

STATE OF NEW MEXICO

New Mexico Public Education Department
Assessment and Accountability Division

New Mexico Workforce Readiness Assessment RFP



REQUEST FOR PROPOSALS RFP 09-0005

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Secretary of Education

**300 Don Gaspar, Room 124
Santa Fe, New Mexico 87501**

Issue Date: 4/16/2009

New Mexico Public Education Department

Assessment and Accountability Division

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico's Public Education Department is requesting proposals for the statewide administration of a workforce readiness assessment in grade 11.

The purpose of this Request for Proposals (RFP) is to select a qualified offeror to administer, score, and report student performance on a workforce readiness assessment that is aligned with state content standards and benchmarks in career and technical education. The workforce readiness assessment will be administered to grade 11 students in New Mexico district schools, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools who choose to take it.

B. VISION

Statute §22-2C-4.1, (A), NMSA 1978 establishes the requirements for a statewide college and workforce readiness system that includes the following three assessments for students in grade 11: (a) a college placement assessment; (b) a workforce readiness assessment; or (c) an alternative demonstration of competency using standards-based indicators. Grade 11 students will chose to take one or more of the assessments. The PED estimates that 10,000 grade 11 students will take the workforce readiness assessment annually. The workforce readiness assessment will be administered during the fall semester of school years 2009/2010, 2010/2011, 2011/2012, and 2012/2013 in the high schools. The costs of administering, scoring, and reporting the assessment will be paid by the school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools.

C. SUMMARY SCOPE OF WORK

The scope of work shall consist of the:

- Implementation of a workforce readiness assessment that is aligned with New Mexico content standards and benchmarks in career and technical education;
- Statewide administration of the assessment in New Mexico high schools to students in grade 11 in the fall semester of school years 2009/2010, 2010/2011, 2011/2012, and 2012/2013;
- Reporting of individual results to students and parents in English and Spanish, reporting of summary results disaggregated at the school, school district, and state levels by race/ethnicity subgroup;
- Production of data files containing individual student test scores for the school districts and the PED.
- Adoption of the State Student ID Number as an identifier used for reporting student assessment results and producing test data files.

D. SCOPE OF PROCUREMENT

The scope of procurement shall encompass the defined Scope of Work that is detailed in Attachment 1 of this RFP. The Contact is scheduled to begin on July 31, 2009, or the date upon receipt of all required State approvals, whichever is later for a term of four years. The contract may not be

extended under any circumstances to exceed a total of four (4) years in duration. This procurement will result in a single source award.

E. PROCUREMENT MANAGER

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

Dr. Tom Dauphinee
Deputy Director
Assessment and Accountability Division
300 Don Gaspar Ave., Room 124
Santa Fe, New Mexico 87501-2786
Office: (505) 827-6528
Fax (505) 827-6689
tom.dauphinee@state.nm.us

All deliveries via express carrier should be addressed as follows:

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

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

F. DEFINITION OF TERMINOLOGY

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

“Agency” means the New Mexico Public Education Department, Assessment and Accountability Division.

“Close of Business” means 5:00 PM Mountain Time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Priority Standard” means a content standard or composite of content standards that is preeminent for the purpose of assessment.

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

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

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

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

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

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

“Solicitations” means ITBs and RFPs.

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

“State Educational Institutions” means New Mexico’s School for the Deaf, School for the Visually impaired, and Juvenile Justice Schools that are State funded, but are not members of a public school district.

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

G. PROCUREMENT LIBRARY

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

1. New Mexico State Purchasing Division includes links to Procurement Regulations and Request for Proposal – RFP instructions: <http://www.generalservices.state.nm.us/spd/>
2. New Mexico Content Standards, Benchmarks, and Performance Standards in Career and Technical Education:
<http://www.ped.state.nm.us/CTWEB/dl09/ACADEMIC%20FOUNDATIONS%206-25-08.pdf>

3. Making Schools Work: Preparing New Mexico's Future, P-20, 2007 Annual Report: <http://www.ped.state.nm.us/press/2008/february/2007AnnualReport.pdf>
4. Administrative Rules on New Mexico High School Readiness System for Career and College: <http://www.nmcpr.state.nm.us/nmac/parts/title06/06.019.0007.htm>
5. Redesign of the New Mexico High School System: An Update Summarizing 2007 and 2008 Legislative Changes to Statute: <http://www.ped.state.nm.us/HighSchoolRedesign/dl09/NMPED-HS%20Redesign%20Comparison.pdf>
6. New Mexico School Fact Sheets – Statistics on student attendance, dropout, enrollment, free/reduced lunch, graduation rates, New Mexico High School Competency Exam results, Standards Based Assessment Results, and Poverty by year at the state, district, and school levels; adequate yearly progress, schools in need of improvement, and school district information: <http://www.ped.state.nm.us/IT/schoolFactSheets.html>

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Agency	4/16/2009
2.	Pre-Proposal Conference	Agency Potential Offerors	4/24/2009
3.	Distribution List Response	Potential Offerors	4/24/2009
4.	Deadline To Submit Additional Questions	Potential Offerors	5/01/2009
5.	Response to Written Questions/RFP Amendments	Agency	5/07/2009
6.	Submission of Proposal	Offerors	6/03/2009
7.	Proposal Evaluation	Evaluation Committee	6/4/2009 to 6/11/2009
8.	Selection of Finalists	Evaluation Committee	6/12/2009
9.	Best and Final Offers from Finalists	Offerors	6/23/2009
10.	Oral Presentation and/or Product Demonstrations by Finalists	Offerors	6/29/2009
11.	Finalize Contract	Agency Offeror	7/10/2009
12.	Contract Award	Agency	7/31/2009
13.	Protest Deadline	Offerors	15 Days after the Contract Award (8/17/2009)

B. EXPLANATION OF EVENTS

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

1. **Issue of RFP**

This RFP is being issued by the Agency.

Additional copies of the RFP can be obtained from the Agency web site at www.ped.state.nm.us.

2. Pre-Proposal Conference

April 24th. 2009 - 1:30PM-3:00PM

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

3. Distribution List Response

Potential offerors should hand deliver or return by facsimile or by registered or certified mail the “Acknowledgement of Receipt of Request for Proposals Form” that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. This form should be signed by an authorized representative of the organization, dated, and returned by close of business on 4/24/2009 to the procurement manager.

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

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

4. Deadline to Submit Additional Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business of 5/01/2009. All written questions must be addressed to the Procurement Manager (see Section I, Paragraph E).

5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on 5/07/2009, to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror’s representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror’s organization name shall be deleted from the procurement distribution list.

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

6. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN TIME ON 6/03/2009. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the Request for Proposals. Proposals submitted by facsimile will not be accepted.

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

7. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. The evaluation process will take place from 6/05/2009 through 6/11/2009. During this time, the Procurement Manager may, at his option, initiate discussion with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist offerors on **6/12/2009**. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations/demonstrations will be determined at this time.

9. Best and Final Offers From Finalists

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by 6/23/2009 NO LATER THAN 3:00 PM MOUNTAIN TIME. Best and final offers may be clarified and amended at the finalist offeror's oral presentation/demonstration.

10. Oral Presentation/Demonstration by Finalists

Finalist offerors will be required to present their proposals and respond to Evaluation Committee questions on 6/29/2009. The Agency reserves the right to extend the time at its sole discretion. All oral presentations will be held in Santa Fe, New Mexico. Finalist offerors will be limited to duration of presentation of not more than 90 minutes.

11. Finalize Contract

The contract will be finalized with the most advantageous offeror by 7/10/2009. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process or to cancel the award.

12. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management, and the signed contract, the State Purchasing Agent will award the contract on 7/31/2009. This date is subject to change at the discretion of the State Purchasing Agent.

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

13. Protest Deadline

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

Dr. Veronica C. García
New Mexico Public Education Department
300 Don Gaspar – Rm. 109
Santa Fe, NM 87501

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

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

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

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

3. Prime Contractor Responsibility

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

4. Subcontractors

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

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

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

9. No Obligation

The procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities (including the DoIT, State Purchasing Division, DFA/CRB and Federal authorities).

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

The Agency requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix B, "Agreement Terms and

Conditions.” However, the Agency reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror’s proposal will be incorporated into and become part of the contract.

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

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

16. Offeror’s Terms and Conditions

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

17. Contract Deviations

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the Agency and the selected offeror and shall not be deemed an opportunity to amend the offeror’s proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice

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

22. Agency Rights

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

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors, offerors, and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall be available to be picked up by the offerors after the expiration of the protest period with the following exception. Two complete copies of all proposals including the Best and Final Offer, if one was submitted, shall be placed into the procurement file. Those documents will become the property of the Agency and the State of New Mexico.

25. Confidentiality

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

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

26. Electronic Mail Address Required

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

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the SPA, the version maintained by the SPA shall govern.

28. New Mexico Employees Health Coverage

1. For all contracts solicited and awarded on or after January 1, 2008: If the offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of

at least 20 hours per week over a six (6) month period during the term of the contract, offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenwnewmexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original hardcopy with one original PDF copy on CD and seven (7) identical copies of their proposal (Binder 1), one (1) original and seven (7) identical copies of the cost proposal (Binder 2), and (1) original and seven (7) identical copies of supporting technical documentation (Binder 3) to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

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

1. Proposal Organization

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

Binder #1

- a) Letter of transmittal
- b) Table of contents
- c) Summary of proposed services
- d) Response to mandatory specifications

Binder #2

- e) Response to Agency Terms and Conditions
- f) Offeror's Additional Terms and Conditions
- g) Budget Proposal Form

Binder #3 (Optional)

- h) Other Supporting Material

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

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

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

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

IV. SPECIFICATIONS

MANDATORY SPECIFICATIONS

List of Mandatory Requirements		
<u>WORKFORCE READINESS ASSESSMENT</u> <u>RFP:</u>	YES	NO
A. Mandatory Technical Requirements		
1) Offeror must propose the implementation of a New Mexico Workforce Readiness Assessment that is aligned with New Mexico content standards and benchmarks in career and technical education.		
2) Offeror must propose a New Mexico Workforce Readiness Assessment that will be administered statewide to grade 11 students in school districts, charter schools, State Educational Institutions, and U.S. Bureau of Indian Education schools (if BIE schools participate in the New Mexico Workforce Readiness Assessment).		
3) Offeror must propose the administration of the New Mexico Workforce Readiness Assessment to all grade 11 students who choose to take the test.		
4) Offeror must propose the administration of the New Mexico Workforce Readiness Assessment in the fall semester of school years 2009/2010, 2010/2011, 2011/2012, and 2012/2013.		
5) Offeror must propose procedures for certifying New Mexico high schools as authorized administration centers for the New Mexico Workforce Readiness Assessment.		
6) Offeror must propose the implementation of reasonable accommodations for the assessment of students with disabilities and English language learners.		
7) Offeror must propose the collection of the New Mexico State Student ID Number as an identifier used for reporting student assessment results and producing test data files.		
8) Offerors must propose the production and distribution of New Mexico Workforce Readiness Assessment reports, including a Student Report for Parents, Student Roster Report, District Summary Roster Report, State Summary Roster Report, Interpretive Guide to Reports for Schools and Districts, and Interpretive Guide to the Student Report for Parents.		
9) Offerors must propose the production and distribution of New Mexico Workforce Readiness Assessment data files, including a Student Test Data File and an Excel Formatted Student Test Data File.		

<u>WORKFORCE READINESS ASSESSMENT</u>	YES	NO
<u>RFP:</u>		
B. Mandatory Business Requirements		
A) Offeror must provide a timeline of tasks and activities regarding the implementation of the New Mexico Workforce Readiness Assessment.		
B) Offeror must complete the Cost Response Form. Costs must include all charges including but not limited to billing fees, regulatory fees, pass through, surcharges, line item charges, travel, per diem, fringe benefits, overhead costs, and New Mexico gross receipts tax. The Offeror must disclose all charges and state whether such charges are mandated by law/regulation or allowed by law/regulation.		
C) Offeror must provide samples of assessment materials and score reports.		
D) Offeror must describe any potential barriers in implementing the New Mexico Workforce Readiness Assessment and explain strategies for overcoming them.		
E) Offeror's proposal must accept penalties for production errors and delivery delays that are the result of Contractor failures.		
F) Offeror's proposal must agree to deliver the New Mexico Workforce Readiness Assessment Student Test Data to the school districts, schools, and the Agency using a secure digital information transfer protocol		
G) Offeror's proposal must agree to adhere to New Mexico Workforce Readiness Assessment pricing levels established by the Contract adjusting cost using the Consumer Price Index, but not exceeding annual increases of 3 percent, for any deliverables procured for the Agency, school district, charter school, State Educational Institutions, and U.S. Bureau of Indian Education schools through an amendment of the Contract.		
H) Offeror's proposal must agree to invoice the school districts, charter schools, State Educational Institutions, and U.S. Bureau of Indian Education schools for deliverables provided under this Scope of Work.		

1. Corporate Experience

Offerors must submit a statement of relevant corporate experience within the last five (5) years, including the experience of major subcontractors. The narrative in response to this factor must thoroughly describe the offeror's experience in implementing large scale college placement tests.

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

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

2. Corporate References

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

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

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

3. Financial and Corporate Stability of Offeror

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

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

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

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

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

4. Offeror Staff Experience

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

In this section of the Proposal, the Offeror must define its proposed core team. Offerors must submit a staff organization chart and the resumes of all core proposed staff with the proposal. The organization chart must include the title, name and experience category for each proposed individual with an accompanying narrative that describes the individual's proposed job duties. Resumes with experience narratives attached thereto should thoroughly document the proposed staff member's knowledge and experience relative to the job duties to be performed, as well as the level of knowledge and experience, as appropriate. All relevant experiences described must clearly identify dates of the proposed team member's participation on the project. The most recent relevant experience for proposed staff members should be within the last two years of the date of this RFP.

5. Offeror Staff References

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

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

6. Cost Proposal

The Offeror's proposal must provide a detailed report of costs for the New Mexico College Readiness Assessment, as specified in the Cost Response Form (Appendix D). The Mandatory Requirements and the detailed Scope of Work (Appendix C) represent the deliverables required by the PED and the School Districts. Total costs must correspond to specifications in the Scope of Work. Offerors must provide costs for each of the major deliverables specified in the Cost Response Form. Under the Contract, the school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools shall compensate the Contractor for the cost of all deliverables specified in the Scope of Work, including assessment implementation and administration; scoring and production and distribution of assessment reports; and production and distribution of student test data files. The Offeror must also provide two types of costs to be paid by the school districts and schools: the cost per student per test administered and the estimated statewide cost to the school districts and schools based on the number of grade 11 students estimated in the Scope of Work.

7. Oral Presentation

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

8. New Mexico Employees Health Coverage Form

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

V. EVALUATION

A. EVALUATION POINT TABLE/SUMMARY

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

NEW MEXICO WORKFORCE READINESS ASSESSMENT POINT TABLE/SUMMARY

OFFEROR: _____	TOTAL Possible	ACTUAL Score	TOTAL Score
Date: ____/____/____			
PROJECT PLAN PREPARATION (50 Points)			
Plan Quality	30		
Thoroughness	20		
TOTAL: PROJECT PREPARATION	50		
METHODOLOGY (360 Points)			
College Readiness Assessment Implementation	360		
TOTAL: METHODOLOGY	360		
CORPORATE EXPERIENCE (100 Points)			
(Note: This applies to the contractor and all sub-contractors)			
TOTAL: CORPORATE EXPERIENCE	100		
KEY PERSONNEL EXPERIENCE (80 Points)			
(Note: This applies to contractor and all sub-contractors)			
TOTAL: KEY PERSONNEL EXPERIENCE	80		
CORPORATE REFERENCES (20 Points)			
(Note: Three corporate references for similar work are needed for contractor/sub-contractor)			
TOTAL: CORPORATE REFERENCES	20		
KEY PERSONNEL REFERENCES (20 Points)			
(Note: Three references for each key personnel performing similar work are needed)			
TOTAL: KEY PERSONNEL REFERENCES	20		
PRESENTATION (50 Points)			
TOTAL: PRESENTATION	50		
COST (320 Points)			
Total Costs of Lowest Responsive Offer			
-----X 320 = Cost Points			
Total Costs of this Offer			
TOTAL: COST	320		
GRAND TOTAL	1,000		

B. EVALUATION FACTORS

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

EVALUATION SUBFACTORS

1. Project Plan Preparation (50 points)

1.1. Plan Quality (30 points)

- 1.1.1. How well does the project plan conform to specified RFP format requirements? (5 points)
- 1.1.2. Is the project plan well organized? (5 points)
- 1.1.3. How well does the plan use a variety of techniques such as narrative, tables, graphics, and charts to effectively communicate? (5 points)
- 1.1.4. Is the project plan error free? (5 points)
- 1.1.5. Is the project plan user friendly by using non-technical language, providing concise summaries, and providing tools to quickly locate information? (5 points)
- 1.1.6. Does the project plan have professional appearance? (5 points)

1.2. Thoroughness (20 points)

- 1.2.1. Is the project plan rigorous, comprehensive, and complete in satisfying the project's requirements?
 - 1.2.1.1. How well does the plan appear to use Contractor and Agency resources effectively? (10 points)
 - 1.2.1.2. How well does the plan describe project timelines? (10 points)

2. Methodology (360 points)

2.1. New Mexico Workforce Readiness Assessment Implementation

- 2.1.1. Is the description of implementation activities detailed and comprehensive?
 - 2.1.1.1. How well does the plan describe procedures used to align the New Mexico Workforce Readiness Assessment with New Mexico content standards and benchmarks in career and technical education? (95 points)
 - 2.1.1.2. How well does the plan describe a statewide administration to grade 11 students in school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools? (45 points)

- 2.1.1.3. How well does the plan describe the implementation of reasonable accommodations for the assessment of students with disabilities and English Language Learners (45 points)
- 2.1.1.4. How well does the plan describe procedures for certifying high schools as authorized administration centers for the administration of the New Mexico Workforce Readiness Assessment? (45 points)
- 2.1.1.5. How well does the plan describe the collection of the New Mexico State Student ID Number as an identifier used for reporting student assessment results and producing test data files? (20 points)
- 2.1.1.6. How well does the plan describe the production and distribution of New Mexico Workforce Readiness Assessment reports? (45 points)
- 2.1.1.7. How well does the plan describe the production and distribution of New Mexico Workforce Readiness Assessment data files? (45 points)
- 2.1.1.8. How well does the plan describe procedures for invoicing the school districts and Schools for New Mexico Workforce Readiness Assessment deliverables? (20 points)

3.1. Corporate Experience (100 points)

- 3.1.1. How well does the offeror document the organization's experience with implementation of large scale workforce readiness assessments in similar contracts? (25 points)
- 3.1.2. How well does the offeror document the organization's experience with implementation of workforce readiness assessments? (25 points)
- 3.1.3. How well does the offeror demonstrate the ability to produce quality assessment deliverables by providing product samples? (25 points)
- 3.1.4. How well does the offeror demonstrate sufficient financial stability to execute the assessment project? (25 points)

4.1. Key Personnel (80 points)

- 4.1.1. How well does the offeror document the experience of the proposed project manager? (40 points)
- 4.1.2. How well does the offeror demonstrate commitment of sufficient full time management and staff resources to meet project requirements? (40 points)

5.1. Corporate References (20 points)

6.1. Key Personnel References (20 points)

7.1. Presentation (50 points)

7.1.1. How well did the presentation demonstrate a comprehensive understanding of the project's requirements? (10 points)

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

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

7.1.4. Did the presentation describe implementation activities across the four year duration of the contract? (10 points)

7.1.5. Was the offeror responsive to the evaluation committee's questions? (10 points)

8.1. Cost (320 points)

C. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section B-8.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offeror's with the highest scores will be selected as finalist offeror's based upon the proposals submitted. Finalist offeror's who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

REQUEST FOR PROPOSALS ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

**REQUEST FOR PROPOSALS
ACKNOWLEDGEMENT OF RECEIPT FORM**

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on 4/24/2009. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ **PHONE NO.:** _____

E-MAIL: _____ **FAX NO.:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

SIGNATURE: _____ **DATE:** _____

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

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

Dr. Tom Dauphinee
Deputy Director
Assessment and Accountability Division
300 Don Gaspar Ave., Room 124
Santa Fe, New Mexico 87501-2786
Office: (505) 827-6528
Fax (505) 827-6689
tom.dauphinee@state.nm.us

APPENDIX B

AGREEMENT TERMS AND CONDITIONS

STATE OF NEW MEXICO

NAME OF AGENCY

PROFESSIONAL SERVICES CONTRACT # _____

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

B. Services will be performed (AT)(WITHIN)(LOCATION)

C. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

1.

2.

(or reference an Attachment 1, see below)

2. Compensation.

A. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.**

B. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT) (as set forth in Paragraph A) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

CHOICE – MULTI-YEAR – The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$_____) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this

Agreement in FYXX totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on **DATE** unless terminated pursuant to paragraph 4, infra, or paragraph 5. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

B. Termination Management. Immediately upon receipt by either the Agency or the

Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination

date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

(1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place;

or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

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

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); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency: [insert name, address and email].

To the Contractor: [insert name, address and email].

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

By: _____
Veronica C. Garcia Ed.D.

Date: _____

Secretary of Education

By: _____
Contractor

Date: _____

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

ID Number: **00-000000-00-0**

By: _____
Taxation and Revenue Department

Date: _____

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

By: _____
DFA Contracts Review Bureau

Date: _____

Appendix C

WRA RFP PROJECT SCOPE OF WORK

SCOPE OF WORK

- 1)** The Contractor shall provide all materials and services necessary for the implementation, administration, scoring, and reporting of the New Mexico Workforce Readiness Assessment in school years 2009-2010, 2010-2011, 2011-2012, and 2012-2013.
 - a) Implementation of the New Mexico Workforce Readiness Assessment. The Contractor shall implement a New Mexico Workforce Readiness Assessment that is aligned with New Mexico content standards and benchmarks in career and technical education.
 - b) Administration of the New Mexico Workforce Readiness Assessment. The New Mexico Workforce Readiness Assessment will be administered statewide to grade 11 students in school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools (if BIE schools participate in the New Mexico Workforce Readiness Assessment). The assessment shall be administered to students who choose to take the test. The assessment shall be administered in the fall semester of school years 2009/2010, 2010/2011, 2011/2012, and 2012/2013. The Contractor shall certify New Mexico high schools as authorized administration centers for the New Mexico Workforce Readiness Assessment. The Contractor shall provide reasonable accommodations for the assessment of students with disabilities and English language learners.
 - c) Adoption of State Student ID Number. The contractor shall collect the New Mexico State Student ID Number as an identifier used for reporting student assessment results and producing test data files.
 - d) Reporting of the New Mexico Workforce Readiness Assessment. The Contractor shall produce the following services and materials associated with reporting and distributing results of the New Mexico Workforce Readiness Assessment:
 - (1)** Student Report for Parents: The Contractor shall report individual student results such as content area scores with accompanying information to interpret the meaning of the student's performance. The content of the Student Report for Parents shall be determined through consultation between the Contractor and the Agency. The Student Report for Parents shall be produced in English or Spanish based on the student's request recorded at the time of test administration. The Contractor shall provide one copy of the Student Report for Parents in hard copy format to each student who has taken the test. The Contractor shall provide the report in hardcopy format and in PDF format on CD. The Contractor shall deliver two hard copies and one PDF copy of the Student Report for Parents for each student to school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools. The Contractor shall deliver the New Mexico Workforce Readiness Assessment Student Test Data to the Agency using a secure digital information transfer protocol no later than 45 calendar days after the close of the test administration window.
 - (2)** Student Roster Report: The Contractor shall report New Mexico Workforce Readiness Assessment results in the form of an alphabetized list of all students tested in a school to school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools. The Student Roster Report shall include such information as each student's content area scores; student identifying information such as Student Last Name,

Student First Name, Student Middle Initial, State Student ID Number, Date of Birth, Gender, and Ethnicity. The Contractor shall prominently label each page of the report with the literal, "CONFIDENTIAL INFORMATION FOR USE ONLY BY AUTHORIZED SCHOOL PERSONNEL." The format and content of the Student Roster Report shall be determined through consultation between the Agency and the Contractor. The Contractor shall provide the report in hardcopy format and in PDF format on CD. The Contractor shall deliver two hard copies and one PDF copy of the Student Roster Report to school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools. The Contractor shall deliver one PDF copy of the Student Roster Report on the U.S. Bureau of Indian Education schools on CD to the U.S. Bureau of Indian Education office in New Mexico. The Contractor and Agency shall determine the date of delivery of the Student Roster Report for each year that this Agreement is in effect. The Contractor shall deliver the Student Roster no later than 45 calendar days after the close of the test administration window.

(3) District Summary Roster Report. The Contractor shall report aggregate school New Mexico Workforce Readiness Assessment results in the form of an alphabetized list of all schools in a district. The District Summary Roster Report shall include information such as average content area scores, number of students tested, and number and percent of students scoring at and above a specified benchmark by gender and race/ethnicity subgroup at the school and district level; multi year trend using available data for average content area scores, number of students tested, and number and percent of students scoring at and above a specified benchmark by gender and race/ethnicity subgroup at the school and district level. The format and content of the District Summary Roster Report shall be determined through consultation between the Agency and the Contractor. The Contractor shall provide the report in hardcopy format and in PDF format on CD. The Contractor shall deliver two hard copies and one PDF copy of the District Summary Roster Report to school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools. The Contractor shall deliver one PDF copy of every District Summary Roster Report on CD to the Agency. The Contractor shall deliver one PDF copy of the District Summary Roster Report on the U.S. Bureau of Indian Education schools on CD to the U.S. Bureau of Indian Education office in New Mexico. The Contractor and Agency shall determine the date of delivery of the District Summary Roster Report for each year that this Agreement is in effect. The Contractor shall deliver the District Summary Roster no later than 45 calendar days after the close of the test administration window.

(4) State Summary Roster Report. The Contractor shall report aggregate school district New Mexico Workforce Readiness Assessment results in the form of an alphabetized list of all school districts in the state. The State Summary Roster Report shall include information such as average content area scores, number of students tested, number and percent of students scoring at and above a specified benchmark by gender and race/ethnicity subgroup at the district and state level; multi year trend using available data for average content area scores, number of students tested, and number and percent of students scoring at and above a specified benchmark by gender and race/ethnicity subgroup at the school and district level. The format and content of the State Summary Roster Report shall be determined through consultation between the Agency and the Contractor. The Contractor shall provide the report in hardcopy format and in PDF format on CD. The Contractor shall deliver two hard copies and one PDF copy of the State Summary Roster Report to school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools. The Contractor shall deliver one PDF copy of every State Summary Roster Report on CD to the Agency. The Contractor and Agency shall determine the date of delivery of the State Summary Roster Report for each year that this

Agreement is in effect. The Contractor shall deliver the State Summary Roster Report no later than 45 calendar days after the close of the test administration window.

- (5) Interpretive Guide to Reports for Schools and Districts. The Contractor shall produce an Interpretive Guide to Reports for Schools and Districts that explains the organization of parent, district, and state reports of the New Mexico Workforce Readiness Assessment, defines essential concepts in the assessment of student achievement and interpretation of scores, and describes the content of each parent, school, and district report. The Interpretive Guide to Reports for Schools and Districts shall include information such as description of report layouts, description of content and level of analysis, description of statistics; definitions of terms such as benchmark scores, and measurement error; interpretational cautions regarding measurement error, group comparisons based on small numbers of students; and quantity and format (hardcopy or PDF) of each report delivered to school districts and schools. The format and content of the Interpretive Guide to Reports for Schools and Districts shall be determined by the Agency and Contractor. The Contractor shall provide the Interpretive Guide to Reports for Schools and Districts in hardcopy format and in PDF format on CD. The Contractor shall deliver one hard copy for every 25 students tested and one PDF copy to school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools. The Agency and Contractor determine the date of delivery of the Interpretive Guide to Reports for Schools and Districts each year that this Agreement is in effect.
- (6) Interpretive Guide to the Student Report for Parents. The Contractor shall produce an Interpretive Guide to the Student Report for Parents that explains the organization and content of the Student Report for Parents and defines essential concepts in the measurement of student achievement, interpretation of scores, and suggested parent strategies and activities that apply to all content areas to improve their child's performance. The Interpretive Guide to the Student Report for Parents shall include parent friendly information on terms such as measurement error; and interpretational cautions regarding measurement error. The Contractor shall provide the Interpretive Guide in hardcopy format in Spanish, based on the student's preference recorded at the time of test administration. The Agency and the Contractor shall determine the format and content of the Interpretive Guide to the Student Report for Parents. The Contractor shall provide the Interpretive Guide to SBA Student Report for Parents in hardcopy format and in PDF format on CD. The Contractor shall deliver one hard copy to accompany every Student Report to Parents and one PDF copy to school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools. The Agency and Contractor shall determine the date of delivery of the Interpretive Guide to the Student Report for Parents each year that this Agreement is in effect.
- (7) The Contractor shall deliver New Mexico Workforce Readiness Assessment Reports with no Contractor production errors to the school districts, charter schools, State educational institutions, U.S. Bureau of Indian Education schools, and the Agency by the deadlines specified herein. Failure to meet delivery deadlines and data accuracy requirements for the New Mexico Workforce Readiness Assessment Reports shall result in a penalty of \$2,500 per day for the first five days, and increasing to \$5,000 per day thereafter (including weekends and holidays).

- e) Production of Student Test Data Files. The Contractor shall provide the following services and materials associated with the production and distribution of data files from administrations of the New Mexico Workforce Readiness Assessment:

- (1) New Mexico Workforce Readiness Assessment Student Test Data File. The Contractor shall produce a data file containing individual student content area scores. The Student

Test Data File shall include information such as District Code, District Name, School Code, School Name, School Type, State Student ID Number, Student Last Name, Student First Name, Student Middle Initial, Birth Date, Race/Ethnicity, Gender, Test Document ID Number, Scanning Image Number, and Test Date; in each content area, Test Completion Status, Raw Score, Maximum Raw Score Points Possible, Scale Score, Standard Error of Measurement (SEM), Conditional Standard Error of Measurement (e.g. SEM based on student ability), Scale Score w/SEM Lower Bound, Scale Score w/SEM Upper Bound, and Raw Scores for each content area. The format and content of the New Mexico Workforce Readiness Assessment Student Test Data File shall be determined through consultation between the Agency and the Contractor. Student Test Data File prior to the opening of the test ordering window. Each year, the Contractor shall produce and distribute the New Mexico Workforce Readiness Assessment Student Test Data File containing records of all students tested in the fall administration. The Contractor shall deliver the New Mexico Workforce Readiness Assessment Student Test Data File to the Agency using a secure digital information transfer protocol no later than 30 calendar days after the close of the test administration window.

- (2) Excel Formatted New Mexico Workforce Readiness Assessment Student Test Data File. Each year, the Contractor shall produce and distribute to each school district, school, charter school, State educational institution, and U.S. Bureau of Indian Education school one copy of the New Mexico Workforce Readiness Assessment Student Test Data File in MS Excel format on CD containing testing records of the district's or school's students. The Contractor shall deliver the Excel Formatted New Mexico Workforce Readiness Assessment Student Test Data File to the school districts, charter schools, State educational institutions, U.S. Bureau of Indian Education schools, and the New Mexico Office of the U.S. Bureau of Indian Education using a secure digital information transfer protocol no later than 30 calendar days after the close of the test administration window.
- (3) The Contractor shall deliver New Mexico Workforce Readiness Assessment Student Test Data Files with no Contractor production errors to the school districts, charter schools, State educational institutions, U.S. Bureau of Indian Education schools, and the Agency by the deadline specified herein. Failure to meet delivery deadlines and data accuracy requirements for the New Mexico Workforce Readiness Assessment Student Test Data Files shall result in a penalty of \$2,500 per day for the first five days, and increasing to \$5,000 per day thereafter (including weekends and holidays).

- f) Invoicing of School Districts and Schools. The Contractor shall directly invoice the school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools in an amount not to exceed \$xx.xx for each student tested on the New Mexico Workforce Readiness Assessment (cost to be determined during competitive bidding process). The Contractor shall receive such compensation for production, distribution, and collection of test materials; scoring and reporting of results, and production and distribution of reports and data files. The Agency and the Contractor shall determine the number of administrations needed for each year. It is anticipated that 10,000 grade 11 students will take the workforce readiness assessment annually. The estimated total cost to school districts, charter schools, State educational institutions, and Bureau of Indian Education schools will be \$x,xxx,xxx each school year that this Agreement is in effect (cost to be determined during competitive bidding process). These estimates do not represent a guaranteed number of orders placed or total revenue generated from orders placed, and neither the Agency nor the school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools shall be obligated financially or otherwise by these estimates. The Contractor shall invoice the school districts and schools in January for services completed and satisfactorily performed under this Agreement.

- g) Adherence to Contract Pricing. The Contractor shall adhere to price levels established by this Agreement, adjusting costs using the Consumer Price Index, but not exceeding annual increases of 3 percent, for any deliverables procured for the Agency, school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools through an amendment to this Agreement.

APPENDIX D

COST RESPONSE FORM

Offeror:

New Mexico Workforce Readiness Assessment

	FY10 Costs 7/1/09 – 6/30/10	FY11 Costs 7/1/10 – 6/30/11	FY12 Costs 7/1/11 – 6/30/12	FY13 Costs 7/1/12 – 6/30/13	LINE TOTAL
DISTRICT COSTS					
Statewide Administration of the Workforce Readiness Assessment					
Reporting of Workforce Readiness Assessment Results, including Interpretive Guides					
Production of Student Test Data Files					
DISTRICT COST PER STUDENT					
DISTRICT TOTAL COST					

APPENDIX E

New Mexico Employees Health Coverage Form

APPENDIX E

New Mexico Employees Health Coverage Form

1. For all contracts solicited and awarded on or after January 1, 2008: If the offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, offeror must agree to:
 - (a) Have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - (b) Have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
 - (c) Have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: _____ Date _____

APPENDIX F

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contributions Disclosure Form

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into contract with any state agency or local public body must file this form with that state agency or local public body. 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 (\$250) over the two year period.

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 they may be awarded without submission of a sealed competitive proposal.

“Campaign Contributions” means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of in-kind contributions, 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 or individuals who volunteer a portion or all of 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.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services or construction.

“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 a officer or director of a corporation, a member or a manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF COTRIBUTIONS:

Contributions 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)

(The above fields are unlimited in size)

Signature

Date

Title (Position)

--OR--

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

Signature

Date

Title (Position)