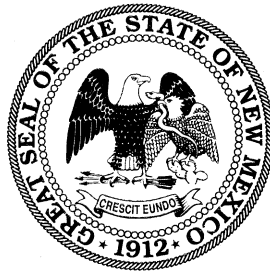


STATE OF NEW MEXICO
Public Education Department



REQUEST FOR PROPOSALS
RFP# 10-0003

MATH AND SCIENCE PARTNERSHIP (*MSP*)
GRANTS

Issue Date: September 1, 2009

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico's Public Education Department (the Agency) is requesting proposals for Math and Science Partnerships (*MSP*) Grants from institutions of higher education, school districts and nonprofit organizations.

The purpose of this Request For Proposals (RFP) is to select an offeror(s) who will provide professional development:

1. for New Mexico mathematics teachers from grades 5 through 12;
2. in high needs schools/districts;
3. in partnership with mathematics faculty from colleges of arts and sciences at New Mexico institutions of higher education; and
4. with joint responsibility with the high needs schools/districts and the higher education mathematics faculty for improving mathematics instruction.

B. VISION

Public Education Department's Vision: A world-class educational system in which all New Mexico students are prepared to succeed in a diverse and increasingly complex world.

The contracts funded by this RFP will provide professional development for New Mexico math teachers who teach grades 5 – 12. The outcome of this professional development is that teachers will be better able to prepare our students for the careers and life in the 21st century.

C. SUMMARY SCOPE OF WORK

The initial scope of work shall consist of professional development for New Mexico mathematics teachers from grades 5 through 12 including summer institutes combined with additional contact hours of follow-up during the academic year. A complete statement of the scope of work and the terms and conditions of the proposed contracts can be found in Appendix B.

The scope of work for the Math and Science Partnership grants will include but not be limited to the following:

1. conducting summer institutes for New Mexico mathematics teachers from grades 5 through 12 from high need schools/districts;
2. developing teacher content knowledge and increasing their highly qualified status;
3. assisting teachers to implement what they are learning in the professional development into their practice and classrooms;
4. analyzing both student achievement data and teachers' needs assessments to identify target areas for teacher professional development in both content and instructional strategies;
5. conducting ongoing yearlong professional development for the summer institute participants;
6. providing qualified instructors to implement the scope of work;
7. conducting, preparing and executing a local evaluation plan to include at a minimum
 - a) collaboration with the NMPED and/or evaluators in the development and collection of

common data elements so that the overall impact of the programs can be measured effectively and

- b) annual collection of US Department of Education performance data;
- 8. preparing a progress report due to the Agency on or before 30 days after the anniversary date of the contract which will state what work has been accomplished, how many teachers have participated in the summer institutes, how many hours to date of teacher-faculty instructional contact time has occurred and any other information which will help the Agency gauge how well the proposed work has been fulfilled;
- 9. preparing an annual report for the United States Department of Education (USDOE) based on their requirements which is due to the USDOE on or before 30 days past the first anniversary of the start of this contract;
- 10. working with the Math and Science Bureau of the Public Education Department and the Math and Science Advisory Council to implement the New Mexico Quality Math and Science Education Model and NM Project 2012;
- 11. building leadership capacity in mathematics education in both administrators and teachers to ensure sustainability and to provide for expansion;
- 12. sharing costs and contributions with partnering districts to promote their ownership and support of the projects which might include: teacher release time, tuition reimbursement, funds to purchase classroom instructional materials and/or salaries for mathematics course instructors; and
- 13. linking the proposed project to the lessons learned from previous projects to demonstrate the capacity to deliver effective professional development.
- 14. attending and participating in the annual US Department of Education's MSP conference or regional conferences.
- 15. meeting at least every two months in person or by using distance technologies to coordinate the program by sharing strengths, solving problems and planning for the future.

The initial contract(s) shall begin on **November 23, 2009** or as soon as possible thereafter and end on **September 30, 2011**.

D. SCOPE OF PROCUREMENT

The Agency reserves the option of renewing the initial contract(s) on an annual basis for two additional years or any portion thereof for the purpose of providing professional development for New Mexico mathematics teachers from grades 5 through 12 in partnership with mathematics faculty from colleges of arts and sciences at New Mexico institutions of higher education. In no case will the contract(s), including all renewals thereof, exceed a total of four years in duration.

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 and all deliveries should be addressed as follows:

Claudia Ahlstrom, State Math Specialist
Math & Science Bureau
Public Education Department
300 Don Gaspar
Santa Fe, NM 87501

Phone: 505 476-1881

Fax: 505 827-1784

Email: claudia.ahlstrom@state.nm.us

Any inquiries or request 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 Public Education Department.

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

"Contract" means a written agreement for the procurement of items of tangible personal property or services.

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

"Contractor" means a successful offeror who enters into a binding contract.

"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 by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

"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.

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“**Highly qualified teacher**” means that the teacher:

1. Has obtained full State certification as a teacher or passed the New Mexico teacher licensing examination and holds a license to teach in New Mexico, and does not have certification or licensure requirements waived on an emergency, temporary, or provisional basis;
2. Holds a minimum of a bachelor’s degree; and
3. Has demonstrated subject area competence in each of the academic subjects in which the teacher teaches, in a manner determined by the State and in compliance with Section 9101(23) of the Elementary and Secondary Education Act of 1965.

For further information see: www.teachnm.org

“**High-need school**” means a public school located within a high-need school district.

“**High-need school district**” means a school district that:

1. serves no fewer than 10,000 children from families with incomes below the poverty line or a school district for which 20 percent of the children are from families with incomes below the poverty line; **and**
2. Has a high percentage of teachers not teaching in the academic subjects or grade levels that the teachers were trained to teach or has a high percentage of teachers with emergency, provisional, or temporary certification or licensing.

“**ITB**” means invitation to bid.

“**Mandatory**” The terms "must", "shall", "will", "is required", or "are 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.

“**MSP**” means Mathematics and Science Partnerships.

“**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.

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

“**Professional Development**” means instructional activities that:

- 1 Are based on scientifically based research and state academic content standards, and assessment;
- 2 Improve and increase teachers’ knowledge of the academic subjects they teach;
- 3 Enable teachers to become highly qualified; and
- 4 Are sustained, intensive, and classroom-focused in order to have a positive and lasting impact on classroom instruction and the teacher’s performance in the classroom.

“**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.

"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.

"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.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which 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.

"Scientifically-based research" means research that involves the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to education activities and programs and includes research that:

1. Employs systematic, empirical methods that draw on observation or experiment
2. and involve rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn;
3. Relies on measurements or observational methods that provide reliable and valid data across evaluators and observers, across multiple measurements and observations, and across studies by the same or different investigators;
4. Is evaluated using experimental or quasi-experimental designs in which individuals, entities, programs, or activities are assigned to different conditions, with appropriate controls to evaluate the effects of the condition of interest and with a preference for random-assignment experiments or other designs to the extent that those designs contain within-condition or across-condition controls;
5. Ensures that experimental studies are presented in sufficient detail and clarity to allow for replication or, at minimum, to offer the opportunity to build systematically on their findings; and
6. Has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective, and scientific review.

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

"Summer workshop or institute" means a workshop or institute, conducted during the summer, that:

- 1 Is conducted for a period of not less than one week;
- 2 Includes, as a component, a program that provides direct interaction between participants and faculty; and
- 3 Provides for follow-up training during the academic year that is conducted in the classroom for a period of not less than three consecutive or nonconsecutive days.

G. BACKGROUND INFORMATION

NEW MEXICO PUBLIC EDUCATION DEPARTMENT

MISSION AND VISION STATEMENTS

Our Mission:

To provide leadership, technical assistance and quality assurance to improve student performance and close the achievement gap.

Our Vision:

A world-class educational system in which all New Mexico students are prepared to succeed in a diverse and increasingly complex world.

In January of 2002, the No Child Left Behind Act of 2001 (NCLB) became law. The Improving Teacher Quality Grant Programs (Title II) are a major component of the *No Child Left Behind* legislation. These programs encourage scientifically based professional development as a means for improving student academic performance. As schools are responsible for improving student learning, it is essential to have highly qualified teachers leading the way.

Title II, Part B of NCLB authorizes a Mathematics and Science Partnership (*MSP*) program. The *MSP* program is intended to increase the academic achievement of students in mathematics and science by enhancing the content knowledge and teaching skills of classroom teachers. Partnerships between high-need school districts and the science, technology, engineering, and mathematics (STEM) faculty in institutions of higher education are at the core of these improvement efforts. Other partners may include public charter schools or other public schools, private schools, Regional Educational Centers, businesses, and nonprofit or for-profit organizations concerned with mathematics and science education.

The State of New Mexico has been allotted \$1,481,848 for the 2009-2010 *MSP* and the New Mexico Public Education Department (NMPED) is responsible for the administration of this program. Funds available for the Mathematics and Science Partnership competitive grant program will be awarded by the New Mexico Agency to support proposals submitted by eligible partnerships that provide programs to improve mathematics instruction. These grants are available only to state post-secondary institutions that partner with high-needs schools and that may partner with public charter schools or other public schools, private schools, Regional Educational Centers, businesses, and nonprofit or for-profit organizations.

These programs to improve mathematics instruction may be carried out at institutions of higher education, public or private schools or other facilities that provide an environment conducive to learning.

Program Description

1. Purpose: The *Mathematics and Science Partnership (MSP)* program is a federal formula grant program to states that support improved student achievement in mathematics and science through enhanced training for mathematics and science teachers. The states are responsible for conducting a competitive grant program that makes awards to partnerships of high-need school districts and science, mathematics, and engineering departments within universities, giving districts and arts and science faculty joint responsibility for improving mathematics and science instruction.

The *MSP* program seeks ways to sustain intensive, high-quality professional development activities that focus on deepening teachers' content knowledge. It is also interested in increasing the knowledge of how students learn particular content, providing opportunities for engaging learning, and establishing coherence in teachers' professional development experiences.

2. State of New Mexico Priority: Mathematics Teachers from grades 5 through 12: Following an analysis of student achievement and teacher quality data, and the revision of the New Mexico mathematics standards, the *MSP* program will target the area of mathematics from grades 5 through 12. Grants will be awarded for one year with the possibility to amend for up to a 2-year period. This grant is for year seven of the *MSP* program. Funding for year eight is still pending. Each project will be required to incorporate a summer institute combined with additional contact hours of follow-up during the academic year. All *MSP* projects are required to meet at least every two months to coordinate the program by sharing strengths, solving problems and planning for the future. All *MSP* projects are required to work with the New Mexico Public Education Department and/or evaluators to implement this grant.

The program will support projects to:

- a. Increase the subject matter knowledge and teaching skills of mathematics teachers.** Programs will bring together mathematics teachers with mathematicians and engineers to expand teachers' subject matter knowledge of mathematics teaching. Activities will include summer institutes that directly relate to the mathematics underlying the middle and high school grades mathematics curriculum and enhance the ability of teachers to understand and use New Mexico's Mathematics Content Standards, Benchmarks, and Performance Standards.
- b. Focus on professional development of mathematics teachers as a career-long process.** Programs will provide opportunities for advanced and ongoing professional development activities that improve teachers' subject matter knowledge and knowledge of how students learn particular content. Projects will also provide teachers with the opportunity to work with experienced teachers and mathematics faculty from colleges of arts and sciences at New Mexico institutions of higher education.
- c. Raise mathematics achievement for all students.** Programs will focus on raising expectations and achievement for all students in mathematics by supporting the Math & Science Advisory Council's NM Project 2012. Projects will provide teachers and partners the opportunity to participate in the various components of NM Project 2012.

Key Features

1. Partnerships: *MSP* projects are designed and implemented by partnerships that include K-12 administrators, faculty, teachers, and guidance counselors in participating K-12 schools, STEM faculty, and administrators in higher education organizations. Other partners are encouraged and may include businesses, nonprofit organizations, teacher training departments of institutions of higher education, and Regional Educational Centers. These partners and other stakeholders engage in the effort at both the institutional and individual levels, and share goals, responsibilities and accountability for the project.

2. Content-based Professional Development: The project focuses professional development on the deep mathematical content teachers need to understand for instruction from grades 5 through 12.

3. Needs Assessment: The project must address the results of a comprehensive assessment of the teacher quality and professional development needs with respect to the teaching and learning of mathematics of any schools and local educational agencies that comprise the eligible partnership.

4. Scientifically Based Research: The activities to be carried out by the partnership must be based on a review of scientifically based research. An explanation of how the activities expect to improve student academic achievement and strengthen the quality of mathematics instruction must be included.

5. Evaluation: Each eligible partnership receiving a grant shall develop an evaluation and accountability plan for activities of the project that include rigorous objectives that measure the impact of the activities. Measurable objectives to increase the number of mathematics teachers who participate in content-based professional development activities must be included. Additionally, measurable objectives for improved student academic achievement are required. The partnership will work with the NMPED and/or evaluators. As part of the federal requirement, the partnership shall report annually (one year after the contract is awarded and each year thereafter) to the U.S. Secretary of Education regarding progress in meeting the objectives described in the accountability plan. A copy of this report will be sent to the NMPED.

H. PROCUREMENT LIBRARY

The Program 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 at:

<http://www.ped.state.nm.us/MathScience/msp.html> or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below: MSP RFP

II. CONDITIONS GOVERNING THE PROCUREMENT

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

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	Public Education Department	Sept. 1, 2009
2.	Pre-Proposal Conference	Public Education Department Potential Offerors	Sept. 9, 2009
3.	Acknowledgement Distribution List Response	Potential Offerors	Sept. 9, 2009
4.	Deadline To Submit Additional Questions	Potential Offerors	Sept. 15, 2009
5.	Response to Written Questions/RFP Amendments	Public Education Department	Sept. 21, 2009
6.	Submission of Proposal	Offerors	Oct. 15, 2009
7.	Proposal Evaluation	Evaluation Committee	Oct. 20, 2009
8.	Selection of Finalists	Evaluation Committee	Oct. 27, 2009
9.	Best and Final Offers from Finalists	Offerors	Nov. 2, 2009
10.	Negotiation & Finalize Contract	Agency Offeror	Nov. 9, 2009
11.	Contract Award	Public Education Department	Nov. 23, 2009
12.	Protest Deadline	Offerors	15 Days after the Contract Award

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 Public Education Department site at <http://www.ped.state.nm.us/MathScience/msp.html>

2. Pre-Proposal Conference

A **required pre-proposal conference** will be held on **September 9, 2009** at 10 a.m. Mountain Daylight Time at the State Library Building, in the Yucca Room 2022, 1209 Camino Carlos Rey,

Santa Fe, New Mexico. Potential offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph E). The identity of the organization submitting the questions(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential offerors who attended the pre-proposal conference. **Attendance at the pre-proposal conference is a prerequisite for submission of a proposal.**

3. Distribution List Response

Potential offerors should hand deliver or return by facsimile or by registered or certified mail the “Acknowledgement of Receipt 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 in accordance with Section II, A. *Sequence of Events* above, 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 on September 15, 2009 in accordance with Section II, A. *Sequence of Events* above. 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 in accordance with Section II, A. *Sequence of Events*, 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.

Questions and Answers will be posted to the RFP on the Public Education Department’s website at <http://www.ped.state.nm.us/MathScience/msp.html>

6. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3P.M. MOUNTAIN DAYLIGHT TIME ON OCTOBER 15, 2009 IN ACCORDANCE WITH SECTION II, A *SEQUENCE OF EVENTS* ABOVE. 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 “Mathematics and Science Partnership grant” 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 in accordance with Section II, A. *Sequence of Events*. During this time, the Procurement Manager may, at her 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 in accordance with Section II, A. *Sequence of Events*. 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 in accordance with Section II, A. *Sequence of Events* NO LATER THAN 3 P. M. ON NOVEMBER 2, 2009 MOUNTAIN STANDARD TIME. Best and final offers may be clarified and amended at the finalist offeror’s oral presentation/demonstration.

10. Finalize Contract

The contract will be finalized with the most advantageous offeror in accordance with Section II, A. *Sequence of Events*. 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.

11. 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 in accordance with Section II, A. *Sequence of Events*. 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.

12. 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 of Education. The protest must be delivered to the Secretary of Education.

**Secretary of Education
Public Education Department
Jerry Apodaca Building
300 Don Gaspar, Room 109
Santa Fe, New Mexico 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. Current and updated information regarding this procurement is available on the Public Education Department website at <http://www.ped.state.nm.us/MathScience/msp.html>

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 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 Public Education Department, the version maintained by the Public Education Department shall govern. Please refer to: <http://www.ped.state.nm.us/MathScience/msp.html>

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://insurenwemexico.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.

29. Campaign Contribution Disclosure Form.

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall provide **1 original**, and **four (4) identical copies** of their proposal which includes the cost proposal and any supporting technical documentation to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals. The original must include an original signature of the authorized institutional official on the Letter of transmittal page. Fax or email transmissions are not acceptable.

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. The narrative sections (Needs Assessment through Full Staff Involvement excluding appendices) of the proposal must be double-spaced and the font used must not be smaller than 12-point and must not exceed 20 pages.

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.

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 be 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.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

- a) Letter of Transmittal for 2009-2010 (Appendix H)
- b) Table of Contents
- c) Statement of Assurances (Appendix G)

- d) Abstract or Proposal Summary (Provide a one-page summary that briefly describes the project vision, goals, activities and key features that will be addressed and expected benefits of the work.)
- e) Needs Assessment
- f) Research Base
- g) Plan of Work
- h) Alignment with State Content Standards
- i) Management Capability
- j) Sustainability and Expansion
- k) Evaluation Plan
- l) Budget Justification
- m) Cost Effectiveness Ratio
- n) Instructional Contact Time
- o) Geographic Distribution
- p) Full Staff Involvement
- q) Lesson Learned
- r) Appendices

2. Letter of transmittal for 2009-2010

Each proposal must be accompanied by a Letter of transmittal for 2009-2010 (Appendix H). The form must be completed and must be signed by a person authorized to obligate the company. The Letter of transmittal page 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.

D. TECHNICAL SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

- 1. Needs Assessment** The project description should indicate a clear understanding of results of a needs assessment and how the goals and activities of the program are directly related to those needs.
- 2. Research Base** The project description should discuss and cite the current state of knowledge relevant to the project. This brief literature review should clearly indicate why the proposed activities were selected or designed. If the proposal builds on prior work, the project description should indicate what was learned from this work and how these lessons learned are incorporated in the project.
- 3. Plan of work** A proposal must clearly describe the goals and objectives for the project and the responsibility of each of the partners. The project description should indicate a timeline and an estimate of the number, type, duration and intensity of professional development activities. This section should address the following points of the Summary Scope of Work on page 1 of this RFP: 1, 2, 3, 4, 5, 8, 9, 10, 12, 13, 14, and 15.
- 4. Alignment with State Content Standards** The professional development activities should develop the content knowledge of teachers in the areas of mathematics that are a part of the state content and process standards. The proposal must link the proposed professional development to these standards, which are contained in Agency's "Standards for Excellence" which may be viewed at the following link: <http://www.nmcpr.state.nm.us/NMAC/title06/T06C029.htm>
- 5. Management Capability**
The project description must clearly demonstrate that the submitting team has the capability of managing the project, organizing the work and complying with the scope of work. This is critically important for larger or longer-term grants. This section should address the following point of the Summary Scope of Work on page 1 of this RFP: 6.
- 6. Sustainability and Expansion** The project description should contain evidence that the project can be sustained beyond the life of the project and that the project can develop capacity for expansion. This is critically important for larger or longer-term grants. This section should address the following point of the Summary Scope of Work on page 1 of this RFP: 11.
- 7. Evaluation Plan** Proposals must describe in detail the plan that will be used to evaluate and report results of the project during each year of the program. The plan **must** include evaluation at Level 2: Participants' Learning, and should address each of the five levels outlined in *Professional Development Evaluation*. (See Appendix K). Instruments to consider for evaluating participants' learning include the Learning Mathematics for Teaching (LMT) assessment for mathematics for the appropriate content area and at the appropriate grade levels and/or the Knowledge of Algebra for Teaching (KAT) for 9-12 Algebra. If necessary, a content specific

instrument can be adapted from existing reliable instruments for use with NM MSP funded projects. Technical assistance for development of goals and objectives, instruments, methodology, analyzing, and reporting results will be available from the Public Education Department.

The evaluation plan **will also** include:

- (a) Clearly defined, measurable objectives and annual targets;
 - i. Measurable objectives and annual targets which describe progress towards meeting the goals and objectives established in response to the comprehensive needs assessment and increasing the number of teachers who meet the definition of “highly qualified teacher”;
 - ii. Measurable objectives to increase the number of mathematics teachers who participate in content-based professional development activities; and
 - iii. Measurable objectives for improved student academic achievement on state mathematics assessments.
- (b) The methods by which the project will evaluate progress toward meeting the objectives and annual targets that have been established in response to the needs assessment; and
- (c) A description of the partnership’s plan to participate in any external, statewide evaluation, if requested.

This is critically important for larger or longer-term grants. This section should address the following point of the Summary Scope of Work on page 1 of this RFP: 7.

8. **Budget Justification** The budget justification should clearly be tied to the scope and requirements of the project. The budget narrative should describe the basis for determining the amounts shown on the project budget page. Include a three-year project budget. All proposals should include provisions for evaluation of the activities in an annual performance report. All budgets should include one or some project personnel participating in an annual US Department of Education *MSP* meeting.
9. **Cost Effectiveness Ratio** The cost effectiveness ratio is determined by the ratio of the total cost of the project and the total number of teachers served.
10. **Instructional Contact Time** The actual amount of teacher-faculty instruction contact time scheduled for the summer institute and the year long ongoing professional development must be clearly stated.
11. **Geographic Distribution** The program objective is to serve a wide distribution of teachers from as many of the eighty-nine districts as possible. Clearly state which districts will be served by the proposed project.
12. **Full Staff Involvement** The program objective is to provide sustainable change in classroom practice, in teacher content knowledge and in student achievement. Professional development which involves all mathematics teachers and administrators within a district or school provides for more opportunities for sustainability. Clearly state if full staff involvement will be an

objective of the proposed project.

13. **Lessons Learned** Proposals must describe in detail what has been learned from previous professional development projects and how these lessons have been incorporated into this proposal. For partnerships that have been previously funded through the *MSP* program, include the cost effectiveness ratio for each funded contract or amendment.

E. Mandatory Specifications

Appendix A. Acknowledgement of Receipt Form

Appendix C. Project Budget

Appendix E. Campaign Contribution Disclosure Form

The Offeror must complete and include the Campaign Contribution Disclosure Form with the submittal of their proposal. (See Appendix E)

Appendix F. NM 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 F)

Appendix G. Statement of Assurances

Appendix H. Letter of transmittal for 2009-2010 Page

Appendix J. Partnership Agreements

Appendix L. Non-Public School Form

The Offerors are required to provide for the equitable participation of private school children and their teachers, in private schools located in areas served by the grant recipient by engaging in timely and meaningful consultation with private school officials during the design and development of the program. This consultation must take place before any decision is made that affects the opportunities of eligible private school children, teachers, and other educational personnel to participate. See Section 9501 of the Elementary and Secondary Education Act as reauthorized by the No Child Left Behind Act of 2001. (See Appendix L)

IV. 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.

	Factor	Points Available
A	Technical Specifications	
1	Needs Assessment	25
2	Research Base	25
3	Plan of Work	500
4	Alignment with the State Content Standards	100
5	Management Capability	25
6	Sustainability and Expansion	50
7	Evaluation Plan	50
8	Budget Justification	100
9	Cost Effectiveness	25
10	Instructional Contact Time	25
11	Geographic Distribution	25
12	Full Staff Involvement	25
13	Lessons Learned	25
B	Mandatory Specifications	
	Appendix A-Acknowledgement of Receipt Form	0
	Appendix C-Project Budget	0
	Appendix E-Campaign Contribution Disclosure Form	0
	Appendix F-NM Employees Health Coverage Form	0
	Appendix G-Statement of Assurances	0
	Appendix H-Letter of transmittal for 2009-2010	0
	Appendix J-Partnership Agreements	0
	Appendix L-Non-Public School Form	0
	TOTAL	1000

B. EVALUATION FACTORS

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

Needs Assessment (25 points): The project description should indicate a clear understanding of results of a needs assessment and how the goals and activities of the program are directly related to those needs.

Research Base (25 points): The project description should discuss and cite the current state of knowledge relevant to the project. This brief literature review should clearly indicate why the proposed activities were selected or designed. If the proposal builds on prior work, the project description should indicate what was learned from this work and how these lessons learned are incorporated in the project.

Plan of work (500 points): A proposal must clearly describe the goals and objectives for the project and the responsibility of each of the partners. The project description should indicate a timeline and an estimate of the number, type, duration and intensity of professional development activities.

Alignment with State Content Standards (100 points): The professional development activities should develop the content knowledge of teachers in the areas of mathematics that are a part of the state content standards. The proposal must link the proposed professional development to these standards: <http://www.nmcpr.state.nm.us/nmac/parts/title06/06.030.0002.htm>

Management Capability (25 points): The project description must clearly demonstrate that the submitting team has the capability of managing the project, organizing the work and complying with the scope of work. This is critically important for larger or longer-term grants.

Sustainability and Expansion (50 points): The project description should contain evidence that the project can be sustained beyond the life of the project and that the professional development is building leadership capacity.

Evaluation plan (50 points): each application should provide a description which should identify the research and evaluation methods that the project will use and explain why those methods are appropriate to the issues or questions that the proposal addresses. A proposal must make a compelling case for the activities of the project and describe how the activities will help the MSP program build a rigorous, cumulative, reproducible, and usable body of findings. This plan must include:

Measurable objectives and annual targets which describe progress towards meeting the goals and objectives established in response to the comprehensive needs assessment and increasing the number of teachers who meet the definition of “highly qualified teacher”;

Measurable objectives to increase the number of mathematics teachers who participate in content-based professional development activities; and

Measurable objectives for improved student academic achievement on state mathematics assessments.

Budget Justification (100 points): The budget justification should clearly be tied to the scope and requirements of the project. The budget narrative should describe the basis for determining the amounts shown on the project budget page. Include a three-year project budget. All proposals should include provisions for evaluation of the activities in an annual performance report. In addition, a Partner Funding Request (Appendix D) for each partner must be included in the application appendix. The budget narrative may be single-spaced. (See attached forms)

Cost Effectiveness Ratio (25 points): The cost effectiveness ratio is determined by the ratio of the total cost of the project and the total number of teachers served.

Instructional Contact Time (25 points): The actual amount of teacher-faculty instruction contact time scheduled for the summer institute and the year long ongoing professional development must be clearly stated.

Geographic Distribution (25 points): The program objective is to serve a wide distribution of teachers from as many of the eighty-nine districts as possible. Clearly state which districts will be served by the proposed project.

Full Staff Involvement (25 points): The program objective is to provide sustainable change in classroom practice, in teacher content knowledge and in student achievement. Professional development which involves all mathematics teachers and administrators within a district or school provides for more opportunities for sustainability. Clearly state if full staff involvement will be an objective of the proposed project.

Lessons Learned (25 points): Proposals must describe in detail what has been learned from previous professional development projects and how these lessons have been incorporated into this proposal. For partnerships that have been previously funded through the *MSP* program, include the cost effectiveness ratio for each funded contract or amendment.

All Mandatory Factors will be evaluated on a “pass-fail” basis. Failure to include a Mandatory Factor will result in disqualification of the proposal.

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 offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors 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 IV, 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- 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 L**.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on September 9, 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.

*Claudia Ahlstrom
Procurement Manager
Math & Science Bureau
Public Education Department
300 Don Gaspar
Santa Fe, NM 87501
Phone: 505 476-1881
Fax: 505 827-1784
claudia.ahlstrom@state.nm.us*

APPENDIX B-CONTRACT/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.

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.

The receipt of the deliverables contemplated under this Agreement shall assist the Agency in obtaining its goal(s) as set forth in its Strategic Plan on page(s)_____.

(or reference an Attachment 1, see below)

2. Compensation.

A. 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), 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. **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 to be performed under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being**

provided.

B. 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. 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.**

(OR CHOICE – MULTI-YEAR – A. 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.).

B. 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. 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 terminate on **DATE** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). 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://insurenemexico.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 Contractor 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 parties below.

By: _____
Veronica C. García, Ed.D.
Secretary of Education

Date: _____

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: _____

Attachment 1

Scope of Work

Performance Measures

(Performance Measures should be based on the Scope of Work and must be tied to the Agency's Strategic Plan. The Plan should be referenced in the Measures and the applicable part of the Strategic Plan copied below or in an attachment. To the extent possible based on the nature of the work to be performed, the Measures should be "Output" oriented and specify an "Outcome.")

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

Example: Goal: Reduce or Increase or Other Service [insert blank].¹

Objective: To reduce or increase or Other Service [insert blank] by [blank] percent or by a certain time.²

Activities: [Insert what services the Contractor is expected to perform to accomplish goals and objectives including an evaluation of the process and the outcome as well as provides efficiency measures that relate efforts to outputs of services].

OR: Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the Agency to meet the portions of its Strategic Plan set forth below (*insert additional language if necessary to describe how Contractor's work will assist the Agency to fulfill its duties*).

¹ A goal is an "output" measure. It measures the quantity of a service provided. For example, the number of students graduated or promoted; the number of two-lane highways repaired; or the number of crimes investigated. It also can measure the quantity of a service provided that meets a certain quality requirement. For example, the number of students graduated or promoted who meet a minimum preset level of achievement; the number of miles of roads repaired to a minimum safety standard; or the number of criminal investigations performed that result in identification of a prime suspect.

² An accomplishment is an "outcome" measure. These indicators measure accomplishments or results that occur (at least partially) because the services were provided. For example, the percentage of students achieving a specified skill level in reading, the percentage of miles of roads in excellent, good or fair condition; or the percent reduction in serious crimes or the percent of residents who perceive their neighborhoods as safe.

APPENDIX C- PROJECT BUDGET

MSP Project Budget Funding Request

Program Title:

Direct Cost Requested for Partner	YR 1	YR 2	YR 3	TOTAL
1. Salaries & Wages (Professional and Clerical)				
2. Employee Benefits				
3. Travel				
4. Materials and Supplies				
5. Consultants and Contracts				
6. Teacher Stipends				
7. Equipment (Purchase)				
8. Other (Equipment rental, printing, etc.)				
B. Indirect Costs* (if appropriate)				
Total				

* The indirect cost rate shall not exceed 5%.

This form is a required element of the grant application. Justification for each of the categories shall be included in the budget narrative portion of the application. Modifications in the grant must be reflected over the three years of the grant and included as part of the annual reporting. Annual reapplication is required for continuation of funding for all grants. For reporting, you must include an itemized breakdown of these budget categories and a budget narrative explaining how you calculated each line item and the actual total project cost share.

APPENDIX D - Partner Funding Request

Program Title:

Name of Partner Organization:

On this form, list only the funding this partner will receive from the grant.

Direct Cost Requested for Partner	YR 1	YR 2	YR 3	TOTAL
1. Salaries & Wages (Professional and Clerical)				
2. Employee Benefits				
3. Travel				
4. Materials and Supplies				
5. Consultants and Contracts				
6. Teacher Stipends				
7. Equipment (Purchase)				
8. Other (Equipment rental, printing, etc.)				
Total Funding to Partner From Grant				

APPENDIX E - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or

unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

APPENDIX F - 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 G - STATEMENT OF ASSURANCES

Should an award of funds from the Mathematics and Science Partnerships Program be made to the offeror in support of the activities proposed in this application, the authorized signature on the Letter of transmittal for 2009-2010 page of this application certifies to the New Mexico Agency that the authorized official will:

1. Upon request, provide the New Mexico Agency with access to records and other sources of information that may be necessary to determine compliance with appropriate federal and state laws and regulations;
2. Conduct educational activities funded by this project in compliance with the following federal laws:
 - a. Title VI of the Civil Rights Act of 1964
 - b. Title IX of the Education Amendments of 1972
 - c. Section 504 of the Rehabilitation Act of 1973
 - d. Age Discrimination Act of 1975
 - e. Americans with Disabilities Act of 1990
 - f. No Child Left Behind of 2001
3. Use grant funds to supplement and not supplant funds from nonfederal sources;
4. Take into account during the development of programming the need for greater access to and participation in the targeted disciplines by students from historically under represented and under served groups;
5. Submit, in accordance with stated guidelines and deadlines, all program and evaluation reports required by the

U.S. Department of Education and the New Mexico Agency.

APPENDIX H - Letter of transmittal for 2009-2010

Mathematics and Science Partnership Grant

Applying Institution or Organization:

Program Title:

Amount of Funds Requested: \$

Estimated Number of Teachers to be Served:

Name of person authorized by the organization to contractually obligate the organization:

Title:

Address:

Telephone:

Fax:

E- Mail:

Name of the person authorized to negotiate the contract on behalf of the organization:

Title:

Address:

Telephone:

Fax:

E- Mail:

APPENDIX H

Letter of transmittal for 2009-2010

Mathematics and Science Partnership Grant

Page 2

Names of persons to be contacted for clarification:

Title:

Address:

Telephone:

Fax:

E- Mail:

Certification by Authorized or Institutional Official:

The offeror certifies that to the best of his/her knowledge the information in this application is correct, that the filing of this application is duly authorized by the governing body of this organization, or institution, and that the offeror will comply with the attached statement of assurances. The signature of this official explicitly indicates the Acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1 and the acknowledgement of receipt of any and all amendments to this RFP.

Typed or Printed Name of Person authorized to contractually obligate the organization:

Title of Authorized Official:

Signature of Authorized Official:

Date:

APPENDIX I - Partner Identification Form

Include a Partnership Identification form for each of the partner institutions/organizations.

PARTNER INSTITUTION:

Primary Contact Name:

Title:

Address:

Telephone:

Fax:

E- Mail:

Type of Institution/Organization:

APPENDIX J - PARTNERSHIP AGREEMENTS

This section shall include a narrative of the roles of the partners and their duties and responsibilities related to the goals and objectives of the project. This section shall also describe the partnership's governance structure specific to decision-making, communication, and fiscal responsibilities. In addition to this narrative section, each application must append:

- 1 A Partner Identification Form for each partner (Appendix I);
- 2 A letter of commitment from each partner outlining the role and contributions of the partner and providing evidence that the proposed partnership activities are integral to the partner's instructional plans; and
- 3 An agreement to meet at least every two months with the other MSP projects and to work collaboratively with the NMPED and evaluators.

APPENDIX K - EVALUATION

Professional Development Evaluation

EVALUATION LEVEL	QUESTIONS TO BE ANSWERED	MEASURE	WHAT IS MEASURED?	HOW WILL INFORMATION BE USED?
1 PARTICIPANTS' REACTIONS	<ul style="list-style-type: none"> • Did they like it? • Was their time well-spent? • Did the material make sense? • Will it be useful? • Was the leader knowledgeable and helpful? • Were the refreshments fresh and tasty? • Was the room the right temperature? 	<ul style="list-style-type: none"> • Questionnaires or surveys administered at the end of the session. 	<ul style="list-style-type: none"> • Initial satisfaction with the experience. 	<ul style="list-style-type: none"> • To improve professional development program design and delivery.
2 PARTICIPANTS' LEARNING	<ul style="list-style-type: none"> • Did participants acquire the intended knowledge and skills? 	<ul style="list-style-type: none"> • Mathematical Knowledge for Teaching (MKT)/Learning Mathematics for Teaching (LMT) • Knowledge of Algebra for Teaching (KAT) • NMPDS Geometry Form A and Form B • NMPDS Data, Statistics and Probability Form A and Form B • NMPDS Teacher Survey. 	<ul style="list-style-type: none"> • New knowledge and skills of participants. 	<ul style="list-style-type: none"> • To improve instructional practice. • To demonstrate the impact of professional development.
3 ORGANIZATIONAL SUPPORT AND CHANGE	<ul style="list-style-type: none"> • Were sufficient resources made available? • Were problems addressed quickly and efficiently? • Was implementation advocated, facilitated, and supported? • Were successes recognized and shared? • Was the support public and overt? • What was the impact on the organization? • Did it affect organizational climate and procedures? 	<ul style="list-style-type: none"> • Quality Mathematics Education Model (QMEM) • Minutes from follow-up meetings. • Structured interviews and/or focus groups with participants and district or school administrators. • District and school records. • Participant portfolios. 	<ul style="list-style-type: none"> • The organization's advocacy, support, accommodation facilitation, and recognition. 	<ul style="list-style-type: none"> • To document and improve organizational support. • To inform future change efforts.

<p>4 PARTICIPANTS' USE OF NEW KNOWLEDGE AND SKILLS</p>	<ul style="list-style-type: none"> • Did participants effectively apply the new knowledge and skills? 	<ul style="list-style-type: none"> • Questionnaires. • Structured interviews and/or focus groups with participants and their supervisors. • Participant reflections (oral and/or written). • Participant portfolios. • Reformed Teaching Observation Protocol (RTOP) Observation Tool • Inside the Classroom Observation Protocol • Video Coding from MKT/LMT 	<ul style="list-style-type: none"> • Degree and quality of implementation. 	<ul style="list-style-type: none"> • To document and improve the implementation of program content. • To demonstrate the impact of professional development.
<p>5 STUDENT LEARNING OUTCOMES</p>	<ul style="list-style-type: none"> • What was the impact on the students? • Did it affect student performance or achievement? • Did it influence student's physical or emotional well-being? • Are students more confident as learners? • Is Student Attendance improving? • Are dropouts decreasing? 	<ul style="list-style-type: none"> • New Mexico Standards Based Assessment (NMSBA) • Student records • School records • Questionnaires. • Structured interviews and/or focus groups with students, parents, teachers, and/or administrators. • Participant portfolios. 	<ul style="list-style-type: none"> • Student learning outcomes. • Cognitive (performance and achievement). • Affective (attitudes and dispositions). • Psychomotor (skills and behaviors). 	<ul style="list-style-type: none"> • To focus and improve all aspects of program design, implementation, and follow-up. • To demonstrate the overall impact of professional development.

Adapted from Guskey, Thomas R. (2005). *Taking a second look at accountability: Strong evidence reflecting the benefits of professional development is more important than ever before.* Journal for Staff Development, Winter, 2005. National Staff Development Council: Oxford, OH.

APPENDIX L - Non-public School Participation Form

Mathematics and Science Partnership Non-public School Participation Form

Must be completed by all participating public schools with state accredited private schools in their district.

Public School District Participant	Non-public School within the District	ESA Region		District Number
Federal Program	Non-public School Consulted	Non-public School Participating		Comments
	Yes No	Yes	No	if Yes, List names of Participating Teachers
Title II, Part B—Mathematics and Science Partnerships Program				

This is to certify that a consultation occurred between a representative of _____ (<i>Public School District Name</i>) and _____ (<i>State Accredited Non-public School District Name</i>).			Date of Consultation
Typed Name of <i>Public</i> School Representative	Title	Telephone Number	
Signature of <i>Public</i> School Representative	Email	Date Signed	
Typed Name of State Accredited <i>Non-public</i> School Representative	Title	Telephone Number	
Signature of State Accredited <i>Non-public</i> School Representative	Email	Date Signed	