in-line” problem priority assignment. At this level, requests are worked on in the order in which they are received. Priority 3 problems will be corrected or a plan will be provided by Contractor for corrective action within [modify as appropriate - **ten (10) Business Days]**. * **Priority 4** is the Release assignment. At this level, requests are worked on as deemed appropriate by Procuring Agency. Priority 4 issues will be incorporated into specific releases, documented in an Application Deployment Package, which will be scheduled for delivery at the discretion of the Procuring Agency after time and cost estimates are provided by the Contractor and approved by the Agency, if applicable. As such, priority 4 issues will be due at the time the specific Release is delivered. | |

# APPENDIX D: Letter of transmittal form

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**LETTER OF TRANSMITTAL FORM**

|  |  |
| --- | --- |
| **Identifier Type** | **Identifier Value** |
| RFP#: | 90-924-19-24665 |
| Offeror Name: |  |
| FED ID#: |  |

Items #1 to #8 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL.

|  |  |
| --- | --- |
| **1. Submitting Organization** | |
| Identity (Name) |  |
| Mailing Address |  |

|  |  |
| --- | --- |
| **2. The person authorized by the organization to contractually obligate on behalf of this Offer** | |
| Name |  |
| Title |  |
| Email address |  |
| Telephone number |  |

|  |  |
| --- | --- |
| **3. The person authorized by the organization to negotiate on behalf of this Offer** | |
| Name |  |
| Title |  |
| Email address |  |
| Telephone number |  |

|  |  |
| --- | --- |
| **4. The person authorized by the organization to clarify/respond to queries regarding this Offer** | |
| Name |  |
| Title |  |
| Email address |  |
| Telephone number |  |

|  |  |
| --- | --- |
| **5. Use of subcontractors (select one by marking “X” in one of the cells in the left column)** | |
|  | No subcontractors will be used in the performance of any resultant contract |
|  | The following subcontractors will be used in the performance of any resultant contract: |
|  |

|  |
| --- |
| **6. Describe any relationship with any entity (other than subcontractors listed in item 5 above which will be used in the performance of any resultant contract)** |
|  |

|  |  |
| --- | --- |
| **7. On behalf of the submitting organization named, indicate agreement with all of the following by marking an “X” in EACH of the cells in the left column (indicates agreement by the person identified in item 2 above)** | |
|  | I accept the conditions governing the procurement as required in Section II.C.1. |
|  | I concur that submission of our proposal constitutes acceptance of the Evaluation Factors documented in Section VII and Appendix G: Evaluation Factors and Criteria. |
|  | I acknowledge receipt of any and all amendments to this RFP. |

|  |  |
| --- | --- |
| **8. Authorized signature by the person identified in item 2 above** | |
| Name |  |
| Title |  |
| Signature |  |
| Date |  |

# APPENDIX E: Organizational reference questionnaire

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror’s experience relevant to the scope of work in an effort to establish Offeror’s responsibility.

Offeror **is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit by** Jul 15, 2019, 12:00 PM NMT **the Reference Forms for inclusion in the evaluation process directly to:**

Kimber Sanchez c/o Travis Dutton-Leyda

IT Procurement Specialist

RE: Grade 3-8 and High School General Populations Assessments in Language Arts and Mathematics (RFP #90-924-19-24665)

General Services Department

State Purchasing Division

1100 St. Francis Dr.

Joseph M. Montoya State Building, Room 2016

Santa Fe, NM 87505

**The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.**

**RFP # 90-924-19-24665**

**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

**FOR: (Name of Offeror)**

(Name of Reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned directly to the State of New Mexico Public Education Department and **must not** be returned to the company requesting the reference. Return via facsimile or e-mail to:

Kimber Sanchez c/o/ Travis Dutton-Leyda

IT Procurement Specialist

RE: Grade 3-8 and High School General Populations Assessments in Language Arts and Mathematics (RFP #90-924-19-24665)

General Services Department

State Purchasing Division

1100 St. Francis Dr.

Joseph M. Montoya State Building, Room 2016

Santa Fe, NM 87505

For questions or concerns regarding this form, please contact the State of New Mexico SPD Assigned Buyer listed above. When contacting us, please be sure to include the Request for Proposals number listed at the top of this page.

|  |  |
| --- | --- |
| **Company providing reference:** |  |
| **Contact name and title/position** |  |
| **Contact telephone number** |  |
| **Contact e-mail address** |  |
| **Project description** |  |
| **Project dates (starting and ending)** |  |
| **Technical environment for the project your providing a reference** (e.g., Software applications, Internet capabilities, Data communications, Network, Hardware) |  |

**Questions**

|  |
| --- |
| **Section 1:** In what capacity have your worked with this Contractor in the past? (Use as much space as needed for comments) |
|  |

| **Section 2:** How would you rate the Contractor on aspects shown in the leftmost column of the table below? Please provide any additional comments in the rightmost column. (Use as much space as needed for comments.) | | | | | |
| --- | --- | --- | --- | --- | --- |
| **Aspect of Contractor Work** | **Your Rating** | | | | **Comments** |
| Excellent | Satisfactory | Unsatisfactory | Unacceptable |
| Knowledge and expertise |  |  |  |  |  |
| Flexibility regarding changes in scope and timelines |  |  |  |  |  |
| Hard-copy products produced |  |  |  |  |  |
| Dynamics/interaction between the Contractor and your staff |  |  |  |  |  |
| Electronic products |  |  |  |  |  |
| Other products |  |  |  |  |  |
| Services provided |  |  |  |  |  |

| **Section 3:** Who were the Contractor’s principal representatives involved in your project, what were their roles, how would you their work individually, and what additional comments do you have regarding each? (Use as much space as needed for comments.) | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Name of Principal**  **Representative.** | **Role** | **Your Rating** | | | | **Comments** |
| Excellent | Satisfactory | Unsatisfactory | Unacceptable |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

|  |
| --- |
| **Section 4:** With which aspect(s) of this Contractor’s services are you most satisfied? (Use as much space as needed for comments.) |
|  |

|  |
| --- |
| **Section 5:** Withwhich aspect(s) of this Contractor’s services are you least satisfied? (Use as much space as needed for comments.) |
|  |

|  |
| --- |
| **Section 6:** Would you recommend this Contractor’s services to your organization again? (Use as much space as needed for comments.) |
|  |

# APPENDIX F: District by grade enrollment.

| **District Name** | **School**  **Count** | **Grade** | | | | | | | | | | | | | **TOTAL** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **K** | **01** | **02** | **03** | **04** | **05** | **06** | **07** | **08** | **09** | **10** | **11** | **12** |
| STATE | 1009 | 23465 | 23698 | 23875 | 24334 | 25823 | 26312 | 26139 | 25478 | 25166 | 28815 | 25358 | 22665 | 21651 | 334349 |
| ABQ SCHOOL OF EXCELLENCE | 1 | 0 | 55 | 52 | 48 | 51 | 55 | 96 | 92 | 72 | 43 | 25 | 28 | 14 | 631 |
| ABQ SIGN LANGUAGE ACADEMY | 1 | 9 | 10 | 9 | 10 | 12 | 10 | 12 | 14 | 7 | 1 | 3 | 1 | 0 | 98 |
| ALAMOGORDO | 17 | 472 | 498 | 486 | 468 | 483 | 484 | 447 | 448 | 424 | 426 | 391 | 363 | 394 | 5903 |
| ALBUQUERQUE | 180 | 6342 | 6464 | 6552 | 6695 | 7126 | 7370 | 6917 | 6648 | 6617 | 8571 | 7321 | 5943 | 5505 | 90305 |
| ALBUQUERQUE COLLEGIATE CHARTER SCHOOL | 1 | 22 | 13 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 35 |
| ALBUQUERQUE INSTITUTE OF MATH & SCIENCE | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 70 | 68 | 57 | 45 | 45 | 43 | 25 | 353 |
| ALDO LEOPOLD CHARTER | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 18 | 28 | 34 | 24 | 22 | 22 | 15 | 163 |
| ALMA D'ARTE CHARTER | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 37 | 43 | 35 | 32 | 147 |
| ALTURA PREPARATORY SCHOOL | 1 | 34 | 12 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 58 |
| AMY BIEHL CHARTER HIGH SCHOOL | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 93 | 71 | 61 | 74 | 299 |
| ANIMAS | 3 | 11 | 12 | 8 | 12 | 10 | 9 | 15 | 10 | 15 | 17 | 13 | 6 | 24 | 178 |
| ARTESIA | 11 | 287 | 297 | 323 | 288 | 334 | 320 | 313 | 286 | 305 | 264 | 294 | 217 | 273 | 3887 |
| AZTEC | 9 | 215 | 201 | 208 | 213 | 219 | 242 | 246 | 235 | 228 | 217 | 216 | 225 | 214 | 2972 |
| BELEN | 11 | 276 | 266 | 332 | 275 | 353 | 313 | 337 | 297 | 288 | 275 | 259 | 272 | 287 | 3916 |
| BERNALILLO | 12 | 240 | 229 | 212 | 242 | 245 | 248 | 200 | 219 | 159 | 217 | 195 | 186 | 200 | 2978 |
| BLOOMFIELD | 7 | 184 | 184 | 200 | 203 | 211 | 231 | 202 | 197 | 212 | 237 | 213 | 185 | 153 | 2748 |
| CAPITAN | 5 | 30 | 33 | 36 | 29 | 41 | 43 | 33 | 46 | 41 | 53 | 34 | 46 | 38 | 507 |
| CARLSBAD | 17 | 692 | 650 | 656 | 638 | 633 | 640 | 606 | 596 | 599 | 596 | 548 | 460 | 398 | 8064 |
| CARRIZOZO | 4 | 1 | 12 | 7 | 8 | 17 | 14 | 10 | 9 | 8 | 12 | 14 | 15 | 15 | 144 |
| CENTRAL CONS. | 18 | 386 | 367 | 391 | 429 | 459 | 445 | 472 | 499 | 467 | 541 | 426 | 371 | 362 | 5896 |
| CESAR CHAVEZ COMMUNITY SCHOOL | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 74 | 59 | 47 | 22 | 202 |
| CHAMA | 4 | 25 | 29 | 33 | 30 | 27 | 40 | 31 | 35 | 20 | 30 | 35 | 27 | 28 | 412 |
| CHILDRENS PSYC | 1 | 1 | 2 | 0 | 0 | 4 | 1 | 1 | 2 | 6 | 3 | 6 | 1 | 1 | 28 |
| CIMARRON | 6 | 29 | 35 | 26 | 19 | 31 | 29 | 32 | 42 | 35 | 42 | 30 | 28 | 33 | 424 |
| CLAYTON | 5 | 32 | 24 | 37 | 32 | 31 | 34 | 37 | 35 | 38 | 40 | 33 | 30 | 35 | 456 |
| CLOUDCROFT | 6 | 30 | 26 | 26 | 22 | 30 | 22 | 34 | 34 | 28 | 39 | 34 | 47 | 28 | 404 |
| CLOVIS | 19 | 643 | 661 | 644 | 622 | 659 | 620 | 627 | 639 | 588 | 573 | 531 | 478 | 485 | 8190 |
| COBRE CONS. | 6 | 88 | 83 | 91 | 92 | 100 | 86 | 73 | 91 | 91 | 82 | 78 | 90 | 93 | 1263 |
| CORAL COMMUNITY CHARTER | 1 | 39 | 36 | 33 | 28 | 40 | 22 | 15 | 0 | 0 | 0 | 0 | 0 | 0 | 252 |
| CORONA | 2 | 2 | 7 | 3 | 3 | 11 | 1 | 8 | 5 | 3 | 7 | 3 | 4 | 8 | 65 |
| CUBA | 5 | 43 | 23 | 30 | 18 | 25 | 30 | 34 | 42 | 31 | 53 | 54 | 74 | 67 | 543 |
| DEAP | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 7 | 10 | 10 | 4 | 0 | 0 | 40 |
| DEMING | 15 | 382 | 384 | 352 | 385 | 433 | 459 | 406 | 367 | 422 | 411 | 396 | 395 | 400 | 5440 |
| DES MOINES | 3 | 4 | 7 | 3 | 9 | 6 | 7 | 5 | 10 | 6 | 6 | 12 | 8 | 6 | 90 |
| DEXTER | 3 | 49 | 56 | 59 | 64 | 76 | 70 | 68 | 76 | 69 | 70 | 84 | 65 | 72 | 921 |
| DORA | 2 | 14 | 13 | 17 | 18 | 19 | 15 | 20 | 22 | 17 | 20 | 12 | 19 | 22 | 253 |
| DREAM DINE | 1 | 2 | 6 | 3 | 2 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 17 |
| DULCE | 5 | 54 | 55 | 40 | 56 | 55 | 32 | 45 | 50 | 42 | 57 | 53 | 27 | 39 | 626 |
| ELIDA | 2 | 10 | 13 | 8 | 13 | 11 | 17 | 5 | 24 | 14 | 6 | 11 | 15 | 10 | 167 |
| ESPANOLA | 24 | 263 | 290 | 265 | 284 | 289 | 311 | 286 | 264 | 270 | 235 | 232 | 208 | 210 | 3547 |
| ESTANCIA | 6 | 34 | 43 | 51 | 46 | 44 | 41 | 42 | 47 | 44 | 61 | 39 | 40 | 43 | 583 |
| ESTANCIA VALLEY CLASSICAL ACADEMY | 1 | 54 | 50 | 45 | 54 | 53 | 50 | 53 | 55 | 45 | 32 | 37 | 15 | 16 | 559 |
| EUNICE | 3 | 68 | 70 | 66 | 63 | 61 | 65 | 67 | 74 | 53 | 78 | 60 | 51 | 58 | 891 |
| EXPLORE ACADEMY | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 89 | 70 | 0 | 83 | 75 | 54 | 44 | 415 |
| FARMINGTON | 26 | 832 | 832 | 772 | 823 | 867 | 952 | 868 | 931 | 892 | 954 | 916 | 868 | 924 | 11770 |
| FLOYD | 3 | 16 | 15 | 19 | 16 | 21 | 19 | 12 | 18 | 13 | 19 | 16 | 18 | 18 | 236 |
| FT SUMNER | 3 | 25 | 22 | 28 | 21 | 32 | 15 | 18 | 21 | 21 | 19 | 26 | 22 | 17 | 309 |
| GADSDEN | 29 | 942 | 909 | 957 | 973 | 1006 | 1031 | 1008 | 1048 | 1025 | 1000 | 1057 | 980 | 990 | 13585 |
| GALLUP | 39 | 791 | 819 | 779 | 785 | 826 | 871 | 857 | 845 | 855 | 1011 | 908 | 887 | 805 | 11490 |
| GILBERT L SENA CHARTER HS | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 45 | 53 | 35 | 28 | 161 |
| GRADY | 3 | 10 | 15 | 10 | 11 | 10 | 11 | 15 | 14 | 12 | 9 | 12 | 9 | 7 | 160 |
| GRANTS | 15 | 238 | 276 | 284 | 258 | 269 | 278 | 259 | 243 | 249 | 305 | 279 | 244 | 223 | 3574 |
| HAGERMAN | 3 | 27 | 31 | 15 | 33 | 37 | 32 | 42 | 30 | 26 | 46 | 37 | 33 | 25 | 453 |
| HATCH | 6 | 87 | 96 | 93 | 89 | 97 | 94 | 99 | 91 | 90 | 105 | 103 | 86 | 85 | 1267 |
| HOBBS | 21 | 842 | 782 | 761 | 794 | 852 | 833 | 880 | 798 | 763 | 700 | 708 | 611 | 597 | 10225 |
| HONDO | 3 | 13 | 12 | 9 | 8 | 11 | 12 | 11 | 14 | 8 | 12 | 13 | 9 | 9 | 143 |
| HORIZON ACADEMY WEST | 1 | 77 | 77 | 84 | 81 | 70 | 66 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 494 |
| HOUSE | 3 | 2 | 3 | 7 | 2 | 4 | 0 | 2 | 2 | 0 | 12 | 7 | 7 | 11 | 66 |
| HOZHO ACADEMY | 1 | 27 | 19 | 21 | 23 | 20 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 130 |
| J PAUL TAYLOR ACADEMY | 1 | 20 | 20 | 23 | 23 | 21 | 25 | 23 | 24 | 21 | 0 | 0 | 0 | 0 | 200 |
| JAL | 3 | 28 | 44 | 47 | 42 | 41 | 31 | 49 | 47 | 37 | 39 | 37 | 24 | 29 | 531 |
| JEMEZ MOUNTAIN | 5 | 16 | 16 | 22 | 17 | 16 | 11 | 17 | 19 | 18 | 11 | 13 | 13 | 9 | 198 |
| JEMEZ VALLEY | 6 | 30 | 22 | 22 | 26 | 28 | 21 | 32 | 56 | 41 | 14 | 16 | 20 | 16 | 362 |
| JUVENILE JUSTICE | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 50 | 19 | 8 | 11 | 88 |
| LA ACADEMIA DOLORES HUERTA | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 43 | 32 | 47 | 0 | 0 | 0 | 0 | 122 |
| LA PROMESA EARLY LEARNING | 1 | 31 | 43 | 45 | 54 | 47 | 39 | 39 | 21 | 20 | 0 | 0 | 0 | 0 | 376 |
| LA TIERRA MONTESSORI SCHOOL | 1 | 9 | 10 | 13 | 15 | 13 | 7 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 74 |
| LAKE ARTHUR | 3 | 2 | 9 | 2 | 7 | 10 | 4 | 1 | 7 | 10 | 11 | 10 | 5 | 4 | 90 |
| LAS CRUCES | 46 | 1800 | 1814 | 1832 | 1795 | 1958 | 1880 | 1919 | 1859 | 1831 | 2263 | 1700 | 1659 | 1585 | 24814 |
| LAS MONTANAS CHARTER | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 61 | 46 | 32 | 25 | 164 |
| LAS VEGAS CITY | 7 | 128 | 119 | 110 | 113 | 104 | 128 | 130 | 99 | 118 | 121 | 116 | 115 | 114 | 1518 |
| LOGAN | 4 | 16 | 10 | 19 | 15 | 27 | 22 | 31 | 23 | 24 | 26 | 34 | 49 | 44 | 364 |
| LORDSBURG | 5 | 38 | 48 | 35 | 27 | 45 | 52 | 32 | 37 | 41 | 37 | 30 | 33 | 24 | 515 |
| LOS ALAMOS | 11 | 254 | 244 | 242 | 276 | 293 | 298 | 289 | 273 | 311 | 332 | 281 | 293 | 282 | 3761 |
| LOS LUNAS | 18 | 560 | 581 | 611 | 674 | 686 | 742 | 678 | 666 | 646 | 722 | 641 | 564 | 517 | 8576 |
| LOVING | 3 | 49 | 40 | 30 | 50 | 42 | 52 | 49 | 49 | 40 | 51 | 39 | 44 | 44 | 611 |
| LOVINGTON | 12 | 279 | 233 | 249 | 300 | 244 | 326 | 320 | 271 | 311 | 277 | 238 | 247 | 221 | 3737 |
| MAGDALENA | 3 | 28 | 13 | 23 | 18 | 23 | 25 | 28 | 26 | 29 | 36 | 20 | 22 | 22 | 347 |
| MAXWELL | 3 | 13 | 8 | 7 | 9 | 15 | 9 | 13 | 12 | 15 | 10 | 13 | 7 | 5 | 136 |
| MCCURDY CHARTER SCHOOL | 2 | 37 | 39 | 43 | 40 | 44 | 42 | 48 | 49 | 45 | 43 | 36 | 38 | 33 | 537 |
| MEDIA ARTS COLLABORATIVE CHARTER | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 19 | 32 | 48 | 41 | 33 | 36 | 40 | 249 |
| MELROSE | 3 | 20 | 16 | 21 | 17 | 23 | 23 | 30 | 19 | 23 | 19 | 20 | 17 | 8 | 282 |
| MESA VISTA | 5 | 19 | 18 | 9 | 16 | 13 | 14 | 21 | 21 | 21 | 24 | 21 | 22 | 21 | 248 |
| MISSION ACHIEVEMENT AND SUCCESS | 3 | 119 | 104 | 60 | 60 | 58 | 61 | 126 | 123 | 124 | 121 | 88 | 60 | 49 | 1153 |
| MONTE DEL SOL CHARTER | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 59 | 87 | 72 | 49 | 44 | 36 | 347 |
| MONTESSORI ELEMENTARY SCHOOL | 1 | 55 | 60 | 55 | 48 | 50 | 42 | 44 | 40 | 37 | 0 | 0 | 0 | 0 | 431 |
| MORA | 6 | 35 | 36 | 34 | 27 | 30 | 24 | 26 | 32 | 40 | 35 | 24 | 28 | 34 | 416 |
| MORIARTY-EDGEWOOD | 8 | 172 | 170 | 163 | 179 | 180 | 193 | 199 | 212 | 215 | 202 | 195 | 167 | 129 | 2437 |
| MOSQUERO | 2 | 1 | 2 | 2 | 3 | 0 | 1 | 3 | 2 | 3 | 2 | 2 | 3 | 2 | 34 |
| MOUNTAINAIR | 4 | 11 | 19 | 13 | 9 | 13 | 22 | 16 | 12 | 20 | 15 | 21 | 14 | 29 | 226 |
| NEW AMERICA SCHOOL | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 89 | 67 | 61 | 68 | 285 |
| NEW AMERICA SCHOOL - LAS CRUCES | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 52 | 42 | 39 | 58 | 191 |
| NEW MEXICO CONNECTIONS ACADEMY | 1 | 0 | 0 | 0 | 0 | 22 | 45 | 68 | 99 | 132 | 223 | 173 | 156 | 157 | 1075 |
| NM CORRECTIONS | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 5 | 7 | 0 | 25 |
| NM SCHOOL FOR ARTS | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 55 | 60 | 49 | 50 | 214 |
| NM SCHOOL FOR THE BLIND AND VISUALLY IMP | 1 | 5 | 0 | 1 | 1 | 1 | 3 | 2 | 3 | 3 | 4 | 3 | 0 | 7 | 33 |
| NM SCHOOL FOR THE DEAF | 1 | 1 | 9 | 13 | 17 | 8 | 8 | 9 | 8 | 11 | 9 | 6 | 14 | 9 | 122 |
| NORTH VALLEY CHARTER | 1 | 60 | 60 | 55 | 55 | 61 | 58 | 54 | 42 | 28 | 0 | 0 | 0 | 0 | 513 |
| PECOS | 3 | 35 | 42 | 48 | 33 | 42 | 52 | 47 | 54 | 57 | 44 | 35 | 40 | 46 | 615 |
| PENASCO | 3 | 36 | 28 | 24 | 27 | 23 | 20 | 27 | 27 | 27 | 31 | 27 | 31 | 23 | 368 |
| POJOAQUE | 7 | 84 | 114 | 135 | 119 | 132 | 152 | 150 | 174 | 185 | 158 | 174 | 161 | 162 | 1968 |
| PORTALES | 6 | 226 | 197 | 173 | 201 | 243 | 197 | 218 | 205 | 191 | 243 | 184 | 186 | 134 | 2744 |
| QUEMADO | 3 | 9 | 12 | 11 | 11 | 9 | 9 | 12 | 12 | 10 | 11 | 16 | 17 | 19 | 161 |
| QUESTA | 6 | 20 | 19 | 24 | 23 | 30 | 31 | 29 | 24 | 25 | 23 | 24 | 28 | 25 | 338 |
| RATON | 4 | 66 | 58 | 63 | 74 | 82 | 83 | 68 | 61 | 70 | 89 | 57 | 65 | 47 | 932 |
| RED RIVER VALLEY CHARTER SCHOOL | 1 | 11 | 9 | 8 | 8 | 10 | 8 | 7 | 9 | 10 | 0 | 0 | 0 | 0 | 87 |
| RESERVE | 2 | 12 | 7 | 4 | 9 | 3 | 12 | 9 | 12 | 12 | 17 | 8 | 13 | 9 | 142 |
| RIO RANCHO | 21 | 1093 | 1155 | 1247 | 1310 | 1321 | 1436 | 1339 | 1355 | 1337 | 1361 | 1328 | 1267 | 1325 | 17486 |
| ROOTS AND WINGS COMMUNITY | 1 | 5 | 3 | 8 | 3 | 6 | 7 | 10 | 4 | 4 | 0 | 0 | 0 | 0 | 50 |
| ROSWELL | 25 | 772 | 761 | 802 | 798 | 882 | 847 | 855 | 783 | 814 | 908 | 699 | 546 | 539 | 10578 |
| ROY | 3 | 8 | 4 | 7 | 4 | 5 | 3 | 5 | 6 | 1 | 1 | 2 | 0 | 2 | 50 |
| RUIDOSO | 4 | 141 | 160 | 152 | 163 | 162 | 182 | 170 | 141 | 161 | 175 | 158 | 120 | 115 | 2057 |
| SAN JON | 3 | 8 | 14 | 16 | 11 | 12 | 15 | 7 | 11 | 4 | 10 | 9 | 4 | 7 | 145 |
| SANDOVAL ACADEMY OF BILINGUAL EDUCATION | 1 | 26 | 20 | 22 | 23 | 13 | 23 | 11 | 0 | 0 | 0 | 0 | 0 | 0 | 138 |
| SANTA FE | 38 | 884 | 1007 | 986 | 994 | 1094 | 1134 | 1163 | 966 | 957 | 1064 | 884 | 820 | 737 | 13254 |
| SANTA ROSA | 6 | 51 | 33 | 48 | 52 | 52 | 57 | 52 | 51 | 47 | 45 | 42 | 47 | 49 | 650 |
| SCHOOL OF DREAMS ACADEMY | 2 | 29 | 17 | 30 | 17 | 17 | 0 | 0 | 57 | 55 | 60 | 53 | 49 | 44 | 456 |
| SEQUOYAH | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 3 | 13 | 4 | 2 | 2 | 26 |
| SILVER CITY | 10 | 182 | 186 | 180 | 204 | 230 | 199 | 220 | 164 | 162 | 179 | 181 | 174 | 167 | 2494 |
| SIX DIRECTIONS INDIGENOUS SCHOOL | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 20 | 19 | 15 | 0 | 0 | 0 | 64 |
| SOCORRO | 8 | 122 | 111 | 123 | 130 | 123 | 122 | 130 | 144 | 143 | 142 | 116 | 99 | 92 | 1652 |
| SOUTH VALLEY PREP | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 54 | 52 | 48 | 0 | 0 | 0 | 0 | 154 |
| SOUTHWEST PREPARATORY LEARNING CENTER | 1 | 0 | 0 | 0 | 0 | 24 | 25 | 47 | 38 | 49 | 0 | 0 | 0 | 0 | 183 |
| SOUTHWEST SECONDARY LEARNING CENTER | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 65 | 58 | 67 | 42 | 232 |
| SPRINGER | 3 | 9 | 9 | 8 | 16 | 7 | 13 | 7 | 8 | 4 | 15 | 14 | 10 | 9 | 129 |
| SW AERONAUTICS MATHEMATICS AND SCIENCE | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 42 | 37 | 66 | 47 | 50 | 30 | 272 |
| TAOS | 12 | 169 | 183 | 197 | 188 | 192 | 215 | 209 | 205 | 197 | 260 | 223 | 210 | 202 | 2713 |
| TAOS ACADEMY | 1 | 0 | 0 | 0 | 0 | 0 | 15 | 22 | 27 | 37 | 36 | 21 | 29 | 28 | 215 |
| TAOS INTEGRATED SCHOOL OF THE ARTS | 1 | 20 | 20 | 20 | 16 | 20 | 20 | 20 | 19 | 16 | 0 | 0 | 0 | 0 | 171 |
| TAOS INTERNATIONAL SCHOOL | 1 | 14 | 19 | 16 | 14 | 18 | 14 | 14 | 13 | 12 | 0 | 0 | 0 | 0 | 134 |
| TATUM | 3 | 22 | 23 | 28 | 24 | 26 | 23 | 32 | 17 | 25 | 29 | 28 | 27 | 23 | 344 |
| TEXICO | 3 | 36 | 43 | 40 | 35 | 41 | 48 | 46 | 52 | 33 | 45 | 43 | 46 | 44 | 573 |
| THE ASK ACADEMY | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 96 | 99 | 99 | 72 | 56 | 53 | 50 | 525 |
| THE GREAT ACADEMY | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 18 | 18 | 17 | 38 | 31 | 40 | 18 | 180 |
| THE MASTERS PROGRAM | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 75 | 78 | 59 | 212 |
| TIERRA ADENTRO | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 33 | 57 | 50 | 48 | 34 | 35 | 39 | 296 |
| TIERRA ENCANTADA CHARTER SCHOOL | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 56 | 66 | 70 | 24 | 32 | 36 | 284 |
| TRUTH OR CONS. | 8 | 100 | 77 | 82 | 100 | 123 | 92 | 110 | 87 | 102 | 100 | 98 | 84 | 78 | 1305 |
| TUCUMCARI | 4 | 71 | 79 | 76 | 77 | 67 | 70 | 82 | 64 | 71 | 90 | 56 | 62 | 57 | 958 |
| TULAROSA | 5 | 60 | 72 | 47 | 71 | 63 | 74 | 72 | 70 | 61 | 56 | 61 | 64 | 47 | 838 |
| TURQUOISE TRAIL CHARTER SCHOOL | 1 | 71 | 64 | 64 | 64 | 61 | 68 | 77 | 50 | 0 | 0 | 0 | 0 | 0 | 559 |
| VAUGHN | 3 | 2 | 6 | 7 | 3 | 4 | 3 | 7 | 3 | 5 | 8 | 1 | 10 | 9 | 74 |
| WAGON MOUND | 2 | 4 | 5 | 4 | 6 | 6 | 10 | 3 | 3 | 9 | 2 | 1 | 4 | 1 | 67 |
| WALATOWA CHARTER HIGH | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 12 | 15 | 10 | 44 |
| WEST LAS VEGAS | 12 | 131 | 116 | 98 | 116 | 124 | 116 | 115 | 118 | 130 | 106 | 130 | 107 | 96 | 1558 |
| ZUNI | 7 | 104 | 94 | 121 | 122 | 116 | 98 | 119 | 86 | 88 | 115 | 100 | 72 | 65 | 1339 |

# Appendix G: Evaluation Factors and Criteria

Each (part of each) service group will be rated on three dimensions:

* The quality of the substantive proposal for completing the work
* The quality of the proposed staff for completing the work
* The demonstrated corporate capacity for completing the work

Each of these dimensions also has a separate rubric that runs from 0 (unacceptable) to 4 (exceptional). The rubrics are provided in Figure 2 through Figure 4. The rubrics are structured like ALDs, with multiple dimensions described for meeting (or failing to meet) a given threshold. The differences from level to level are shown in red font.

Figure 2. *Statement of work scoring rubric.*

| ***Statement of Work Scoring Rubric*** *(Note: the* ***lowest*** *applicable score should be assigned)* | | | |
| --- | --- | --- | --- |
| **Score** | **Description** | | |
| **0** | **The statement of work is unacceptable in any one of the following ways:** | | |
| *A.* | *Quality of Proposal* | |
| i. | Proposes poor-quality deliverables and/or procedures, **OR** |
| ii. | Proposes fair-quality deliverables and/or procedures without offering negotiated improvements with reasonable cost and timeline implications. |
| *B.* | *Understanding of the Desired Work* | |
| i. | Exhibits poor understanding of the desired work, **OR** |
| ii. | Exhibits fair understanding of the desired work without offering negotiated improvements with reasonable cost or timeline implications. |
| *C.* | *Consideration of Client* | |
| i. | Proposes deliverables, procedures, and/or timelines that create untenable challenges for PED, districts, schools, educators, or students **OR** |
| ii. | Proposes untenable timeline, labor-intensity, or cost requirements on the state or its clients (e.g., time limits for response/approval; requiring PED, districts, schools, educators, or students to perform labor-intensive work that could be reasonably performed by the contractor; untenable costs for negotiated alternatives; unreasonable constraints on deliverables, processes, or timelines). |
| **1** | **The statement of work is marginal in any one of the following ways:** | | |
| *A.* | *Quality of Proposal* | |
| i. | Proposes fair-quality deliverables and/or procedures, **AND** |
| ii. | Offers negotiated improvements with reasonable cost and timeline implications. |
| *B.* | *Understanding of the Desired Work* | |
| i. | Exhibits fair understanding of the desired work, **AND** |
| ii. | Offers negotiated improvements with reasonable cost and timeline implications. |
| *C.* | *Consideration of Client* | |
| i. | Proposes deliverables, procedures, and/or timelines that create challenges for PED, districts, schools, educators, or students that are acceptable, but only in the absence of better alternatives, **OR** |
| ii. | Proposes timeline, labor-intensity, or cost requirements on PED, districts, schools, educators, or students that are acceptable, but only in the absence of better alternatives. |
| **2** | **The statement of work is acceptable in any one of the following ways:** | | |
| *A.* | *Quality of Proposal* | |
| Proposes sound-quality deliverables and/or procedures | |
| *B.* | *Degree of Understanding* | |
| Exhibits sound understanding of the desired work | |
| *C.* | *Consideration of Client* | |
| i. | Proposes deliverables, procedures, and/or timelines that create acceptable challenges for PED, districts, schools, educators, or students, **AND** |
| ii. | Proposes acceptable timeline, labor-intensity, or cost requirements on PED, districts, schools, educators, or students. |
| **3** | **The statement of work is strong in any one of the following ways:** | | |
| *A.* | Quality of Proposal | |
| Proposes thoughtfully-conceived deliverables and procedures that clearly meet the requirements of the RFP. May also include minor innovative components that exceed the requirements of the RFP with minimal cost or timeline implications. | |
| *B.* | Understanding of the Desired Work | |
| Exhibits thorough understanding of desired work. May also propose minor innovative components that improve validity and quality of deliverables and/or procedures with minimal cost or timeline implications | |
| *C.* | *Consideration of Client* | |
| i. | Proposes deliverables, procedures, and/or timelines that attend to reducing challenges for PED, districts, schools, educators, or students, **AND** |
| ii. | Proposes timeline, labor-intensity, or cost requirements on PED, districts, schools, educators, or students that explicitly attend to placing as much of the burden as is reasonable on the vendor. |
| **4** | **The statement of work is exceptional in any one of the following ways:** | | |
| *A.* | *Quality of Proposal* | |
| Proposes thoughtfully-conceived deliverables and procedures that include major innovative components that exceed the requirements of the RFP with minimal cost or timeline implications. | |
| *B.* | *Understanding of the Desired Work* | |
| Exhibits expert understanding of the desired work, including proposals of major innovative components to improve validity and quality of deliverables and/or procedures with minimal cost or timeline implications | |
| *C.* | *Consideration of Client* | |
| i. | Proposes deliverables, procedures, and/or timelines that explicitly minimize challenges for PED, districts, schools, educators, or students in innovative ways, **OR** |
| ii. | Proposes timeline, labor-intensity, or cost requirements that explicitly minimize the burden on PED, districts, schools, educators, or students in innovative ways. |

Figure 3. *Proposed staff scoring rubric.*

| **Proposed Staff Scoring Rubric** (Note: the **lowest** applicable score should be assigned) | | | |
| --- | --- | --- | --- |
| **Score** | **Description** | | |
| **0** | **The proposed staffing is unacceptable in any one of the following ways:** | | |
| *A.* | *Experience* | |
| Does not demonstrate that proposed staff possess skills necessary to perform the work. | |
| *B.* | *Reputation* | |
| When contacted, references were generally negative or ambivalent regarding proposed staff. | |
| *C.* | *Time Commitment* | |
| i. | Proposed staff commitment does not seriously underestimates the time needed to produce high-quality deliverables and/or use sound procedures, **OR** |
| ii. | Proposed staff commitment potentially underestimates the time needed to produce high-quality deliverables and/or use sound practices AND does not offer negotiation of alternatives with minimal cost or timeline implications. |
| **1** | **The proposed staffing is marginal in any one of the following ways:** | | |
| *A.* | *Experience* | |
| i. | Demonstrates that proposed staff possess skills necessary to perform the work, **AND** |
|  | ii. | Does not demonstrate that proposed staff have multiple years of experience performing similar high-stakes work. |
| *B.* | *Reputation* | |
| When contacted, references were generally positive regarding proposed staff. | |
| *C.* | *Time Commitment* | |
| i. | Proposed staff commitment potentially underestimates the time needed to produce high-quality deliverables and/or use sound practices, **AND** |
| ii. | Offers negotiation of alternatives with minimal cost of timeline implications. |
| **2** | **The proposed staffing is acceptable in any one of the following ways:** | | |
| *A.* | *Experience* | |
| i. | Demonstrates that proposed staff clearly possess skills necessary to perform the work, **AND** |
| ii. | Demonstrates that proposed staff have multiple years of experience performing similar high-stakes work. |
| *B.* | *Reputation* | |
| When contacted, references are uniformly positive. | |
| *C.* | *Time Commitment* | |
| Proposed staff commitment appears to demonstrate understanding of the time needed to produce high-quality deliverables and/or use sound practices | |
| **3** | **The proposed staffing is strong in any one of the following ways:** | | |
| *A.* | *Experience* | |
| i. | Demonstrates that proposed staff are expert practitioners of skills necessary to perform the work, **AND** |
| ii. | Demonstrates that proposed staff multiple years of experience performing similar high-stakes work. |
| *B.* | *Reputation* | |
| When contacted, references are uniformly enthusiastic. | |
| *C.* | *Time Commitment* | |
| Proposed staff commitment clearly demonstrates understanding of the time needed to produce high-quality deliverables and/or use sound practices | |
| **4** | **The proposed staffing is exceptional in any one of the following ways:** | | |
| *A.* | *Experience* | |
| i. | Demonstrates that proposed staff are considered to be leading experts in the field in which they are proposed to perform services, **AND** |
| ii. | Demonstrates that proposed staff multiple years of experience performing similar high-stakes work. |
| *B.* | *Reputation* | |
| When contacted, references are uniformly enthusiastic. | |
| *C.* | *Time Commitment* | |
| Proposed staff commitment clearly demonstrates understanding of the time needed to produce high-quality deliverables and/or use sound practices | |

Figure 4. *Corporate capacity scoring rubric.*

| **Corporate Capacity Scoring Rubric** (Note: the **lowest** applicable score should be assigned) | | |
| --- | --- | --- |
| **Score** | **Description** | |
| **0** | **Corporate qualifications and experience are unacceptable in any one of the following ways:** | |
| *A.* | *Qualifications* |
| Does not demonstrate that the Offeror and any subcontractors jointly possess the minimum corporate expertise in the fields needed to successfully carry out the project. |
| *B.* | *Capacity* |
| Does not demonstrate that the Offeror and any subcontractors jointly possess the minimum capacity to carry out a project of similar nature, size, and scope. |
| *C.* | *References* |
| When contacted, corporate references are generally negative or ambivalent about the Offeror and/or subcontractors' previous work. |
| **1** | **The proposed staffing is marginal in any one of the following ways:** | |
| *A.* | *Qualifications* |
| Demonstrates that the Offeror and any subcontractors jointly possess the minimum necessary corporate expertise in the fields needed to successfully carry out the project. |
| *B.* | *Capacity* |
| Demonstrates that the Offeror and any subcontractors jointly possess the minimum capacity necessary to successfully carry out of a project of similar nature, size, and scope. |
| *C.* | *References* |
| When contacted, corporate references are generally positive about the Offeror and/or subcontractors' previous work. |
| *D.* | *Experience* |
| Does not demonstrate that the Offeror and any subcontractors have successfully carried out at least one project of a similar nature, size, and scope. |
| **2** | **The proposed staffing is acceptable in any one of the following ways:** | |
| *A.* | *Qualifications* |
| Demonstrates that the Offeror and any subcontractors clearly jointly possess the necessary corporate expertise in the fields needed to successfully carry out the project. |
| *B.* | *Capacity* |
| Demonstrates that the Offeror and any subcontractors clearly jointly possess the capacity necessary to successfully carry out of a project of similar nature, size, and scope. |
| *C.* | *References* |
| When contacted, corporate references are uniformly positive about the Offeror and/or sucontractors' previous work. |
| *D.* | *Experience* |
| Demonstrates that the Offeror and any subcontractors have successfully carried out at least one project of a similar nature, size, and scope. |
| **3** | **The proposed staffing is strong in any one of the following ways:** | |
| *A.* | *Qualifications* |
| Demonstrates that the Offeror and any subcontractors jointly have a considerable history of corporate expertise in the fields needed to successfully carry out the project. |
| *B.* | *Capacity* |
| Demonstrates that the Offeror and any subcontractors jointly have a considerable history of capacity necessary to successfully carry out of a project of similar nature, size, and scope. |
| *C.* | *References* |
| When contacted, corporate references are uniformly positive and generally enthusiastic about the Offeror and/or sucontractors' previous work. |
| *C.* | *Experience* |
| Demonstrates that the Offeror and any subcontractors have successfully carried out multiple projects of a similar nature, size, and scope. |
| **4** | **The proposed staffing is exceptional in any one of the following ways:** | |
| *A.* | *Qualifications* |
| Demonstrates that the Offeror and any subcontractors are jointly considered leaders in the fields needed to successfully carry out the project. |
| *B.* | *Capacity* |
| Demonstrates that the Offeror and any subcontractors jointly have a considerable history of capacity necessary to successfully carry out of a project of similar nature, size, and scope. |
| *C.* | *References* |
| When contacted, corporate references are uniformly positive and enthusiastic about the Offeror and/or sucontractors' previous work. |
| *C.* | *Experience* |
| Demonstrates that the Offeror and any subcontractors regularly carry out multiple projects of a similar nature, size, and scope. |

In the scoring process, the Evaluation Committee will come to consensus on ratings for each (part of each) service group to create a score worksheet like the one in Figure 5 where consensus ratings are entered into fields shaded in bright yellow.

Finally, all proposals will be compared using a worksheet like that shown in Figure 6, where cost score will be added for each service group in each proposal (calculated as

This results in a score of 0 for the highest cost proposal and a score of 4 for the lowest cost proposal. An overall proposal score is then generated using the weights for each of the dimensions as shown in Figure 6. Because the State reserves the award a contract based on best value, the State also reserves the right to override the 30% weighting for cost the quality on the non-cost dimensions if a higher-quality proposal is scored similarly to a lower-cost proposal. Cost equalizing is performed based on using the same number of units in the cost proposal workbook for all cost proposals.

Figure 5. *Scoring worksheet for a single proposal.*

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | **Offeror #1 name (name of proposed prime contractor)** | | | | | | | | | |  |
|  | N/A | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | **Definitions of Service Groups** | | | | | | | | | |  |
|  | **System** | **Category of Service** | | | | | | | | |  |
|  | **component** | **Management**1 | **Peer review** | **Develop- ment**2 | **Administration**3 | **Security**4 | **Technical** | **Scoring** | **Reporting** | **Standard** |  |
|  | **abbreviation** | (prime contractor) | **assistance** |  | **quality**5 |  |  | **setting** |  |
|  | Summative 3-8 ELA/math | A1 | A2 | A3 | A6 | A8 | A10 | F1 | G1 | H1 |  |
|  | Summative 9-10 ELA/math |  |  |
|  | Summative 3-8 SLA | B |  |
|  | Interim K-2 ELA/math | C1 | F2 | G2 | H2 |  |
|  | Interim 3-12 ELA/math | C2 |  |
|  | Local K-12 operations | A4 | A11 | F3 | G3 |  |  |
|  | Local K-12 platform extension | A5 | A7 | A9 | A12 | F4 | G4 |  |
|  | Summative college admission | D1 | D2 | D3 | D4 | D5 | D6 | D7 | D8 |  |
|  | Assessment literacy K-12 |  | E |  | | | | | |  |
|  | **Table Notes** | | | | | | | | | |  |
|  | 1 Includes program management, project management, change management, risk and issue management, financial management, and relationship management | | | | | | | | | |  |
|  | **2** Includes independent alignment study of test content to the state content standards as a critical component. Also includes accessibility as a critical component. | | | | | | | | | |  |
|  | **3** Includes accessibility and accessibility features as a critical component. | | | | | | | | | |  |
|  | **4** Includes test security, data security, data privacy, and data ownership. | | | | | | | | | |  |
|  | **5** Includes all aspects of psychometrics, statistics, and technical reporting. | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | **Consensus Ratings of Offeror Proposal by Scoring Rubric** | | | **Group of  Services** | **Individual Ratings by Rubric** | | | | | |  |
|  | **SOW** | | **Staff** | | **Capacity** | |  |
|  | **A1** |  | |  | |  | |  |
|  | **A2** |  | |  | |  | |  |
|  | **A3** |  | |  | |  | |  |
|  | **A4** |  | |  | |  | |  |
|  | **A5** |  | |  | |  | |  |
|  | **A6** |  | |  | |  | |  |
|  | **A7** |  | |  | |  | |  |
|  | **A8** |  | |  | |  | |  |
|  | **A9** |  | |  | |  | |  |
|  | **A10** |  | |  | |  | |  |
|  | **A11** |  | |  | |  | |  |
|  | **A12** |  | |  | |  | |  |
|  | **B** |  | |  | |  | |  |
|  | **C1** |  | |  | |  | |  |
|  | **C2** |  | |  | |  | |  |
|  | **D1** |  | |  | |  | |  |
|  | **D2** |  | |  | |  | |  |
|  | **D3** |  | |  | |  | |  |
|  | **D4** |  | |  | |  | |  |
|  | **D5** |  | |  | |  | |  |
|  | **D6** |  | |  | |  | |  |
|  | **D7** |  | |  | |  | |  |
|  | **D8** |  | |  | |  | |  |
|  | **E** |  | |  | |  | |  |
|  | **F1** |  | |  | |  | |  |
|  | **F2** |  | |  | |  | |  |
|  | **F3** |  | |  | |  | |  |
|  | **F4** |  | |  | |  | |  |
|  | **G1** |  | |  | |  | |  |
|  | **G2** |  | |  | |  | |  |
|  | **G3** |  | |  | |  | |  |
|  | **G4** |  | |  | |  | |  |
|  | **H1** |  | |  | |  | |  |
|  | **H2** |  | |  | |  | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |

Figure 6. *Scoring worksheet for a single proposal.*

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Offeror #** | 1 | | | | 2 | | | | 3 | | | | 4 | | | | 5 | | | | 6 | | | | 7 | | | | 8 | | | | 9 | | | | 10 | | | |
| **Offeror Name** | N/A | | | | N/A | | | | N/A | | | | N/A | | | | N/A | | | | N/A | | | | N/A | | | | N/A | | | | N/A | | | | N/A | | | |
| **Group of  Services** | **Consensus** | | | **Cost** | **Consensus** | | | **Cost** | **Consensus** | | | **Cost** | **Consensus** | | | **Cost** | **Consensus** | | | **Cost** | **Consensus** | | | **Cost** | **Consensus** | | | **Cost** | **Consensus** | | | **Cost** | **Consensus** | | | **Cost** | **Consensus** | | | **Cost** |
| **SOW** | **Staff** | **Corp** | **SOW** | **Staff** | **Corp** | **SOW** | **Staff** | **Corp** | **SOW** | **Staff** | **Corp** | **SOW** | **Staff** | **Corp** | **SOW** | **Staff** | **Corp** | **SOW** | **Staff** | **Corp** | **SOW** | **Staff** | **Corp** | **SOW** | **Staff** | **Corp** | **SOW** | **Staff** | **Corp** |
| **A1** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **A2** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **A3** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **A4** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **A5** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **A6** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **A7** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **A8** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **A9** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **A10** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **A11** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **A12** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **B** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **C1** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **C2** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **D1** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **D2** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **D3** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **D4** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **D5** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **D6** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **D7** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **D8** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **E** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **F1** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **F2** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **F3** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **F4** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **G1** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **G2** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **G3** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **G4** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **H1** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **H2** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Group A Mean** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Group B Mean** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Group C Mean** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Group D Mean** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Group E Mean** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Group F Mean** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Group G Mean** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Group H Mean** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Weight** | **30%** | **20%** | **20%** | **30%** | 30% | 20% | 20% | 30% | 30% | 20% | 20% | 30% | 30% | 20% | 20% | 30% | 30% | 20% | 20% | 30% | 30% | 20% | 20% | 30% | 30% | 20% | 20% | 30% | 30% | 20% | 20% | 30% | 30% | 20% | 20% | 30% | 30% | 20% | 20% | 30% |
| **Group A Overall** |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |
| **Group B Overall** |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |
| **Group C Overall** |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |
| **Group D Overall** |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |
| **Group E Overall** |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |
| **Group F Overall** |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |
| **Group G Overall** |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |
| **Group H Overall** |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |  | | | |

1. Defined as identified primarily in consultation with PED and content area experts to identify a small number of high-leverage model instructional units (i.e., units that are foundational to later learning or either with which students or teachers tend to struggle such as proportional reasoning in mathematics) to begin with and branching from there to additional model instructional units and associated interim assessments. Instructional units are defined as short enough to allow for evaluating programming, policies, and interventions midstream in a marking period (e.g., semester) rather than as a “post-mortem” and long enough to avoid encouraging over-testing on small chunks of content. It will likely be necessary for Offerors to join forces to provide high quality services in both summative assessment and interim assessment. If a partnership is not proposed, the proposal must include a strong rationale for how a single Offeror is qualified for both. [↑](#footnote-ref-2)
2. Defined as assessment & data literacy curricula, professional learning resources, exemplars of high-quality use, and tools to support sound use of formative assessment to inform instruction and interim and summative assessment to support instructional programming and evaluation of programs, policies, and interventions. It will likely be necessary for Offerors to join forces to provide high quality services in both summative/interim assessment and assessment/data literacy materials and resources. If a partnership is not proposed, the proposal must include a strong rationale for how a single Offeror is qualified for both. [↑](#footnote-ref-3)
3. Note that leased items will come from the existing Contractor (New Meridian) at least for the initial years of the contract. This is not a transition activity, but an RFP requirement to procure the content to be used in the first few years. [↑](#footnote-ref-4)
4. There is one exception. If it is advantageous to the State, the *management* category of services for *summative college admission* component of the system may be awarded with the remainder of group *D*, making the contract for summative college admission assessment an entirely separate contract. [↑](#footnote-ref-5)
5. Based on various states’ experience with the Copyright Clearance Center providing a comparatively high value in terms of cost, quality, duration of permissions, and flexibility in permissions agreements. [↑](#footnote-ref-6)
6. A value-added approach to this activity is to have panelists independently identify alignment (to content standard, elicited skills/processes, and cognitive complexity such as depth of knowledge, or DOK level) before seeing any item metadata that identify the *intended* content standard, skill, process, or cognitive complexity. By having fully-independent alignment review of items, alignment analyses can be completed in advance of test form construction rather than as a post-hoc review. A further value-added approach would be for panelists to review the intended content standards, skills, processes, and cognitive complexity and determine whether to revise their independently identified categories, add the intended categories to their independently identified categories, or replace their individually-identified categories with the intended categories. [↑](#footnote-ref-7)