

Early Childhood Education and Care Department

REQUEST FOR PROPOSALS (RFP)

Staffed Family Child Care Network



RFP#2024-0047

RFP Release Date: October 11, 2024

Proposal Due Date: November 15, 2024

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Staffed Family Child Care Network services.

Licensed family child care homes (FCCH) and group child care home (GCCH) providers continue to be a critical resource for families and a key component of New Mexico's PN-5 system. These licensed homes support young children's development, learning and engage with families to meet their needs. Yet, at the same time as providing these critical duties, FCCH and GCCH providers often manage all aspects of their home child care and business. To support FCCH and GCCH to provide high-quality, sustainable care, ECECD is seeking proposals for one or more Staffed Family Child Care Networks (SFCCN) across the state.

SFCCN are independent, outside organizations or groups that do not provide direct care but rather pay staff who offer numerous ongoing services and supports to affiliated family child care providers. The purpose of Request for Proposals (RFP) for SFCCN in New Mexico is to fund one or more SFCCNs to provide mutual learning, support and joint activities among FCCH and GCCH providers. A SFCCN's services may include, but is not necessarily limited to, to activities such as conducting visits to providers' homes to offer technical assistance, coaching, consultation, training workshops, peer networking activities on a variety of topics, business supports, providing a helpline, or providing necessary materials and equipment. Awardees will be responsible for co-designing any of the above needed supports for FCCHs and GCCHs, in addition to other supports ECECD will consider, with potential or participating FCCH or GCCH providers.

Activities: Create a SFCCN to provide educational and technical support to FCCH and GCCH providers for them to sustain and grow their businesses. Each SFCCN shall serve a minimum of 15 licensed providers.

Geographic Focus:

All counties will be considered for an award. Awards will be based on the most advantageous proposal(s), with prioritization to one or more SFCCNs that work in and with FCCH and GCCH providers within the City of Albuquerque, Dona Ana County, and Otero County.

B. BACKGROUND INFORMATION

The New Mexico Early Childhood Education and Care Department (ECECD) is committed to creating a cohesive, equitable, and responsive Prenatal to 5 (PN-5) early childhood system that supports families, strengthens communities, and enhances child health, development, education, and well-being.

Objective 1.5 of ECECD's Strategic Plan, *Floreecer*, envisions a New Mexico where "[q]uality, universal, accessible, and affordable early care and education is available for all families and children." In support of this objective, ECECD was awarded a 3-year Preschool Development Grant Birth-5 (PDG B-5) from the US Department of Health and Human Services. Funds awarded to ECECD are designated, among other projects, to support a child care needs assessment, strategic planning, family engagement, quality improvement, workforce compensation and support, as well as direct services for young children.

PDG B-5 is meant to support improved collaboration among existing programs as well as a mixed delivery system that includes child care and family child care providers, Head Start, state pre-kindergarten, and home visiting.

C. SCOPE OF PROCUREMENT

The resulting contract(s) awarded from this RFP will be for one year from the date of award with the option to extend for an additional three (years). In no case will the contract(s), including all amendments thereof, exceed a total of four (4) years in duration.

This RFP may result in multiple awards.

This procurement will result in a contractual agreement between two parties; the procurement may **ONLY** be used by those two parties exclusively.

D. PROCUREMENT MANAGER

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

Name: Marlene Acosta, Procurement Manager
Telephone: (505) 660-9273
Email: marlene.acosta@eeced.nm.gov

1. **Any inquiries or requests** regarding this procurement must be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the ECECD.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute,

rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via the email address given in this proposal. Refer to Section III.B.1 for instructions.

F. DEFINITION OF TERMINOLOGY

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

1. **“Agency”** means the Early Childhood Education and Care Department, sponsoring this Procurement.
2. **“Award”** means the final execution of the contract document.
3. **“Business Hours”** means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. **“Child and Adult Care Food Program” (CACFP)** is a federally funded program managed by ECECD that provides reimbursements for nutritious meals and snacks to eligible children and adults who are enrolled for care at participating child care centers and child care homes. Family child care or group child care homes must be licensed, registered, or approved by the state and must sign an agreement with a CACFP sponsoring organization in order to participate.
5. **“Child Care Assistance”** provides financial support to help families at or below 400% of the federal poverty level pay for the cost of child care and before/after-school care for children under the age of 13 while the parents or guardians work or attend school.
6. **“Child Care Cost Model”** is a tool that can be used to calculate the cost of operating a child care business given certain safety and quality standards. New Mexico ECECD uses a cost model (rather than market prices) to establish reimbursement rates, and has created an interactive tool to inform rate setting and help child care business owners better understand their costs.
7. **“Child Care Management Software” (CCMS)** is specifically designed to help early care and education (ECE) program administrators automate their day-to-day operations. CCMS supports a range of tasks including enrollment, waitlist management, daily attendance, fee collection, staff records (including professional development and payroll), family communication and much more. Myriad CCMS are available as off-the-shelf products with brand names like Wonderschool, Procure, Brightwheel and many others. ECECD is

currently making Wonderschool CCMS subscriptions available to child care providers (licensed and registered) free of charge.

8. “**Close of Business**” means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
9. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
10. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
11. “**Contractor**” means any business having a contract with a state agency or local public body.
12. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
13. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
14. “**ECECD Child Care Business Toolkit**” is an on-line resource for child care tools, resources, forms, policies, guidance, purchasing discounts and more. The toolkit is free for any New Mexico Child Care program that registers and requests a username and passcode.
15. “**ECECD Child Care Finder**” is an on-line search tool designed to help families find a child care, Head Start, Early Head Start, PreK, early intervention or home visiting program that fits their child and is located near their home or workplace. The finder also helps families learn if they are eligible for child care assistance and request help searching for care.
16. “**Electronic Submission**” means a successful submittal of Offeror’s proposal via the Email address given in this proposal.
17. “**Electronic Version/Copy**” means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be emailed.

18. **“EPICS Child Care Provider Dashboard Information and Support”** is a web portal designed for New Mexico child care providers that participate in ECECD programs and services. EPICS streamlines the contract process and allows providers to review payments, view and print payment remittances, view active child care certifications and manage employees and secondary care giver records.
19. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
20. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
21. **“Family child care home” (FCCH)** means a private dwelling required to be licensed under 8.9.4 NMAC that provides care, services and supervision for a period of less than 24 hours of any day for no more than six children. The licensee must reside in the home and be the primary educator. *See* 8.9.4.7(F)(2) NMAC.
22. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
23. **“Finalist”** means 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, as explained in Section II.B.8.
24. **“FOCUS Tiered Quality Rating and Improvement System”** was created by ECECD to assess the quality and achievement of early childhood programs. Child care centers and homes that participate in FOCUS are eligible to receive a host of free support and services as well as higher Child Care Assistance reimbursement rates.
25. **“Group child care home” (GCCH)** means a home required to be licensed pursuant to 8.9.4 NMAC, which provides care, services, and supervision for at least seven but not more than 12 children. The licensee must reside in the home and be the primary educator. *See* 8.9.4.7(G)(1).
26. **“Head Start/Early Head Start”** is a federally funded program that provides free learning and development services to low-income families with children ages birth to five and expecting parents.
27. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
28. **“Iron Triangle of ECE Finance”** means the interaction between three factors that are important in balancing early childhood program budgets: full enrollment, full fee

collection, and ensuring that revenues cover per-child cost. Measuring and tracking these three key data points helps child care programs ensure sustainability.

29. **“IT”** means Information Technology.
30. **“Mandatory”** – the terms ”must,” ”shall” ”will,” ”is required,” or ”are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
31. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
32. **“Multiple Source Award”** means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
33. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
34. **“Prekindergarten” (PreK)** is a voluntary, free program that gives children ages 3 to 5 years the opportunity to attend a high-quality, early childhood education program before entering kindergarten.
35. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
36. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
37. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
38. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
39. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

40. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
41. **“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.
42. **“Responsive Offer”** or means an offer 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.
43. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully uploaded into ECECD’s eProNM system prior to the submission deadline stated in the RFP.
44. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
45. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
46. **“Staffed Family Child Care Network” (SFCCN)** is a group of family child care providers who can connect with other providers with similar backgrounds or long-term business goals. The network will participate in training opportunities as well as peer-to-peer support and will typically employ one or more part- or full-time employees.
47. **“State (the State)”** means the State of New Mexico.
48. **“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
49. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
50. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

51. **“Written”** means typed in standard 8 ½ x 11 inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

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

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
<https://www.nmeccd.org/grants-rfps-and-procurement-opportunities/>

Other relevant links:

[New Mexico Child Care Finder | Find Child Care Schools Near Me \(nm.gov\)](#)

[Child Care Business Toolkit | Early Childhood Education & Care Department \(nmeccd.org\)](#)

[Family Nutrition Bureau | Early Childhood Education & Care Department \(nmeccd.org\)](#)

[Focus Redesign | Early Childhood Education & Care Department \(nmeccd.org\)](#)

[EPICS Child Care Provider Dashboard Information and Support | Early Childhood Education & Care Department \(nmeccd.org\)](#)

[New Mexico Child Care Cost Model | Early Childhood Education & Care Department \(nmeccd.org\)](#)

[New Mexico Early Learning System \(NMELS\) –](#)

[Quorum Learning - Teaching Strategies](#)

[Early Childhood Scholarships | Early Childhood Education & Care Department \(nmeccd.org\)](#)

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	ECECD	October 11, 2024
2. Acknowledgement of Receipt Form	Potential Offerors	October 23, 2024
3. Pre-Proposal Conference	Agency	October 23, 2024
4. Deadline to submit Written Questions	Potential Offerors	October 25, 2024
5. Response to Written Questions	Procurement Manager	October 31, 2024
6. Submission of Proposal	Potential Offerors	November 15, 2024
DATES BELOW ARE SUBJECT TO CHANGE		
7.* Proposal Evaluation	Evaluation Committee	November 18th – November 22nd
8.* Selection of Finalists	Evaluation Committee	November 25, 2024
9.* Finalize Contractual Agreements	Agency/Finalist Offerors	November 26-December 6, 2024
10.* Contract Awards	Agency/ Finalist Offerors	Upon approval of Contract Review Bureau at GSD
11.* Protest Deadline	ECECD	+15 days

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

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico ECECD on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, at ececd.rfa@ececd.nm.gov, to have their organization placed on the procurement Distribution List. The form must be returned to the ECECD Buyer by 3:00 PM MST/MDT on the date indicated in Section II.A, Sequence of Events. Please indicate in your email subject line: “Acknowledgement of Receipt RFP#2024-0047”.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror’s representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference may be held as indicated in Section II.A, Sequence of Events, via Microsoft Teams at 10:00AM MST/MDT. Any potential offerors that wish to be attend a Pre-Proposal Conference may do so at the following link.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmUwMWYyNjEtY2Q5My00NmVmLWE3M2MtZTM4NzMwZjNhYjIy%40thread.v2/0?context=%7b%22id%22%3a%2204aa6bf4-d436-426f-bfa4-04b7a70e60ff%22%2c%22oid%22%3a%222aa4a2f0-184c-48dc-978a-d5efbcbf7c9c%22%7d

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered unofficial until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP by 12:00 PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager, via email at ececd.rfa@ececd.nm.gov, as declared in Section I.D. Questions shall be clearly

labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to: <https://www.nmeccd.org/grants-rfps-and-procurement-opportunities/>

6. Submission of Proposal

Only **electronic** proposal submissions are allowed. **Do not** submit hard copies until further notice.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Such electronic submissions will be considered sealed in accordance with statute.

Proposals must be submitted electronically via the email address provided. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile, or other electronic means other than through the email given, ***will not be accepted.***

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

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

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. Finalists will be comprised of the Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Organizational References, Section IV.B.3 Mandatory Specifications, and Section IV.B.4 Desirable Specifications.

9. Oral Presentations

N/A

10. Best and Final Offers

N/A

11. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval. ECECD will route the final awards through DocuSign for needed signatures.

13. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

Protest Office
ECECD Office of General Counsel

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

5. Amended Proposals

An Offeror may submit an amended proposal before the proposal due date. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, 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 addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

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

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. 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 proprietary or confidential information.

9. No Obligation

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

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 this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected 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's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract (APPENDIX C). However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract (APPENDIX C) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract (APPENDIX C). Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and the Evaluation Committee), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract 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.

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

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

17. Contract Deviations

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

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §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, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the

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

20. Change in Contractor Representatives

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

21. Notice of Penalties

The Procurement Code, §§13-1-28 through 13-1-199 NMSA 1978, imposes civil, and misdemeanor and felony 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 in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or ECECD.

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

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).

27. Use of Electronic Versions of this RFP

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

28. New Mexico Employees Health Coverage

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

29. Campaign Contribution Disclosure Form

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

30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E, which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit the signed Letter of Transmittal Form located in Appendix E will result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers;or

- c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to ECECD or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any

government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to ECECD or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, ECECD or Central Purchasing Officer may terminate the involved contract for cause. Still further ECECD or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the ECECD or Central Purchasing Officer.

32. New Mexico/Native American Resident Preferences

In accordance with §13-1-21(J) NMSA 1978, the New Mexico/Native American Resident Preferences shall not apply because the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. ELECTRONIC SUBMISSION

ONLY ELECTRONIC SUBMISSION VIA ECECD'S EMAIL IS PERMITTED

ececd.rfa@ececd.nm.gov

Any proposal that does not adhere to the requirements of this **Section II.B** and **Section III.C Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

Follow all submission instructions. Complete proposal upload prior to submission deadline. The Offeror must allow adequate time for uploads to be submitted electronically.

A submission that is not both: (1) fully complete; and (2) received by ECECD after the deadline, will be deemed late. Further, a submission that is not fully complete and received by ECECD after the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE OFFER CAN BE ACCEPTED.**

1. Electronic Submission Requirements

- a. Do not upload **.zip files** - In accordance with the State of New Mexico's Information Technology (IT) policies and procedures, we are unable to accept .zip files.
- b. **DO NOT password-protect proposal documents** – The ececd rfa email address is secure, and accessible only to the ECECD CPO and Procurement Manager. Confidential information must adhere to the requirements of Section II.C.8 and must be submitted pursuant to Section II.B.6.

Proposals must be submitted in the manner outlined below. The Technical and Cost portions of Offerors proposal must be submitted as **separate attachments**, and must be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload.

2. **Technical Proposals** – One (1) ELECTRONIC Email must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for Emailing.** *EXCEPTION: Single electronic files that exceed 20mb may be submitted as multiple Emails, which must be the least number of Emails necessary to fall under the 20mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

- a. **Confidential Information**: If Offeror’s proposal contains confidential information, as defined in Section I.F and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
 - i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F) versions for evaluation purposes; and
 - ii. One (1) **redacted** (def. Section I.F) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;
3. **Cost Proposals** – One (1) ELECTRONIC Email of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for Emailing**. *EXCEPTION: Single electronic files that exceed 20mb may be submitted as multiple Emails, which must be the least number of Emails necessary to fall under the 20mb limit.*

For technical support issues contact the Procurement Manager.

C. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror’s proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Disclosure Form
3. Table of Contents
4. Proposal Summary (Optional)
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror’s Additional Terms and Conditions (from Section II.C.16)
7. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
 - a. Organizational Experience
 - b. Organizational References (Optional: Offeror may include a list of its references)

- c. Mandatory Specifications
 - d. Desirable Specifications
8. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Forms- Line-Item Budget, Appendix D. and Proposal Summary Sheet, Appendix D.1.

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.
DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

Geographic Focus:

All counties will be considered for an award. Awards will be based on the most advantageous proposal(s), to all counties with prioritization to one or more SFCCNs that work in and with FCCH and GCCH providers within the City of Albuquerque, Dona Ana County, and Otero County.

Activities: Create a SFCCN to provide educational and technical support to FCCH and GCCH providers for them to sustain and grow their businesses. Each SFCCN shall serve a minimum of 15 licensed providers.

Contractor(s) shall:

- A. Create a SFCCN start-up plan within three months of signing the contract with ECECD that includes the network members, network recruitment, and network services set forth in the original proposal and as awarded by ECECD.
- B. For each provider in the SFCCN, develop goals based on business capacity and provide supportive services based on needs expressed by the FCCH and GCCH providers.
- C. Design or identify professional development training, as approved by ECECD, for the FCCH and GCCH providers in each Network.
- D. Host one or more professional development trainings each month, with at least one session per quarter focused on best business practices.
- E. Provide information on opportunities in obtaining Child Development Credential (CDC) to all child care providers participating in the network and provide additional support as needed.
- F. Provide each Network provider with at least 4 hours per month of individualized coaching online or in person to be determined by the offeror and network provider on relevant topics to the network's purpose and members, such as:
 1. Utilizing a child care management system (CCMS) and analyzing data from CCMS to support management of Iron Triangle metrics.
 2. Recruiting and serving families to receive care from providers in the SFCCN.
 3. Offer Network providers training and resources on business development.
- G. Connect interested Network providers with other ECECD-funded business coaches.
- H. Assist interested Network providers on enrolling in ECECD's Child and Adult Care Food Program (CACFP) and complying with its requirements.

- I. Support interested Network providers with preparing for and applying to offer New Mexico PreK through the competitive grant process managed by ECECD.
- J. Assist providers with completing a Child Care Finder webpage.
- K. Assist providers with onboarding and use of the ECECD Professional Development Integrated System (PDIS).
- L. Support Network providers to participate in EPICS, including assistance enrolling, entering and accessing data, and otherwise managing the provider portal.
- M. Provide technical assistance in family child care providers homes to support Quality Rating and Improvement System (QRIS) and program growth.
- N. Provide feedback to ECECD in a **quarterly** written report detailing:
 - 1. The utility of the New Mexico cost modeling tool for family child care providers.
 - 2. The quality improvement approach for FOCUS rating specific to family child care.
 - 3. Technical assistance needs of Family Child Care business owners, as well as systemic barriers that need to be addressed.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must** submit a narrative that describes each of the following:

- a. **Relevant expertise** with New Mexico child care providers. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge working with child care providers.
- b. **Level of familiarity** with the New Mexico Early Childhood Education ecosystem – including FOCUS, EPICS, child care subsidy, NM PreK and CACFP.
- c. Provide a brief bio of all **key personnel** Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel are identified as those who will be working on this project. The offeror must include key personnel education, work experience, and relevant certifications or licenses.
- d. **Experience** and understanding with Child Care Management Software, NM FOCUS TRAINING AND TECHNICAL ASSISTANCE (T/TA) system, and ability to help participating providers access needed supports
- e. Describe at least two project **successes and failures** of an engagement related to early childhood services. Include how each experience improved the Offeror’s services.

2. Organizational References

Three (3) external references from similar projects/programs, performed for private, state, or large local government clients within the last three (3) years should be received by the designee identified on APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”). Any submitted references must be received by the deadline stated on APPENDIX F.

The references to whom the Offeror provides the Questionnaire **must submit the Questionnaire directly to the designee identified on APPENDIX F. The references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed Questionnaires are submitted **on or before the deadline stated on APPENDIX F. NO LATE QUESTIONNAIRES CAN BE ACCEPTED.**

Offerors are encouraged to request that their chosen references provide detailed and informative comments.

The Offeror, itself, does not need to submit anything for this Specification in its proposal. The Offeror may, if it chooses, include a list of all organizations to whom Offeror sent the Organizational Reference Questionnaire (APPENDIX F).

3. Mandatory Specification

- a) **Project Plan:** Offerors should provide an overview of how they plan accomplish this project including a timeline as well as how recruitment will be done.
- b) **Logic Model:** Offeror should provide a logic model identifying network target population, strategies and network outcomes.
- c) **Training & Technical Assistance:** Offeror should provide examples of training and technical assistance that they have done in the past. Offeror should share how the trainings will be provided (i.e., virtual, in person or a mixture) and frequency of trainings and technical assistance.
- d) **Network Strategies:** Offeror should share specific strategies that plan to use for the network such as professional development trainings, coaching, mentoring, warm lines, etc.).
- e) **Outcome Metrics:** Offeror should describe outcomes they will track and how they will obtain them. Are there additional performance measures that Offeror would propose following. If so, provide details on those measures.

4. Desirable Specification

- a. Child Care Providers with more than 5 years of experience.
- b. Offerors who propose to work with Family Child Care Home providers in:
 - City of Albuquerque
 - Dona Ana County
 - Otero County

C. BUSINESS SPECIFICATIONS

1. Financial Stability

N/A

2. Performance Surety Bond

N/A

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

4. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

5. Oral Presentation

N/A

6. Cost

Offerors must complete the Cost Response Forms APPENDIX D and APPENDIX D.1. Cost will be measured by completing Appendix D., Line-Item Budget Form and Appendix

D.1 Proposal Summary Sheet. The cost calculation below will be used to evaluate the Proposal Summary Sheet (Appendix D1).

Lowest Responsive Offeror's Cost
----- X 50 Points
Each Offeror's Cost

All charges listed on APPENDIX D. Line-Item Budget must be justified and evidence of need documented in the proposal.

7. New Mexico/Native American Resident Preferences

N/A

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Evaluation Factors <i>(Correspond to Sections IV.B and IV.C)</i>	Points Available
B. Technical Specifications	700
B. 1. Organizational Experience (350 Points)	
a) Relevant Expertise	50
b) Level of Familiarity	50
c) Key Personnel	50
d) Experience	50
e) Successes and Failures	50
B. 2. Organizational References	100
B. 3. Mandatory Specification (350 Points)	
a) Project Plan	100
b) Logic Model	50
c) Training & Technical Assistance	50
d) Network Strategies	50
e) Outcome Metrics	50
B. 4. Desirable Specification (50 Points)	
a) Child Care Providers with more than 5 years of experience.	25
b) Working with Family Child Care Home Providers	25
C. Business Specifications	
C.1. Financial Stability	N/A
C.2. Performance Surety Bond	N/A
C.3. Letter Of Transmittal	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
C. 5. Oral Presentations	N/A
C.6. Cost (300 Points)	
Appendix D. Line-Item Budget	250
Appendix D.1. Proposal Summary Sheet	50
TOTAL POINTS AVAILABLE	1,000

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

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

The Offeror must provide a narrative to each section: Relevant Expertise, Level of Familiarity, Key Personnel, Experience and Successes and Failures. The Evaluation Committee will weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes. Points will be awarded to each section up to maximum points outlined in the Evaluation Point Summary. Points will be awarded based on the thoroughness and clarity of Offeror's response each section. A lack of response will result in zero (0) points awarded.

- a) **Relevant Expertise (Up to 50 Points)**
- b) **Level of Familiarity (Up to 50 Points)**
- c) **Key Personnel (Up to 50 Points)**
- d) **Experience (Up to 50 Points)**
- e) **Successes and Failures (Up to 50 Points)**

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

Points will be awarded based upon an evaluation of the responses to the questions provided on the Questionnaire (APPENDIX F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. References not received by the stated deadline on APPENDIX F will earn zero (0) points. For example: if two (2) references are received, the Offeror would only be eligible for a maximum of two-thirds (2/3) the total available points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information at the same time.

3. B.3 Mandatory Specifications (See Table 1)

The Offeror must respond to each section: **Project Plan, Logic Model, Training and Technical Assistance, Network Strategies, and Outcome Metrics**. Points will be awarded based on the thoroughness and clarity of Offeror's response each section. A lack of response will result in zero (0) points awarded. The Evaluation Committee will weigh

the Offeror's response in completing this project and their understanding of the purpose of SFCCNs. In addition, the evaluation committee will weigh the Offeror's response to providing the necessary training and technical assistance and their strategies to create a successful network of child care providers.

- a) **Project Plan (Up to 100 Points)**
- b) **Logic Model (Up to 50 Points)**
- c) **Training & Technical Assistance (Up to 50 Points)**
- d) **Network Strategies (Up to 50 Points)**
- e) **Outcome Metrics (Up to 50 Points)**

4. B.4 Desirable Specifications (See Table 1)

Up to **25 additional points** will be awarded to Offerors who have more than 5 years of experience working with child care providers and/or have experience specific to the scope of work.

Up to **25 additional points** will be awarded to Offeror who propose to work with providers in City of Albuquerque, Dona Ana County, or Otero County. Offerors must indicate all locations they are proposing to work with. 1/3 of the points in this section will be given for each location. Full points will be given if all locations are chosen.

- City of Albuquerque**
- Dona Ana County**
- Otero County**

5. C.1 Financial Stability (N/A)

6. C.2 Performance Bond (N/A)

7. C.3 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

8. C.4 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

9. C.5 Oral Presentation (N/A)

10. C.6 Cost (300 Total Points)

Cost will be measured by the **Line-Item Budget (250 Points)** submitted on **Appendix D.1** and **Proposal Summary Sheet**, submitted on **Appendix D.1. (50 Points)**.

The evaluation of each Offeror's **Proposal Summary Sheet** will be conducted using the following formula:

Lowest Responsive Offeror's Cost
----- X **50 Points**
Each Offeror's Cost

11. C.7. New Mexico/Native American Resident Preferences

N/A

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). 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

APPENDIX A

REQUEST FOR PROPOSAL

Staffed Family Child Care Network
RFP#2024-0047

ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Marlene Acosta, Procurement Manager

E-mail: ececd.rfa@ececd.nm.gov

Subject Line: Staffed Family Child Care Network RFP# 2024-0047

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: Governor Michelle Lujan-Grisham and Lieutenant Governor Howie Morales

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX C

DRAFT

The Agreement included in this Appendix C represents the contract the Agency intends to use to make an award(s) The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

STATE OF NEW MEXICO

EARLY CHILDHOOD EDUCATION AND CARE DEPARTMENT

Staffed Family Child Care Network

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **EARLY CHILDHOOD EDUCATION AND CARE DEPARTMENT**, hereinafter referred to as the “Agency,” and (**Name of Contractor**), hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

Contractor shall perform the work outlined in the **Scope of Work - Attachment 1**.

2. Compensation.

A. The Agency shall pay to the Contractor for services satisfactorily performed as outlined in the budget which is made part of this Agreement as **Attachment 2 – Budget**. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the 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, and to approval by the GSD/SPD. All invoices **MUST BE** received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

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

shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on **(DATE)** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

D. 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 by the Agency Cabinet Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor shall notify subcontractors that they are subject to Paragraph 19, Records and Financial Audit of this agreement.

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.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

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, NMSA 1978 §§ 13-1-28 through 13-1-199, 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 NMSA 1978, § 38-3-1 (G). 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 General Services Department/State Purchasing Division 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 have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

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:
State of New Mexico
Early Childhood Education and Care Department
Administrative Services Division
Attn: Contracts Unit
PO Drawer 5619
Santa Fe, NM 87502-5619

To the Contractor:
Name
Addresss
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.

26. Background Checks.

Agency contractors that have or could have primary custody of children for at least twenty hours per week are required under NMSA 1978, § 32A-15-1, *et seq.*; NMSA 1978 § 9-29-8(H); NMAC 8.9.6, *et. seq.* and other applicable regulations to have background checks completed on all operators, employees, staff members, volunteers or student interns. All Information Technology (IT) contractors are also required to undergo a background check. The contractor must comply with the fingerprint based criminal background investigation process, as per current ECECD policy. The applicant for the background check is required to pay all related fees. National as well as state abuse and neglect background checks on required individuals will be conducted in accordance with NMAC 8.9.6 and all other applicable state and federal regulations and standards. An eligibility letter must be in the IT contractor, contractor operator, employee, staff member, volunteer or student intern's personnel file prior to that individual having access to data or having any direct contact with children participating in programs delivered by the Agency or any contractor with the Agency.

27. Health Insurance Portability and Accountability Act of 1996.

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, and the terms in **Attachment 3, Business Associate Agreement**, which is attached and incorporated by reference.

28. Suspension and Debarment Form

The Contractor agrees to comply with the guidelines set forth in the Suspension and Debarment Form in **Attachment 4, Suspension and Debarment Form**.

29. Federal Award Identification

Federal award information provided to Contractor based on Uniform Grant Guidance requirements, Title 2 Subtitle A Chapter 2 Part 200 Subpart D Section 200.331. This information relates to **sub-recipients of Federal award** at the time of award in **Attachment 5, Federal Award Identification form**.

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

By: _____ Date: _____
Elizabeth Groginsky, Cabinet Secretary
Early Childhood Education and Care Department

By: _____ Date: _____
Agency's Legal Counsel – Certifying legal sufficiency

By: _____ Date: _____
Carmel Pacheco-Aragon, Chief Financial Officer
Early Childhood Education and Care Department

By: _____ Date: _____
(name of contractor)

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: **XX-XXXXXXX-XX-X**

By: _____ Date: _____
Taxation and Revenue Department

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: _____ Date: _____
GSD/SPD Contracts Review Bureau

Attachment 1 – Scope of Work

Geographic Focus:

All counties will be considered for an award. Awards will be based on the most advantageous proposal(s), to all counties with prioritization to one or more SFCCNs that work in and with FCCH and GCCH providers within the City of Albuquerque, Dona Ana County, and Otero County.

Activities: Create a SFCCN to provide educational and technical support to FCCH and GCCH providers for them to sustain and grow their businesses. Each SFCCN shall serve a minimum of 15 licensed providers.

Contractor(s) shall:

- A. Create a SFCCN start-up plan within three months of signing the contract with ECECD that includes the network members, network recruitment, and network services set forth in the original proposal and as awarded by ECECD.
- B. For each provider in the SFCCN, develop goals based on business capacity and provide supportive services based on needs expressed by the FCCH and GCCH providers.
- C. Design or identify professional development training, as approved by ECECD, for the FCCH and GCCH providers in each Network.
- D. Host one or more professional development trainings each month, with at least one session per quarter focused on best business practices.
- E. Provide information on opportunities in obtaining Child Development Credential (CDC) to all child care providers participating in the network and provide additional support as needed.
- F. Provide each Network provider with at least 4 hours per month of individualized coaching online or in person to be determined by the offeror and network provider on relevant topics to the network's purpose and members, such as:
 1. Utilizing a child care management system (CCMS) and analyzing data from CCMS to support management of Iron Triangle metrics.
 2. Recruiting and serving families to receive care from providers in the SFCCN.
 3. Offer Network providers training and resources on business development.
- G. Connect interested Network providers with other ECECD-funded business coaches.
- H. Assist interested Network providers on enrolling in ECECD's Child and Adult Care Food Program (CACFP) and complying with its requirements.
- I. Support interested Network providers with preparing for and applying to offer New Mexico PreK through the competitive grant process managed by ECECD.
- J. Assist providers with completing a Child Care Finder webpage.
- K. Assist providers with onboarding and use of the ECECD Professional Development Integrated System (PDIS).
- L. Support Network providers to participate in EPICS, including assistance enrolling, entering and accessing data, and otherwise managing the provider portal.
- M. Provide technical assistance in family child care providers homes to support Quality Rating and Improvement System (QRIS) and program growth.
- N. Provide feedback to ECECD in a **quarterly** written report detailing:

1. The utility of the New Mexico cost modeling tool for family child care providers.
2. The quality improvement approach for FOCUS rating specific to family child care.
3. Technical assistance needs of Family Child Care business owners, as well as systemic barriers that need to be addressed.

Attachment 2 – Budget

Funding Source: Federal Funds

The total amount of this agreement shall not exceed \$XX,XXX.00.

Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

Attachment 3 – Business Associate Agreement

This is a business associate agreement in compliance with 45 CFR Section 160.504(e)(2) of the HIPAA privacy rule. Contractor understands that it may be considered a business associate of the Agency under the HIPAA Privacy and Security Rules. Accordingly, the parties agree:

- The disclosures the Agency will make to Contractor of any information that identifies an individual and includes information about the individual's health (protected health information), whether in electronic or physical form, shall be limited to the minimum reasonably necessary for Contractor's delivery of services described in the Scope of Work to which the parties have agreed to in the Contract.
- Any disclosures by Contractor of any individual's protected health information inconsistent with this agreement are strictly prohibited and shall be cause for termination of the Contract. Contractor shall take all reasonable steps to avoid such disclosures, including but not limited to implementation of all practical administrative, physical and technical safeguards.
- After the expiration of this Contract, whether because a party has cancelled it, it is fully executed or for any other cause, Contractor shall return all documents containing any individual's protected health information to the Agency. Contractor also agrees that it shall take reasonable affirmative precautions to avoid any unauthorized disclosures of protected health information to third parties.
- Contractor understands that it is responsible for reporting unauthorized disclosures, including but not limited to electronic security violations, to the Agency's privacy office or the federal Office of Civil Rights. Contractor also understands it is responsible for reporting any other disclosure for purposes other than treatment, payment or operations to the Agency's privacy office.
- Contractor agrees to bind their agents and subcontractors to the terms of this agreement.
- Contractor understands an individual has the right to inspect and request changes to the protected health information the parties use or create and that an appropriate privacy officer and/or the federal Office of Civil Rights has the authority to inspect the parties' procedures for management of the individual's protected health information.

Attachment 4

Early Childhood Education and Care Department Suspension and Debarment Form

- A. Consistent with either 7 C.F.R. Part 3017, 2 C.F.R. 108 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this contract with the Early Childhood Education and Care Department [ECECD], known throughout this contract as “Agency”, the Contractor certifies by signing this form, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this contract, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.
- B. The Contractor’s certification in Paragraph A, above, is a material representation of fact upon which the Agency relied when this contract was entered into by the parties. The Contractor’s certification in Paragraph A, above, shall be a continuing term or condition of this contract. As such at all times during the performance of this contract, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this contract for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:
- (1) The Contractor shall provide immediate written notice to the Agency’s Program Manager if, at any time during the term of this contract, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances.
 - (2) If it is later determined that the Contractor’s certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the contract.
- C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract

will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the Agency when it requests subcontractor approval from the Agency. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the Agency may refuse to approve the use of the subcontractor.

By: _____
Contractor

Date: _____

Attachment 5

Early Childhood Education and Care Department Sub Recipient Federal Award Identification

As required by the federal Uniform Grant Guidance (UGG) Title 2: Grants and Agreements Subpart D §200.331 the following information is being provided:

1. Sub-recipient name:
2. Sub-recipient's Data Universal Numbering System (DUNS) unique number:
3. Federal Award Identification Number (FAIN):
4. Federal Award Date (§200.39):
5. Sub-award Period of Performance Start and End Date:
6. Amount of Federal Funds Obligated by this action:
7. Total Amount of Federal Funds Obligated to the sub-recipient:
8. Total Amount of the Federal Award committed to the sub-recipient by the pass-through entity:
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
11. Catalog of Federal Domestic Assistance (CFDA):
12. Identification of whether the award is Research and Development (R&D): Yes No
13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) Admin costs):
14. Requirements imposed by pass-through entity specific to Federal award requirements:

APPENDIX D

COST RESPONSE FORM

LINE-ITEM BUDGET

LINE-ITEM BUDGET INSTRUCTIONS

GENERAL:

Appendix D is a line-item budget to itemize funding requested from the ECECD for the contract year.

Unallowable costs include, but are not limited to, the purchase of lease or land; the purchase of vehicles; the purchase of buildings and structures; and major remodeling of buildings and structures. Capital purchases are not allowed under this grant.

SPECIFIC:

There are five (5) category totals and one grand total. The category totals are the sum of the following:

1. Personnel Expenses

Under Position/Title Description, list each staff position of the organization employed to carry out program-related activities separately and provide salary and percentage of effort as percentage of FTE devoted to this award. Each staff person's role listed in the budget must be described in the application narrative and each staff person mentioned in the narrative must be listed in the budget. The FTE listed should only be the FTE devoted to this award.

2. Personnel Fringe

Under Purpose/Description, identify the types of fringe benefits to be covered and the costs of benefits for each staff position. Allowable fringe benefits typically include Federal Insurance Contributions Act (FICA), State Unemployment Tax Act (SUTA), Worker's Compensation, Retirement, Health and Life Insurance, IRA and 401K. Either provide a calculation for total benefits as a percentage of the salaries to which they apply or list each benefit as a separate item. Holidays, leave and other similar benefits are not included in fringe benefit rates, but are absorbed into the personnel expenses (salary) budget line item.

3. Travel

Describe the purpose for which program staff will travel. Provide a calculation that includes itemized costs for airfare, transportation, lodging, per diem, and other travel-related expenses multiplied by the number of trips per staff member.

4. Supplies and Equipment

Include the amount of funds to purchase consumable supplies and materials. Purchase of any item (e.g., equipment) over \$5,000 are unallowable under this contract unless a written request is provided in advance and approved by ECECD.

5. Other Program Operating Costs

Allowable costs in this budget category include, when applicable, office or venue rental space; utilities; telephone; internet; printing; web-based design costs; postage; marketing/advertising; and other costs associated with fulfilling the project requirements.

****Administrative Costs**

Under this portion of the line-item budget, administrative costs must be limited to 10% and may be below 10%.

**APPENDIX D.
LINE-ITEM BUDGET FORM
RFP #2024-0047**

Offeror Name _____ Completed By _____

STAFFED FAMILY CHILD CARE NETWORK BUDGET FORM

1. Personnel Expenses			
Position/Title	FTE	Pay Rate	Total
Total			
Justification:			

2. Personnel Fringe Expenses		
Position/Title	Calculation	Total Amount
Total		
Justification:		

3. Travel Costs		
Purpose/Description	Calculation	Total Amount
Total		
Justification:		

4. Supplies and Equipment		
Purpose/Description	Calculation	Total Amount
Total		
Justification:		

5. Other Program Costs		
Purpose/Description	Calculation	Total Amount
Total		
Justification:		

Budget Subtotal	
**Administrative Cost (Maximum of 10%)	
Total Proposed Budget	

APPENDIX D.1

PROPOSAL SUMMARY SHEET

**Proposal Summary Sheet
RFP #2024-0047**

Name of Organization: _____

Address: _____

Authorized Contact Person/Title: _____

Telephone Number(s): _____

Authorized Contact Person's Email Address: _____

In response to this RFP, the Offeror is proposing the following total proposed costs to provide all services required under this RFP and resulting contract:

Total amount proposed/requested: \$ _____ /Year 1

Offeror's Authorized Signature and Title

Date

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E

Letter of Transmittal Form

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP#: 2024-0047

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

___ No.
 ___ Yes. Identify subcontractor/s: _____

4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

___ No.
 ___ Yes. Identify entity/-ies: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: _____ Date: _____

(Must be signed by the individual identified in item #2.A, above.)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Marlene Acosta at ececd.rfa@ececd.nm.gov by 3:00 PM MST/MDT on November 15, 2024, for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

****Late Submissions will not be accepted****

RFP # 2024-0047
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

Offeror, your name goes here

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the State of New Mexico, Early Childhood Education and Care Department via e-mail to:

Name: Marlene Acosta, Procurement Manager
Email: [eecd.rfa@eecd.nm.gov](mailto:eccd.rfa@eecd.nm.gov)

Forms must be submitted no later than **November 15, 2024, at 3:00 MST/MDT** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide thorough comments in response to the questions asked. The comments you provide will help the State of New Mexico evaluate the above-referenced Offeror’s service history, successful execution of services, and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager, Marlene Acosta at eccd.rfa@eecd.nm.gov or **505-660-9273**. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project/Service description	
Project/Service dates (start and end dates)	

QUESTIONS:

1. In what capacity have you worked with [Offeror name] in the past?
2. How would you describe [Offeror name]'s knowledge and expertise?
3. How would you describe [Offeror name] flexibility relative to changes in the project scope and timelines?
4. How satisfied are you with the materials/documentation produced by [Offeror name]?
5. How would you describe the dynamics/interaction between [Offeror name]'s personnel and your staff?
6. By name, please identify who are/were [Offeror name]'s principal representatives involved in your project. How would you describe your satisfaction with each representative, individually? Please provide a brief comment on the skills, knowledge, behaviors, or other factors on which you based your satisfaction.
7. How satisfied are/were you with the services rendered and/or products developed by [Offeror name]? Please provide a brief explanation as to why you were or were not satisfied.
8. With which aspect(s) of [Offeror name]'s services are/were you most satisfied? Please provide a brief explanation as to why you were satisfied.
9. With which aspect(s) of [Offeror name]'s services are/were you least satisfied? Please provide a brief explanation as to why you were dissatisfied.
10. Would you recommend [Offeror name]'s services to your organization again? Why or why not?
11. Is there any other information you wish to share regarding [Offeror name]?