

Southwest Regional Education Cooperative #10

REQUEST FOR PROPOSALS (RFP)

Statewide High Impact Tutoring for Designated Improvement Schools



RFP #24-002

RELEASE DATE: January 16, 2024

DUE DATE: January 30, 2024 by 4:30 pm

RFP #24-002

Table of Contents

I. INTRODUCTION	3-6
A. PURPOSE OF THIS REQUEST FOR PROPOSALS.....	3
B. BACKGROUND INFORMATION.....	3
C. SCOPE OF PROCUREMENT.....	3-4
D. PROCUREMENT MANAGER	4
E. DEFINITIONS OF TERMINOLOGY.....	4-6
F. PROCUREMENT LIBRARY.....	6
II. CONDITIONS GOVERNING THE PROCUREMENT.....	7-16
A. SEQUENCE OF EVENTS	7
B. EXPLANATION OF EVENTS.....	8-10
C. GENERAL REQUIREMENTS	11-16
III. RESPONSE FORMAT AND ORGANIZATION	17-18
A. NUMBER OF RESPONSES	17
B. METHOD OF SUBMISSION.....	17
C. PROPOSAL FORMAT	17-18
IV. SPECIFICATIONS	19-22
A. DETAILED SCOPE OF WORK.....	19-21
A. TECHNICAL SPECIFICATIONS	21
B. MANDATORY SPECIFICATIONS	21
C. BUSINESS SPECIFICATIONS	22
V. EVALUATION	23-26
A. EVALUATION POINT SUMMARY	23
B. EVALUATION FACTORS	23-25
C. EVALUATION PROCESS.....	25-26
D. ADMINISTRATIVE REQUIREMENTS.....	26
APPENDIX A: Campaign Contribution Disclosure form.....	27-28
APPENDIX B: New Mexico Employee Health Coverage form	29
APPENDIX C: Cost Response Form.....	30
APPENDIX D: Reference Questionnaire	31-34
APPENDIX E: Resident Veterans Certification	35
APPENDIX F: Conflict of Interest Affidavit	36
APPENDIX G: Debarment / Suspension Status form.....	37
APPENDIX H: Agency Certification form.....	38
APPENDIX I: Draft Contract	39-46

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract for the purchase of professional services to provide high impact tutoring services to be delivered by trained instructors to students across New Mexico attending designated improvement schools.

B. BACKGROUND INFORMATION

The Southwest Regional Education Cooperative (SWREC), on behalf of its partners at the New Mexico Public Education Department (PED) invites a request for proposals to provide high impact tutoring to be delivered by well-trained instructors to approximately 2,000 students across New Mexico attending PED designated improvement schools. Prioritization of tutoring for At-Risk student groups aims to address unfinished learning as a result of the COVID-19 pandemic, which disproportionately impacted students in families from lower-income backgrounds. At-risk student groups, as referenced here are those students determined to be economically disadvantaged, Native American, English Learners, and Students with Disabilities. The tutoring must be tied to grade-appropriate standards and classroom content that is effective in addressing learning gaps. Evidence of student achievement gains from targeted and intensive small group interventions is expected as demonstrated by ongoing balanced formative, interim, and summative assessments.

C. SCOPE OF PROCUREMENT

Tutoring services provided by selected offerors will require deep coordination with designated improvement schools to ensure the successful implementation of a high impact tutoring program for the 2023-2024 academic school year. This includes coordinating with school sites to develop a master schedule that provides time within the regular school day for the provision of no less than ninety minutes of small group learning interventions without the need for students to miss core instruction, forgo specials and elective classes. Offerors must support school sites with identifying students in need of academic support, administering baseline and interim assessments, tracking student attendance, incentivizing engagement, prioritizing learning goals, establishing individualized learning plans, and summative achievement targets for each student. Offeror's must target support to students most at-risk for not achieving proficiency with grade-appropriate, adopted content standards in mathematics and English language arts. Tutoring provided by the selected offeror will have a primary focus on in person and secondary focus on virtual delivery to kindergarten-8th grade content standards in mathematics and English language arts. Offerors that provide in-person tutoring supports will be prioritized.

Each student must receive high impact tutoring consisting of a minimum of two tutoring sessions per week and up to 32.5 hours of instruction as part of the tutoring sessions for up to 13 weeks. The tutoring session length may vary to best meet the learning needs of students; for example, elementary students may benefit from shorter but more frequent sessions (i.e., 30 minutes, five times per week).

High impact tutoring is effective when it consists of evidence-based, supplemental instructional supports that are tied to adopted standards through a cohesive scope and sequence. High impact tutoring services are provided by a well-trained instructor that demonstrates mastery in the science of reading, and in literacy and mathematical instruction for kindergarten-8th grade and has capabilities to provide responsive support to students of diverse cultural and linguistic backgrounds. For the purposes of this procurement, tutor ratios shall not exceed four students per tutor, per session. To the extent possible, student groups and tutor assignments must remain consistent over the duration of the program to ensure positive tutor-student relationships. Tutoring services must leverage ongoing, balanced formative

and summative assessments that allow tutors to effectively tailor instruction as part of the tutoring sessions. Offerors must demonstrate cohesion between tutoring interventions and the student’s core instructional environment.

This RFP may result in a multiple award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively. A one-year contractual agreement will be awarded with the option for a one-year renewal.

D. PROCUREMENT MANAGER

Southwest Regional Education Cooperative #10 has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name:	Lauren Verduzco, Procurement Manager
Address:	1321 E. Poplar Deming, NM 88030
Telephone:	575-546-5951
Email:	purchasing@swrecnm.org

1. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager via email. Offerors may contact ONLY Southwest Regional Education Cooperative #10, Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond.

E. DEFINITION OF TERMINOLOGY

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

Agreement Administrator: The SWREC #10

At Risk Student Groups: Students determined to be economically disadvantaged, Native American, English Learners, and Students with Disabilities

Business Hours: 7:30 AM to 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

Close of Business: 4:30 PM Mountain Standard or Daylight Time, whichever is in use on the date given

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

Contract: a written agreement for the procurement of items of tangible personal property, services, or professional services.

Contractor: the successful Offeror who enters into a Price Agreement with SWREC #10.

Designated School Site: a school site designated by the New Mexico Public Education Department (NM PED) as being in need of improvement.

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 manager, including findings of fact required to support a decision. A determination becomes part of the procurement file.

Evaluation Committee: a body appointed by the Procurement Manager to perform the evaluation of Offerors' proposals

Evaluation Committee Report: a report prepared by the Procurement Manager and the Evaluation Committee for contract award that will contain written determinations resulting from the procurement.

Finalist: an Offeror and/or Offerors who meet all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

IT: Information Technology

High Impact Tutoring: for the purposes of this RFP evidence-based, supplemental instructional supports that are tied to adopted standards through a cohesive scope and sequence. High impact tutoring services are provided by well-trained instructors that demonstrates mastery in the science of reading, and in literacy and mathematical instruction for kindergarten-8th grade and has capabilities to provide responsive support to students of diverse cultural and linguistic backgrounds. For the purposes of this procurement, tutor ratios shall not exceed four students per tutor, per tutoring session. Student groups and tutor assignments must remain consistent over the duration of the program to ensure positive tutor-student relationships. Tutoring services must leverage ongoing, balanced assessments that allow tutors to effectively tailor instruction as part of the tutoring sessions. Offerors must demonstrate cohesion between tutoring interventions and the student's core instructional environment.

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.

LPB: local public body

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 as nonresponsive.

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

Multiple Source Award: an award of an indefinite quantity contract for one or more similar services 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 that requires the contractor to furnish services to the Procuring State agency.

Procurement Manager: the person or designee authorized to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

Prime Contractor: chief contractor who has full responsibility for completion of the contract.

Project: a temporary process undertaken to achieve 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 completed and project acceptance is given by the project executive sponsor.

Project Manager: means a Procuring State agency employee assigned by the Procuring State agency to oversee the contract work.

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

Request for Proposals or RFP: all documents, including those attached or incorporated by reference, used for soliciting proposals.

Requirements: are obligatory and mean the system functions that are related to the organization's goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

Responsible Offeror: an Offeror submitting a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services described in the proposal.

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

Single Source Award: an award of contract for tangible personal property, services, or construction to only one Offeror

Solicited and Awarded: an Invitation to Bid or RFP was made available to the general public, through any means.

Staff: a full-time, part-time, or an independently contracted employee with the Offerors' company State (the State): the State of New Mexico.

State Purchasing Agent: the State Purchasing Division of the General Services Department.

Subcontractor: One who takes a portion of a contract from the principal contractor.

SWREC #10: Southwest Regional Education Cooperative.

Unredacted: a version or copy of the Offeror's proposal containing all complete information including any that the Offeror would otherwise consider confidential; such a copy for use only for the purpose of the evaluation.

F. PROCUREMENT LIBRARY

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

New Mexico Public Education Department Website: <https://webnew.ped.state.nm.us/>

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	SWREC	January 16, 2024
2. Distribution List	Potential Offerors	January 30, 2024 by 4:30pm
3. Deadline to Submit Questions	Potential Offerors	January 30, 2024 by 4:30 pm
4. Response to Written Questions	Procurement Manager	February 2, 2024 by 4:30 pm
5. Submission of Proposal	Potential Offerors	February 16, by 4:30 pm
6. Proposal Evaluation	Evaluation Committee	February 20 – 28, 2024
7. Selection of Finalists	Evaluation Committee	February 26, 2024
8. Oral Presentations	Finalist Offerors	February 27, 2024
9. Best and Final Offers	Finalist Offerors	February 28, 2024
10. Finalize Price Agreements	SWREC/Finalist Offerors	February 29, 2024
11. Price Agreement Award(s)	SWREC/Finalist Offerors	March 1, 2024
12. Protest Deadline	SWREC	March 16, 2024

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the Southwest Regional Education Cooperative #10 and its partner, the New Mexico Public Education Department.

2. Distribution List

Potential Offerors should complete the online *Distribution Form* to have their organization placed on the procurement distribution list. The form should be submitted by an authorized representative of the organization by **4:30 pm** MDT/MST on **January 30, 2024**

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

LINK TO ACCESS THE DISTRIBUTION LIST

<https://www.cognitofrms.com/SWREC10/RFP24002DistributionList>

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager with the intent to clarify the RFP until **January 30, 2024**, by **4:30 pm** Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D.

4. Response to Written Questions

Written responses to written questions will be posted online as an Addendum to the RFP at www.swrecnm.org by the Procurement Manager as indicated in the sequence of events. An e-mail copy will be sent to all Offeror's that formally request, through the Distribution List, an e-mail copy of the responses from the Procurement Manager.

5. Submission of Proposal

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

All offeror proposals must be received for review and evaluation by the procurement manager or designee no later than **4:30 pm** Mountain Standard Time/Daylight Time on **February 16, 2024**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 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 awarded pursuant to the Request for Proposals has been fully executed.

It is the Offeror's responsibility to ensure all documents are completely submitted electronically via the link in Section III.B (page 17) by the deadline set forth in this RFP. **NO LATE PROPOSALS CAN BE ACCEPTED.**

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the Sequence of Events, depending on 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. Proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II, A. Sequence of Events, or as soon thereafter as possible. A schedule for the oral presentation and demonstration will be determined at this time. Finalists will be comprised of up to five (5) Offerors receiving the highest cumulative scores in the following sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Organizational References, Section IV.B.3 Mandatory Specifications, and Section IV.B.4 Desired Specifications.

8. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II, A., Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc). The Agency will provide Finalist Offerors with an agenda and applicable details; including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

For those proposals selected for interview, notices to finalists will include the interview date and time. Interviews are generally held at the offices of the SWREC #10. The interview location may be changed at the discretion of the Selection Committee. Scoring for the interview will be based on responses to the questions presented at the pre-interview meeting. Interview scoring will total the points presented on the table indicated in section V. The points will be equally divided between the prepared questions and points will be allocated by each member. Each member's point totals will be translated into a numeric ranking of all interviewed firms. The five individual member rankings will be totaled together to determine the overall ranking of firms for the interview.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by **February 28, 2024**, as per schedule Section II, A. Sequence of Events, or as soon thereafter as possible.

10. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror in accordance with the Sequence of Events, or as soon thereafter. This date is subject to change. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the Agency reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

After review by the Evaluation Committee the Agency will make an award(s) in accordance with the Sequence of Events, or as soon as possible thereafter. This date is subject to change at the discretion of the Agency. The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to support the Scope of Work the most advantageous proposal may or may not have received the most points.

12. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978, and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the award of RFPs and will end at 4:30 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest, including appropriate supporting exhibits and must specify the ruling requested from the Business Manager. Protests received after the deadline will not be accepted. The protest must be delivered to:

Valerie Brea, Executive Director
Southwest Regional Education Cooperative
1321 E. Poplar
Deming, NM 88030
vbrea@swreclm.org

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

Any cost incurred by the 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 demonstrate proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any RFP that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of any contract with a state agency that may derive from this RFP. The state agency hiring a *vendor* from the RFP will make payments only to the prime contractor.

4. Subcontractors

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

5. Amended Proposals

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

6. Offerors Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

The proposals will be kept confidential until negotiations are completed by SWREC. 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 Procurement Manager 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 normally 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 through §57-3A-7. 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, SPD shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the Southwest Regional Education Cooperative to the use of Offeror services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when Southwest Regional Education Cooperative determines such action to be in the best interest of the Agency.

11. Sufficient Appropriation

Any RFP or 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 State agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied, in writing, by the Southwest Regional Education Cooperative through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals. Current and updated information regarding this procurement is available on the SWREC website at www.swrecnm.org.

15. Contract Terms and Conditions

The Southwest Regional Education Cooperative may or may not accept the alternative language provided by the Offeror. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable and will result in disqualification of the Offeror's proposal.

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the State agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities as well as mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and that the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. State Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

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

25. Confidentiality

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

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

26. Electronic mail address required

All of the communications regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have and provide a valid e-mail address to receive this correspondence. (See also, Section II.B.4, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the SWREC, the version maintained by the SWREC shall govern. Refer to: <http://www.swrecnm.org>.

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

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

30. Disclosure Regarding Responsibility

Any prospective Responsible Bidder/Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with any State agency or LPB for professional services, tangible personal property, services, or construction agrees to disclose whether they, or any principal of their company:

- i. are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, State agency or LPB;
- ii. have, within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes related to the submission of offers; or 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;

- iii. are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph 2 of this disclosure.
- iv. have, 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
 - 1. Taxes are considered delinquent if both of the following criteria apply:
 - a. 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.
 - b. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted
 - 2. 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.
- v. 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 Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances. A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- vi. Nothing contained in the foregoing shall be construed to require establishing a system of records in order to render in good faith the disclosure required by this document. The knowledge and information of an Offeror 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. 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 Procurement Manager. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the government, the Procurement Manager may terminate the involved contract for cause. Still further, the Procurement may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Procurement Manager.

31. Conflict of Interest

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or

indirect, that would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, §10-16-1 through §10-16-18, regarding contracting with a public officer or state employee or former state employee have been followed.

32. New Mexico / Native American Resident Preferences

The New Mexico / Native American Resident Preferences shall not apply because the expenditures for this RFP include federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

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

A. NUMBER OF RESPONSES

Potential Offerors shall submit only one proposal for this RFP.

B. METHOD OF SUBMISSION

All Proposals must be submitted electronically.

LINK TO ACCESS THE PROPOSAL SUBMISSION SYSTEM

<https://www.cognitofrms.com/SWREC10/RFP24002ProposalSubmission>

C. PROPOSAL FORMAT

- i. All information for the technical proposal must be combined into a single pdf file/document for uploading. Do not include the cost proposal in the technical proposal. File naming convention: **<COMPANY NAME_RFP24-002>**
- ii. All information pertaining to the cost proposal must be combined into a single file/document for uploading. File naming convention: **<COMPANY NAME_COST RESPONSE_RFP24-002>**
- iii. Typeface must be easily readable such as Ariel, Calibri, Courier, or Times New Roman and type size must be 12-point
- iv. The proposal may be no longer than 100 single-spaced pages as a whole. Supplemental information may be appended to the proposal
- v. All page numbers shall be numbered

For technical support issues, contact Lauren Verduzco (575) 546-5951.

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.

- a) Table of Contents
- b) Proposal Summary (Optional)
- c) Response to Specifications **except for cost, which shall only be included in Cost Proposal**
- d) Offeror's Additional Terms and Conditions
- e) Campaign Contribution Form
- f) NM Employee Health Coverage Form
- g) Reference Questionnaire – **first page only, identifying businesses providing references**
- h) Conflict of Interest Affidavit
- i) Debarment / Suspension Certification Form
- j) Agency Certification Form
- k) Other Supporting Material (Optional)
- l) Completed Cost Response Form

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. 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 appear only on the Cost Response form. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by 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.

Offerors may attach other material they believe may improve the quality of their responses.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise specified. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

The Contractor shall perform the following work:

- A. Deliver high impact tutoring consisting of a minimum of two tutoring sessions per week for up to thirteen (13) weeks. Per student service provision hours shall not be less than 90 minutes of instruction per week for the 2023-2024 academic year. Tutoring session length may vary to best meet the learning needs of students. For example, elementary students may benefit from shorter but more frequent sessions (i.e., 30 minutes, five times per week);
- B. Ensure that designated school sites have no less than ninety minutes of weekly intervention time embedded in the regular school day. Students attending school-day embedded interventions shall not be pulled from special or elective courses;
- C. Appropriately tailor sessions for elementary students who benefit from shorter but more frequent sessions, such as thirty-minute sessions five times per week;
- D. Ensure that student groups do not exceed four students per tutor in any session;
- E. Assess student skill levels and group students based on comparable skill levels, learning goals, and the [New Mexico's Multi-Layered System of Supports \(MLSS\)](#);
- F. Effectively utilize the MLSS to identify Layer 2 and Layer 3 students that are most likely to benefit from small-group interventions such as tutoring;
- G. Align the school's high impact tutoring plan to their Annual MLSS Self-Assessment, [NM School DASH \(90 Day\)](#), and required school improvement plan;
- H. Ensure to the greatest extent possible that each student receives tutoring from the same tutor throughout the duration of the program and term of the agreement;
- I. Utilize high-quality instructional materials and curricula for tutoring and the alignment of curricula and materials to New Mexico State Standards;
- J. Ensure the alignment to the school's adopted high-quality instructional materials, instructional scope, and sequence of standards.
- K. Utilize only tutors with training and expertise in the provision of high impact tutoring interventions, with relevant licensing and capabilities to provide responsive support to students of diverse cultural and linguistic backgrounds.
- L. Provide consistent and effective observation and a feedback cycle to improve tutor efficacy, including use of surveys where appropriate;

-
- M.** Provide the PED and designated school leadership a detailed data tracking and monitoring system to track student learning progress, which shall include assessment data and how that data is used to drive program improvement and management decisions with tutors and students;
- N.** Ensure tutoring services leverage ongoing, balanced formative and summative (BOY, MOY, EOY) assessments that allow tutors to effectively tailor instruction. Offeror's must report the results of these assessments to participating schools and the PED without any undue burden or delay;
- O.** Ensure implementation of a school-student referral system for schools to refer students, and for students in need of academic support to receive tutoring services, which may include, but should not be limited to communications with schools, parent, teachers, engagement, counselor and/or advisor engagement;
- P.** Execute data sharing agreements with the PED, districts, and schools;
- Q.** Effectively communicate with school personnel to ensure student referrals are organized in a way that does not create any undue administrative burden on school systems and personnel. Ensure that referred students represent the lowest performing (15%) of students;
- R.** Consistently communicate with parents to ensure attendance of students, which shall include, but not be limited to, weekly phone calls to parents, home visits, and coordination with school partners and out of school time partners to provide support and attendance assistance;
- S.** Ensure that tutoring lessons are aligned to kindergarten-8th grade New Mexico adopted academic standards in mathematics and English language arts;
- T.** Ensure progress assessments occur every two weeks and that this data is provided to the district, school, and PED within five business days;
- U.** Require a federal background check for all tutors ensuring safety of student participants. Offeror's must have a system to archive background checks and provide background check results to the PED within five business after requested;
- V.** Ensure communication between students and tutors is appropriately limited and thoroughly monitored;
- W.** Provide a system for tutors and teachers to report concerns regarding student safety and health;
- X.** Provide a system for teacher-to-tutor communication that allows teachers to apprise tutors of what is being covered in core instruction;
- Y.** Provide high impact tutoring services in language(s) besides English to allow English Language Learners the ability to maximize benefits from tutoring;
- Z.** Provide successful execution of student enrollment strategy implementation, including outreach and communication tactics, school referral activation and timely processing, and diversification of messaging responsive to New Mexico's diverse communities; and

AA. Develop an assessment of performance that is acceptable to the agency that adequately measures the success of the tutoring services provided by vendor, and which may be denied for approval by the agency at the discretion of the agency.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror(s) must:

- (a) provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and metrics of success as a provider of high impact tutoring. All high impact tutoring provided in the private sector will also be considered;
- (b) provide a brief resume and biography of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as those who direct, train, oversee, manage, and/or evaluate high impact tutoring services. Offeror must include key personnel education, work experience, relevant certifications/licenses, and areas of specialized expertise;
- (c) describe both quantitative and qualitative methodologies to assess the effects of tutoring programs on student outcomes. Include how educational researchers and experts designed and implemented robust studies, analyzed data, and derived valuable insights or company's commitment to conduct research on their methods;
- (d) describe at least two project successes and failures of a high impact tutoring engagement. Include how each experience improved the Offeror's services.

2. Organizational References

Offeror must provide a list of a minimum of three (3) external references from similar projects performed for private, state and/or large local government clients within the last three years. **Offeror is required to submit APPENDIX D, Reference Questionnaire**, to the business references they list. The business references must submit the Reference Questionnaire directly to the designee described in Section I, Paragraph D. The business reference shall not return the completed Reference Questionnaire to the Offeror. It is the Offeror's responsibility to ensure that the completed forms are received by or before the proposal submission deadline for inclusion in the evaluation process. Business references that are not received in time or are incomplete may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted.

- (a) Client name;
- (b) Project description;
- (c) Project dates (starting and ending);
- (d) Technical environment; (i.e., Data analysis, program evaluation platform or software, software applications, Internet capabilities, Data communications, Network, Hardware);
- (e) Client project manager name, telephone number, fax number, and e-mail address.

C. MANDATORY SPECIFICATIONS

- 1.** Points will be awarded based on the thoroughness and clarity of Offeror's description relevant to

the Section IV, A. Detailed Scope of Work. The Evaluation Committee will weigh the relevancy and extent of Offeror's expertise, as well as quality and precision of description of evidence-based, high impact tutoring services.

2. Desirable specifications: **none**.

D. BUSINESS SPECIFICATIONS

1. Financial Stability

The successful Offeror must demonstrate financial stability and the SWREC and NMPED reserve the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.

2. Resident Business or Resident Veteran's Preference

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

3. Campaign Contribution Disclosure Form

The Offeror **must** complete unaltered Campaign Contribution Disclosure Form and submit a signed copy with its proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX A)

4. NM Employee Health Coverage Form

The Offeror must complete unaltered New Mexico Employee Health Coverage Form and submit a signed copy with its proposal. (See APPENDIX B)

5. Conflict of Interest Form

The Offeror must complete unaltered Conflict of Interest Form and submit a signed copy with its proposal. (See APPENDIX F)

6. Debarment / Suspension Certification Form

The Offeror must complete unaltered Debarment/Suspension Certification Form and submit a signed copy with its proposal. (See APPENDIX G)

7. Agency Certification Form

The Offeror must complete an Agency Certification Form and submit a signed copy with its proposal. (See APPENDIX H)

8. Oral Presentations

Offeror must complete an oral presentation including questions and answers from the Evaluation Committee. This Section will correspond to the mandatory requirements specified in Section IV.C.1.

9. Cost

Offerors must complete the Cost Response Form in Appendix C. Cost will be measured by (1) reasonableness and (2) breakdown of costs for all tutoring service delivery methods; for example, (i) actual hourly rates for direct labor (human-hours) and (ii) the means/method the firm will use to record and report hourly rates for billing.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Table 1: Evaluation Point Summary

Factor	Points Available
A Technical Specifications	
A(1) Organizational Experience	200
A(2) Organizational References	75
A(3) Mandatory Specifications	375
B Business Specifications	
B(1) Financial Stability	Pass/Fail
B(2) Campaign Contribution Disclosure Form	Pass/Fail
B(3) New Mexico Employee Health Coverage	Pass/Fail
B(4) Conflict of Interest Form	Pass/Fail
B(5) Debarment/Suspension Certification	Pass/Fail
B(6) Agency Certification Form	Pass/Fail
B(7) Oral Presentations	150
B(8) Cost	200
Total Points	1000

B. EVALUATION FACTORS

1. A (1) Organizational Experience (See Table 1)

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

2. A (2) Organizational References (See Table 1)

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

The Evaluation Committee may contact any or all business references for validation of

information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. **A (3) Mandatory Specifications**

Points will be awarded based on the evaluation of responses to specifications named above in Section IV. The Evaluation Committee will weigh the relevancy and extent of the Offeror's expertise, as well as quality and precision of description of evidence-based, high impact tutoring services. Responses must be organized by the categories below and reference the aligned language for all lettered elements in the Detailed Scope of Work.

Points will be awarded for mandatory specifications as follows:

Total allowable points: 375

- Description of Evidence-Based Tutoring Interventions (dosage, grouping, prioritization of students, alignment to state standards, multiple languages, student safety)
 - 125 points
 - Aligned SOW Elements: A, B, C, D, H, S, V, Y

- School Systems Supports (scheduling, referring students, teacher collaboration, alignment to core instruction and materials, MLSS)
 - 80 points
 - Aligned SOW Elements: F, G, I, O, Q, W, X

- Tutor Experience, Training, and Evaluation
 - 70 points
 - Aligned SOW Elements: K, U

- Program Measurement and Evaluation
 - 70 points
 - Aligned SOW Elements: E, L, M, N, P, T, AA

- Engagement
 - 30 points
 - Aligned SOW Elements: R, Z

4. **B (1) Financial Stability (See Table 1)**

Pass/Fail only. No points assigned.

5. **B (2) Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

6. **B (3) New Mexico Employee Health Coverage Form (See Table 1)**

Pass/Fail only. No points assigned.

7. **B (4) Conflict of Interest Form (See Table 1)**

Pass/Fail only. No points assigned.

8. **B (5) Debarment / Suspension Form (See Table 1)**

Pass/Fail only. No points assigned.

9. **B (6) Agency Certification Form (See Table 1)**

Pass/Fail only. No points assigned.

10. **B(7) Oral Presentations (See Table 1)**

Points will be awarded based on the quality, organization, and effectiveness of communication of the information presented, as well as level of detail and technical accuracy of the presenters. Prior to Oral Presentations, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held, all Offerors will receive the maximum amount of total points for this evaluation factor). 150 points.

Points will be awarded for Oral Presentations as follows:

Total allowable points: 150 points

- Description of Evidence-Based Tutoring Interventions (dosage, grouping, prioritization of students, alignment to state standards and high-quality instructional materials, multiple languages)
 - 60 points
- School Systems Support (scheduling, referring students, teacher collaboration, student safety, alignment to core instruction, MLSS)
 - 30 points
- Tutor Experience, Training, and Evaluation
 - 20 points
- Program Measurement and Evaluation
 - 20 points
- Family Engagement
 - 20 points

11. **B(8) Cost (See Table 1)**

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's cost proposal per student, 90 minutes per week}}{\text{Each Offeror's cost of tutoring per student, 90 minutes per week}} \times \text{Available Award Points}$$

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response.
3. Responsive proposals will be evaluated on the factors in Section V, which have been assigned a point value. Responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State, taking into consideration the evaluation factors in Section V, will be recommended for

award to the State, as specified in Section II, Paragraph B.8. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

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

D. ADMINISTRATIVE REQUIREMENTS

Awarded Offeror's will be required to provide the following documents before or within 30 of contract execution date:

1. Proof of Insurance
2. Tax Identification: The Offeror must possess a tax identification number
3. Offeror must provide background checks, as directed, for all persons within the organization that will be providing on-site services within New Mexico schools
4. Federal W-9

APPENDIX A - 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 request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"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 B – New Mexico Employee Health Coverage Form

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

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

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

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

Signature of Offeror: _____

Date: _____

APPENDIX C – Cost Response Form

The Offeror’s cost must include all costs associated with the delivery of high impact tutoring services. Costs include direct costs, indirect costs, travel, training, student and family recruitment, materials, labor, etc. Statutory requirements of NMSA 1978, § 13-1-150 regarding Multi Term Contracts limits must be complied with when establishing Pricing/Term periods or extension pricing.

A complete Cost Response shall include:

1. A complete “Cost Narrative”;
2. A complete “Example Total Cost Budget Table”; and

Directions:

1. Complete the Cost Narrative

A complete “Cost Narrative” including, but not limited to:

- Describe your detailed pricing model and the number of students you can serve, (e.g., usage, number of students, duration of each tutoring session, etc.)
- Describe the features and services included in the base fees
- Describe any one-time start-up fees

2. Complete the “Example Total Cost Budget Table”

Example Total Cost Budget Table				
Expenses	Description (describe how funds will be used)	Quantity	Unit Cost	Amount
Total Costs				
Total Number of Students				
Price Per Student (Total Costs/Number of Students)				

Cost should be inclusive of tax, travel, and any other incidentals

REFERENCE QUESTIONNAIRE

As a part of the RFP process, the Southwest Regional Education Cooperative requires proposing vendors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Procurement Manager by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal.

1.

2.

3.

**RFP #24-002 REFERENCE QUESTIONNAIRE
FOR:**

(Name of company requesting 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 to the Southwest Regional Education Cooperative via e-mail at:

Name: Lauren Verduzco, Procurement Manager
Address: 1321 E. Poplar
Deming, NM 88030
Telephone: 575-546-5951
Email: purchasing@swreconm.org

no later than **February 16, 2024**, by **4:30 pm** Mountain Standard Time/Daylight Time and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past? COMMENTS:

2. How would you rate this firm's knowledge and expertise?
_____(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
_____(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

-
4. How would you rate the vendor's flexibility and ability to customize services to meet diverse cultural and linguistic needs of students?
____(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not Applicable)

COMMENTS:

5. What is your level of satisfaction with the impact of tutoring on student learning as delivered by the vendor?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. How would you rate the dynamics/interaction between the vendor and your staff?
____(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

7. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors, or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

8. How satisfied are you with the service developed and delivered by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable; N/A = Not
Applicable)
COMMENTS:

9. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

10. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

11. Would you recommend this vendor's services to your organization again?
COMMENTS:

APPENDIX E – Resident Veterans Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978 §13-1-21 or §13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitute a material representation by the business that is subject to protest and may result in denial of an award or non- award of the procurement involved if the statements are proven to be incorrect.

APPENDIX F – Conflict of Interest Form

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to The Agency in response to the above referenced request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or Coordinating Council member of the Agency or New Mexico Public Education Department (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Agency employee, council member or close relative, with the exception of the person(s) identified below.

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

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

CERTIFICATION

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

Signature of Offeror: _____

Date: _____

APPENDIX G – Suspension Status Form

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

CERTIFICATION

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

Signature of Offeror: _____

Date: _____

APPENDIX H – Agency Certification Form

New Mexico General Services Department State Purchasing Division

AGENCY CERTIFICATION FORM

New Mexico Public Education Department hereby certifies the following in regard to the attached contractual agreement between the Agency and _____.

Name of Contractor

1. The contractor **IS or IS NOT** (circle one answer) a former state employee. (See note below)
2. This contractor **IS or IS NOT** (circle one answer) a current state employee, legislator, or the family member of a current state employee or legislator, or a business in which a current state employee or legislator or family member of the current state employee or legislator has an interest in greater than 20%.

*Note: A former employee requires a Former Employee Affidavit (found on the ERB website), PERA letter if contractor retired from State of New Mexico and an AG's letter if contractor separated/retired within the last five years to the date of the signed contract. No contract may be awarded to a current state employee or legislator, or to a family member of a current state employee or legislator, or to a business in which any of these persons has an interest greater than 20% unless such contract is awarded pursuant to the Procurement Code, expect such persons or businesses cannot be awarded a contract through sole source or small purchase. (See Section 10-16-1 through 10-16-18 NMSA 1978 for further information.)

3. The contractor is a **FOR PROFIT VENDOR or is a NOT FOR PROFIT VENDOR** (circle one answer)
4. This PSA does comply with the Governor's Guidelines for Contract Review and Re-Evaluation and is an essential contract for the Agency.

**I certify that the information in paragraphs 1-3 is true.

Signature of Agency Representative
(Must be a DFA authorized signature)

Date

Signature of Contractor

APPENDIX I – Draft Contract

Professional Services Contract #202X-XXX

This Contractual Agreement (**hereafter Contract**) is made by and between the Southwest Regional Education Cooperative (**hereafter SWREC**) and _____ (**hereafter Contractor**). The SWREC and Contractor may be referred to jointly in this Contract as “**Parties.**” The Parties agree as follows:

1. Scope of the Work.

Contractor shall be assigned to SWREC customer New Mexico Public Education Department – Curriculum and Instruction Division (hereafter Customer), under Intergovernmental Agreement numbered #2X-924-XXXX and shall perform services as detailed in **Exhibit A**.

2. Price:

Contractor shall be compensated based off the details outlined in **Exhibit B** and invoicing shall not exceed _____ including gross receipts tax.

This is the maximum amount that will be paid under this contract. This amount is not guaranteed unless the contractor fulfills requirements in **Exhibit A** and submits invoices according to **Exhibit C** and after invoices are approved by the New Mexico Public Education Department – Curriculum and Instruction Division. The total price **includes time and effort, the cost for any travel, and any additional expenses associated with the completion of the scope of work** as outlined in **Exhibit A**. Documentation of services performed will be maintained by the Contractor and submitted with invoice for payment according to instructions per **#4. Payment**.

3. Expenses.

All expenses are inclusive in the price, Paragraph 2.

4. Payment.

Payment for services rendered in connection with such services will be rendered to the Contractor **within 30 days** after receipt by the SWREC of a detailed signed statement of account or invoice that must be submitted according to the **Schedule of Invoicing in Exhibit C** including the description of the type of activity and amount, and any other required documentation the Customer may need to the SWREC accounts payable department at the email address of accountspayable@swrecnm.org Nothing contained in this Agreement shall require SWREC to pay for any unsatisfactory work, as determined by SWREC, or for work that is not in compliance with the terms of this Agreement. In no event shall the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. Terms.

The work to be completed under this Contract shall begin <DATE> and must be completed on or before <DATE>, unless terminated in accordance with Paragraph 6 of this Contract.

6. Termination. This Contract may be terminated for any reason by either Party upon written notice to the other party at least 30 days prior to the effective date of termination. By such termination, neither party may nullify, nor effect obligations previously incurred for performance or failure to perform prior to the date of termination.

7. Assignment.

Contractor shall not assign or subcontract any portion of the services to be provided in this contract without prior written approval of the Executive Director.

8. Appropriations.

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the appropriate state and federal authorities for the performance of this Contract. If sufficient appropriations are not made, this Contract shall terminate upon written notice by SWREC to Contractor. SWREC's notification related to sufficient appropriations shall be accepted by Contractor and shall be final.

9. Confidentiality.

The Contractor shall maintain the confidentiality of any "education record" as defined by and in accordance with the regulations under the Family Educational Rights and Privacy Act (FERPA). Contractor acknowledges that any unauthorized disclosure of confidential student information is a violation of FERPA and the implementing federal regulations found at Title 34, Code of Federal Regulations, Part 99. Contractor agrees to indemnify and hold SWREC harmless from any damages, claims, liabilities, and costs, including reasonable attorney's fees, in the event any unauthorized release of such information occurs.

Contractor understands that information it provides to SWREC may be subject to disclosure under the New Mexico Inspection of Public Records Act, Section 14-2-1 et. seq., NMSA 1978, as amended.

10. Product of Services.

The Contractor acknowledges the right of the U. S. Department of Education to have a royalty-free, non-exclusive, irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for federal government purposes. The Contractor acknowledges the right of the state Department of Education, school councils as defined by New Mexico statutes, and institutions enumerated in the New Mexico statutes, to have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for the respective purposes. The Contractor shall have the right to copyright materials developed only in the course of carrying out duties pursuant to this Contract.

11. Amendment.

This Contract shall not be altered, changed, or amended except by written agreement executed by the Parties.

12. Compliance with Law and Regulation.

This contract is governed by the laws and regulations of the state of New Mexico. The Contractor shall have no conflict of interest and comply with the Governmental Conduct Act. The Contractor shall abide by all federal and state laws, rules, regulations, executive orders, including but not limited to those requirements related to the laws and regulations that prohibit unlawful discrimination and equal employment opportunity under federal and state law. Contractor shall provide workers compensation benefits to its employees.

Any disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Courts of Luna County, New Mexico.

13. Records and Audits.

The Contractor shall maintain detailed time records that indicate date, time, and nature of services rendered for seven years. Such records are subject to inspection or audit by the SWREC, the Public Education Department, U.S. Department of Education, Department of Finance and Administration, and Office of the State Auditor.

14. Entire Agreement.

This Contract is the final and complete expression of the Parties. No promises, representations or oral

statements by either party shall be effective except as stated in this Contract. Modifications may be made only in writing if signed by both Parties.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable.

15. Working Relationship.

Contractor acknowledges that the Contractor is an independent contractor and not employee for any purpose of the SWREC.

16. Lobbying Certification.

The CONTRACTOR, by signing below, certifies to the best of his/her knowledge and belief, that: No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

17. Contractor Assurance.

As a contractor, I assure that I possess the necessary credentials to qualify for payment of State Funds that flow from the contract with SWREC. I assure I possess a valid certificate or license authorizing myself as the contractor to teach, administer or perform if the certification or licensure is required under NMSA 1978 Section 22 Article 10A.

18. Indemnification.

The Contractor agrees that Contractor shall be responsible for claims and damages arising from the performance of this Agreement, caused by negligent or intentional act(s) or failure to act(s) by the Contractor or its agents, officers, employees, or subcontractors, resulting in injury or damage to persons or property during the time when services are being performed pursuant to this Agreement.

Any liability incurred by SWREC in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq., NMSA 1978, as amended. SWREC and its "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement shall modify or waive any provision of the New Mexico Tort Claims Act.

The Parties agree to the terms as stated in the Contract and execute this Contract as of the date stated below:

Printed Name of Contractor

By: _____

Signature of Contractor or Authorized
Signer for Organization

Date

Approved:

Southwest Regional Education Cooperative

By: _____

Executive Director, Valerie Brea

Date

Exhibit A

Scope of Work

The Contractor shall perform the following work. The Contractor shall:

- A. Deliver high impact tutoring consisting of a minimum of two tutoring sessions per week for up to thirty-six weeks. Per student service provision hours shall not be less than 90 minutes of instruction per week for the 2023-2024 academic year. Tutoring session length may vary to best meet the learning needs of students. For example, elementary students may benefit from shorter but more frequent sessions (i.e., 30 minutes, five times per week);
- B. Ensure that designated school sites have no less than ninety minutes of weekly intervention time embedded in the regular school day. Students attending school-day embedded interventions shall not be pulled from special or elective courses;
- C. Appropriately tailor sessions for elementary students who benefit from shorter but more frequent sessions, such as thirty-minute sessions five times per week;
- D. Ensure that student groups do not exceed four students per tutor in any session;
- E. Assess student skill levels and group students based on comparable skill levels, learning goals, and the Multi-Layered System of Supports (MLSS);
- F. Effectively utilize the MLSS to identify Layer 2 and Layer 3 students that are most likely to benefit from small-group interventions such as tutoring;
- G. Align the school's high impact tutoring plan to their Annual MLSS Self-Assessment, NM School DASH (90 Day), and required school improvement plan;
- H. Ensure to the greatest extent possible that each student receives tutoring from the same tutor throughout the duration of the program and term of the agreement;
- I. Utilize high-quality instructional materials and curricula for tutoring and the alignment of curricula and materials to New Mexico State Standards;
- J. Ensure the alignment to the school's adopted high-quality instructional materials, instructional scope, and sequence of standards.
- K. Utilize only tutors with training and expertise in the provision of high impact tutoring interventions, with relevant licensing and capabilities to provide responsive support to students of diverse cultural and linguistic backgrounds.
- L. Provide consistent and effective observation and a feedback cycle to improve tutor efficacy, including use of surveys where appropriate;

-
- M. Provide the PED and designated school leadership a detailed data tracking and monitoring system to track student learning progress, which shall include assessment data and how that data is used to drive program improvement and management decisions with tutors and students;
- N. Ensure tutoring services leverage ongoing, balanced formative and summative (BOY, MOY, EOY) assessments that allow tutors to effectively tailor instruction. Offeror's must report the results of these assessments to participating schools and the PED without any undue burden or delay;
- O. Ensure implementation of a school-student referral system for schools to refer students, and for students in need of academic support to receive tutoring services, which may include, but should not be limited to communications with schools, parent, teachers, engagement, counselor and/or advisor engagement;
- P. Execute data sharing agreements with the PED, districts, and schools;
- Q. Effectively communicate with school personnel to ensure student referrals are organized in a way that does not create any undue administrative burden on school systems and personnel. Ensure that referred students represent the lowest performing (15%) of students;
- R. Consistently communicate with parents to ensure attendance of students, which shall include, but not be limited to, weekly phone calls to parents, home visits, and coordination with school partners and out of school time partners to provide support and attendance assistance;
- S. Ensure that tutoring lessons are aligned to kindergarten-8th grade New Mexico adopted academic standards in mathematics and English language arts;
- T. Ensure progress assessments occur every two weeks and that this data is provided to the district, school, and PED within five business days;
- U. Require a federal background check for all tutors ensuring safety of student participants. Offeror's must have a system to archive background checks and provide background check results to the PED within five business after requested;
- V. Ensure communication between students and tutors is appropriately limited and thoroughly monitored;
- W. Provide a system for tutors and teachers to report concerns regarding student safety and health;
- X. Provide a system for teacher-to-tutor communication that allows teachers to appraise tutors of what is being covered in core instruction;
- Y. Provide high impact tutoring services in language(s) besides English to allow English Language Learners the ability to maximize benefits from tutoring;
- Z. Provide successful execution of student enrollment strategy implementation, including outreach and communication tactics, school referral activation and timely processing, and diversification of messaging responsive to New Mexico's diverse communities; and
- AA. Develop an assessment of performance that is acceptable to the agency that adequately measures the success of the tutoring services provided by vendor, and which may be denied for approval by the agency at the discretion of the agency.

Exhibit B Compensation

A. Price per student for the 2023-2024 academic year as it pertains to the base payment for 90 minutes of instruction per student per week will only be paid monthly after services rendered are confirmed by the participating school. Such base payments will only be paid for services acceptable to the department. Base payment for tutoring services shall be in adherence to the requirements in the scope of work. Payment shall be made only for services acceptable to the Department. Tutoring services must be in accordance with the description specified in the scope of work as it pertains to the quality and expectations of the tutoring services.

Exhibit C
Schedule of Invoicing

Performance Period	Invoice Submission Date
March 2024.....	April 1, 2024
April 2024.....	May 1, 2024
May 2024.....	June 1, 2024
June 2024.....	June 24, 2024

FINAL INVOICES FOR THE 23.24 FISCAL YEAR MUST BE SUBMITTED
NO LATER THAN 06/24/2024

Failure to adhere to the payment schedule listed above without prior written approval may result in non-payment.

Please submit all invoices to the accounts payable email at: accountspayable@swreconm.org