

**Early Childhood Education and Care  
Department**

**REQUEST FOR PROPOSALS (RFP)**

**NEW MEXICO CHILD CARE GAP ANALYSIS**



**RFP #2024-0025**

RFP Release Date: March 5, 2024

Proposal Due Date: April 5, 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(s) through competitive negotiations to conduct an analysis of the existing supply and demand of child care across the State of New Mexico, including producing interactive data visualizations of the supply and demand analysis.

## **B. BACKGROUND INFORMATION**

New Mexico’s Early Childhood Education and Care Department (ECECD) has committed to create 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.” Under this objective, ECECD commits to conducting a detailed supply and demand study of available child care in the state and has received funding from the Conrad N. Hilton Foundation to do so.

ECECD will be accepting bids as part of the official state procurement process for an child care supply and demand study that must be comprehensive, incorporating information from existing administrative data on supply, and collecting new information from families, child care providers, and other key sources to understand the quality and availability of child care in the state compared to the demand.

ECECD will use this supply and demand analysis to develop funding, policy, and programmatic decisions to continue to improve the supply of child care across the state.

## **C. SCOPE OF PROCUREMENT**

ECECD is seeking proposals from qualified Offerors/Contractors to conduct the above-described supply and demand study that achieves, at minimum, the following:

- A. An analysis of the existing supply of child care by region (e.g., county, school district area, census tract, zip code) across the state of New Mexico including, but not limited to, the type of care (e.g., licensed center or home based, registered home based), age group in care, quality of existing care (as defined by Quality Rating and Improvement System), hours of service, and participation in the state Child Care Assistance program;
- B. An analysis of the demand by identified regions (e.g., county, school district area, census tract, zip code) of New Mexico based on family preference and need that includes stakeholder input;
- C. An analysis of geographic variability in both supply and demand across these identified regions, including which areas are most affected by any lack of supply or mismatch of supply and demand; and,

- D. Interactive data visualization tools, including but not limited to maps, that allows ECECD to visualize this supply and demand analysis by factors such as geography, race/ethnicity, income, and Social Vulnerability Index.

The resulting contract may be a **single** award.

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

This Contract will be effective for one year from date of award with the option to extend for one additional year. This Contract shall not exceed 2 years.

**Budget availability: Up to \$500,000.00**

#### **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@ECECD.nm.gov](mailto:marlene.acosta@ECECD.nm.gov)

1. **Any inquiries or requests** regarding this procurement should 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. “**Administrative Costs**” means costs incurred to support the functioning of the services provided not directly related to the labor costs.
2. “**Agency**” means the Early Childhood Education and Care Department, sponsoring this Procurement.
3. “**ECECD**” means The Early Childhood Education and Care Department
4. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
5. “**Award**” means the final execution of the contract document.
6. “**Business Hours**” means 8:00 AM through 5:00 PM MST/MDT, whichever is in effect on the date given.
7. “**Census Tract**” means the subdivision of counties for which the United States Census Bureau collects statistical data.
8. “**Child Care Finder**” means the application designed and managed by Wonderschool in partnership with ECECD, that allows parents and caregivers to search through child care programs statewide, filtering by location, age of child, quality rating, tuition, language and program type.
9. “**Child Care Assistance**” means the assistance program that subsidizes the cost of child care for families at or below 400% of the federal poverty level that are working, in school, or searching for employment.
10. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
11. “**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.

12. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
13. “**Contractor**” means any business having a contract with a state agency or local public body.
14. “**Interactive data visualization tools**” are interactive tools, including but not limited to maps, that allow users to filter and explore data analysis by geography and other factors.
15. “**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.
16. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
17. “**Electronic Submission**” means a successful submittal of Offeror’s proposal via the Email address given in this proposal.
18. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.
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. “**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.
22. “**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.
23. “**IT**” means Information Technology.
24. “**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.



25. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
26. “**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
27. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
28. “**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.
29. “**Procurement Manager**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
30. “**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.
31. “**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
32. “**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.
33. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
34. “**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.
35. “**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.
36. “**Sealed**” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been

damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

37. “**Social Vulnerability Index**” refers to an analytic methodology developed by the federal Center for Disease Control (CDC) and the Agency for Toxic Substances and Disease (ATSD) that determines the social vulnerability of every census tract. A number of factors, including poverty, lack of access to transportation, and housing, are used in the index.
38. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
39. “**State (the State)**” means the State of New Mexico.
40. “**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.
41. “**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
42. “**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.
43. “**Written**” means typewritten on standard 8 ½ x 11-inch paper. Larger paper 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 the electronic version of 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:

Reports and Plans from ECECD, including *Floreecer*, ECECD's 2022-2027 Strategic Plan  
<https://www.nmeccd.org/2021/12/17/report-and-plans/>

Transforming the Child Care Landscape: A Case Study of New Mexico  
<https://pn3policy.org/pn-3-state-policy-roadmap-2023/nm/>

## 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 and ECECD will make every effort to adhere to the following schedule. These dates are subject to change at the discretion of ECECD. Dates indicated in Events 6 through 12 are estimates only and may be subject to change without necessitating an amendment to the RFP.

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
1. Issue RFP	Agency	March 5, 2024
2. Acknowledgement of Receipt Form	Potential Offerors	March 18, 2024
3. Pre-Proposal Conference	Agency	March 18, 2024
4. Deadline to submit Written Questions	Potential Offerors	March 20, 2024
5. Response to Written Questions	Procurement Manager	March 22, 2024
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>April 5, 2024</b>
<b>DATES BELOW ARE SUBJECT TO CHANGE</b>		
7.* Proposal Evaluation	Evaluation Committee	April 8 – April 12, 2024
8.* Selection of Finalists	Evaluation Committee	April 15, 2024
9.* Finalize Contractual Agreements	Agency/Finalist Offerors	April 16-April 19, 2024
10.* Contract Awards	Agency/ Finalist Offerors	Upon approval by GSD Contracts Review Bureau
11.* Protest Deadline	Agency	+15 days

### 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](mailto:ececd.rfa@ececd.nm.gov), to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager 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#2024-0026”.

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 **will** be held as indicated in Section II.A, Sequence of Events, via Microsoft Teams at **2:00 PM** MST. Any potential offerors that wish to attend a Pre-Proposal Conference may do so at the following link. [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ODlkMGMjZTctODVjNy00ZDE1LTlkNGYtMDlhNGE1ZGRlYmY1%40thread.v2/0?context=%7b%22Tid%22%3a%2204aa6bf4-d436-426f-bfa4-04b7a70e60ff%22%2c%22Oid%22%3a%222aa4a2f0-184c-48dc-978a-d5efbcbf7c9c%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODlkMGMjZTctODVjNy00ZDE1LTlkNGYtMDlhNGE1ZGRlYmY1%40thread.v2/0?context=%7b%22Tid%22%3a%2204aa6bf4-d436-426f-bfa4-04b7a70e60ff%22%2c%22Oid%22%3a%222aa4a2f0-184c-48dc-978a-d5efbcbf7c9c%22%7d)

Meeting ID: 264 083 056 774 Passcode: tMHHD8

**Or call in (audio only)**

[+1 505-312-4308](tel:+15053124308).,555206281# United States, Albuquerque

Phone Conference ID: 555 206 281#

**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](mailto: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.nmececd.org/grants-rfps-and-procurement-opportunities/>

#### 6. Submission of Proposals



At this time, only **electronic** proposals submission is 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.3 Organizational References, and Section IV.B.4 Mandatory Specifications.

## **9. Oral Presentations**

Oral Presentations **will not** be held for this RFP.

## **10. 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.

## **11. 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.

## **12. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 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 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Protest Office  
ECECD Office of General Counsel  
PO Drawer 5619  
Santa Fe, NM 87502-5619

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, 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 offeror will make payments to only the prime contractor.

### **4. Subcontractors/Consent**

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



## 5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **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 Sections III.B.1.a.i and III.B.2.a.i, 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) 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. Such exceptions may cause a proposal to be rejected as nonresponsive

when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP 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.20. 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 unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

## **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.

## **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 an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
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 required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; 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 respond to ALL items as indicated above, 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 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 the 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 the 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, the ECECD or Central Purchasing Officer may terminate the involved contract for cause. Still further the 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 Preferences**

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors **must** include a copy of their preference certificate with their proposal.

Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

#### **A. New Mexico Business Preference**

A copy of the certification must accompany Offeror's proposal.

#### **B. New Mexico Resident Veterans Business Preference**

A copy of the certification must accompany Offeror's proposal.

**An agency shall not award a business both a resident business preference and a resident veteran business preference.**



### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

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

#### B. NUMBER OF COPIES

##### **ELECTRONIC SUBMISSION ONLY**

##### **1. Proposals in response to this RFP must be submitted to:**

[ececd.rfa@ececd.nm.gov](mailto:ececd.rfa@ececd.nm.gov)

**Proposals in response to this RFP must be submitted through ECECD's Email [ececd.rfa@ececd.nm.gov](mailto:ececd.rfa@ececd.nm.gov) ONLY.**

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.**

- 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.
- **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.**

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

## **C. PROPOSAL CONTENT AND ORGANIZATION**

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

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

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

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror’s Additional Terms and Conditions (from Section II.C.16 )
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2**)
  1. Organizational Experience (reference section for page limitation information)
  2. Organizational References
  3. Mandatory Specification

4. Financial Stability – (Financial information considered confidential, as defined in Section I.F. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section II.B.1.a.i or Section II.B.2.a.i, as applicable)
  5. New Mexico/Native American Resident Preferences (if applicable)
- H. Other Supporting Material (if applicable)

**Cost Proposal:**

1. Line-Item Budget (APPENDIX D)
2. Proposal Summary Sheet (APPENDIX D.1)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

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

The New Mexico’s Early Childhood Education and Care Department (ECECD) has committed to create 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.” Under this objective, ECECD commits to conducting a detailed supply and demand study of available child care in the state and has received funding from the Conrad N. Hilton Foundation to do so.

ECECD will be accepting bids as part of the official state procurement process for an child care supply and demand study that must be comprehensive, incorporating information from existing administrative data on supply, and collecting new information from families, child care providers, and other key sources to understand the quality and availability of child care in the state compared to the demand.

ECECD will use this supply and demand analysis to develop funding, policy, and programmatic decisions to continue to improve the supply of child care across the state.

#### Scope of Procurement

ECECD is seeking proposals from qualified Offerors/Contractors to conduct the above-described supply and demand study that achieves, at minimum, the following:

- A. An analysis of the existing supply of child care by region (e.g., county, school district area, census tract, zip code) across the state of New Mexico including, but not limited to, the type of care (e.g., center based, registered home based), quality of existing care, hours of service, and location of care;
- B. An analysis of the demand by regions (e.g., county, school district area, census tract, zip code) of New Mexico based on family preference and need that includes stakeholder input;
- C. An analysis of geographic variability in both supply and demand across these identified regions, including which areas are most affected by any lack of supply or mismatch of supply and demand; and,
- D. Interactive data visualization tools that allows ECECD to visualize this supply and demand analysis by factors such as geography, race/ethnicity, income, and Social Vulnerability Index.

The successful Offeror/Contractor shall contract with ECECD to provide all identified services and deliverables related to conducting the above-described analysis of child care. This includes gathering existing and new data to complete a statewide comprehensive analysis, producing reports on the analysis, and creating data visualization tools that will strengthen ECECD’s knowledge and understanding of the current state of child care supply. Each component is outlined further below.

A.1. Gathering and Collecting Data to Understand Supply and Demand, includes the following necessary components:

A.1.1. The Offeror/Contractors must meet with ECECD Data Bureau and other relevant staff to understand the current data elements collected by ECECD which include, but are not limited to: addresses of licensed child care facilities and registered home providers, languages spoken by provider, data on enrollment and hours of operation from the New Mexico Child Care Finder, and participation in Child Care Assistance by child age and home address, and to make official data request.

A.1.2. The Offeror/Contractor must provide a written plan to ECECD on the necessary data elements that must be collected and how each element will be collected.

A.1.3. The Offeror/Contractor must gather existing administrative and other data related to the supply of existing child care in the state, such as data on registered and licensed child care centers.

A.1.4. The Offeror/Contractor must propose an approach and collect data that addresses gaps in the current data on child care supply necessary to conducting above-described analysis, such as hours of operation, languages spoken by the providers and the families utilizing the services, etc.;

A.1.5. The Offeror/Contractor must gather existing data to support the understanding of New Mexican families' demand for child care;

A.1.6. The Offeror/Contractor must propose an approach to collect data to understand the demand for child care by engaging with stakeholders and proposing other innovative means for understanding demand. Demand information must be collected to ensure ECECD understands the variability in demand by geography and race/ethnicity; and,

A.1.7. The Offeror/Contractor must also collect information about how families learn about child care options in New Mexico.

A.2. Conduct Analysis of Child care Supply and Demand, includes the following necessary components:

A.2.1. The Offeror/Contractor must analyze the above collected data to produce a detailed report describing the current supply and demand of child care in New Mexico. The Offeror/Contractor must also develop gap measures in this report that address factors that relate to equity, such as supply and demand gaps based on race/ethnicity and geography;

A.2.2. The Offeror/Contractor must work with ECECD to develop recommendations based on this analysis and include those recommendations in the above-described written report;

A.2.2 The Offeror/Contractor must orally brief ECECD staff and other key groups, such as the Early Childhood Education and Care Advisory Council, and external stakeholders related to preliminary and final analysis upon request. This includes the Offeror/Contractor conducting a combination of in-person and online briefings. These briefings should support the audience gaining an understanding of the child care supply and demand in New Mexico, including proposals for necessary policy and funding actions to increase the supply of child care in the state; and,

A.2.3 The Offeror/Contractor must ensure that the above-described written analyses and select briefings are available in both English and Spanish, at minimum.

A.3. Create Data Visualization Tools, includes the following necessary components:

A.3.1. The Offeror/Contractor must create one or more methodologies of data visualization to support understanding of the above-described analysis, such as acuity of gaps in child care supply/demand. Visualizations must be interactive whenever possible. This must include a map of the supply and demand in the state, at minimum. Data visualization should support user understanding of the differences in supply or demand by the identified regions across the state.

#### A.4. Reporting on Progress to ECECD

A.4.1. The Offeror/Contactors must meet with ECECD as requested to provide regular updates on project progress.

A.5.1 The Offeror/Contractors must send weekly updates summarizing project progress to ECECD designated project lead to highlight accomplishments, barriers, and any support need from ECECD.

## B. TECHNICAL SPECIFICATIONS

### 1. Organizational Experience

**Organizational experience should not be more than 10 pages, double-spaced 12-point font, times new roman, 1inch margins).**

Offeror **must**:

- a) Provide a brief description of relevant (i.e., projects relating to the requirements in the Scope of Work) experience with state government and other related clients in local government or the private sector. The experience of any and all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts.;
- b) Provide a brief bio of all key personnel Offeror proposes to use in the performance of the resulting contract, should Offeror be awarded. Key personnel is identified as Project Principal, Project Manager, and any other Key Personnel deemed vital to the completion of the project. The offeror must include key personnel education, work experience, and relevant/applicable certifications/licenses.
- c) Describe two project successes and two project failures in related projects. Include how each experience improved the Offeror's services.

### 2. Organizational References

The offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state or large local government clients within the last three (3) years.

The offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and

- e) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

### 3. Mandatory Specifications

Offeror must describe its approach to completing the scope of work through a project implementation plan:

- a) **Project Narrative:** For the overall project, describe the outcomes expected from successful completion of the project and the Offeror’s approach to the contract;
- b) **Project Approach:** Provide a brief description that addresses the complete Scope of Work and includes how the Offeror will accomplish the item. Response should demonstrate Offeror’s understanding of the scope and expertise in the knowledge and skills required to complete the scope; and
- c) **Project Schedule:** Offeror must describe a preliminary schedule for the project in the form of a Gantt Chart, showing dependencies and detail sufficient to demonstrate understanding of the project, and any deliverables to be expected as a result of the activity. The Offeror may also provide a narrative description of the schedule.

## C. BUSINESS SPECIFICATIONS

### 1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

### 2. 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 respond to ALL items, as indicated in Section II.C.30**

**and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

### **3. 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.**

### **4. Cost**

Offerors must complete the Cost Response Forms in **APPENDIX D., Line-Item Budget and D.1., Proposal Summary Sheet**. The Line-Item Budget form requires a line-item budget to include all costs associated with delivery of the required services and a 10% cap on administrative costs. The proposal summary sheet should include total costs.

### **5. New Mexico/Native American Resident Preferences**

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.



## A. EVALUATION POINT SUMMARY

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

<b>Evaluation Factors</b> <i>(Correspond to Sections IV.B and IV.C)</i>	<b>Points Available</b>
<b>B. Technical Specifications (250 Total Points)</b>	
B. 1. Organizational Experience	150
B. 2. Organizational References	100
<b>B. 3. Mandatory Specification (550 Total Points)</b>	
<b>a) Project Narrative</b>	300
<b>b) Project Approach</b>	100
<b>c) Project Schedule</b>	150
<b>C. Business Specifications</b>	
C.1. Financial Stability	Pass/Fail
C.2. Letter Of Transmittal	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
<b>C.4. Cost (200 Total Points)</b>	
Line-Item Budget (Appendix D)	150
Proposal Summary Sheet (Appendix D.1)	50
<b>TOTAL POINTS AVAILABLE</b>	<b>1,000</b>
C.5. New Mexico / Native American Resident Preference	<b>80</b>
C.5. New Mexico / Native American Resident Veteran Preference Points per Section IV C.7	<b>100</b>

Table 1: Evaluation Point Summary

**Failure to complete and return the signed Letter of Transmittal and Campaign Contribution Disclosure Form will result in your proposal being disqualified and your proposal will not be considered.**

## **B. EVALUATION FACTORS**

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

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise, and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes. The maximum number of points awarded will be 150 points.

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

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix 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. Lack of a response will receive zero (0) points.

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

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

Points will be awarded to each section below based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the Offeror's response demonstration of knowledge and expertise pertaining to the project, understanding of what is required to complete the Scope of Work, and completeness of the Offeror's implementation plan. The maximum number of points awarded will be as follows:

- a) Project Narrative (300 Points)
- b) Project Approach (100 Points)
- c) Project Schedule (150 Points)

### **4. C.1 Financial Stability (Pass/Fail)**

Pass/Fail only. No Points assigned.

**5. C.2 Letter of Transmittal (Pass/Fail)**

Pass/Fail only. No points assigned.

**6. C.3 Campaign Contribution Disclosure Form (Pass/Fail)**

Pass/Fail only. No points assigned.

**7. C.4 Cost (200 Total Points)**

Cost will be measured by the **Line-Item Budget** submitted on **Appendix D. (150 Points)**

The evaluation of each Offeror’s **Appendix D.1., Proposal Summary Sheet** will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Offeror's Cost}} \times \text{Available Award } \mathbf{50 \text{ Points}}$$

**8. C.5 New Mexico/Native American Resident Preferences**

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

**A. New Mexico Resident Business Preference / Native American Resident Preference**

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

**B. New Mexico/Native American Resident Veteran Preference**

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

**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 will 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 the award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any factor may be grounds for rejection regardless of the overall score.

## **APPENDIX A**

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

# APPENDIX A

## REQUEST FOR PROPOSALS

Early Childhood Education and Care Department  
New Mexico Child care Gap Analysis  
RFP#2024-0025

### ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted **no later than 3:00 PM MST on March 18, 2024**. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposals, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX F.

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

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](mailto:ececd.rfa@ececd.nm.gov)

Subject Line: RFP#2024-0025

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, 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/or Lt. 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 CONTRACT**

**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

PROFESSIONAL SERVICES CONTRACT # \_\_\_\_\_

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **EARLY CHILDHOOD EDUCATION AND CARE DEPARTMENT (ECECD)**, 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.**

The Contractor shall perform the following work per Attachment 1, Scope of Work.

**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 **\$XX,XXX.00**. 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 XX/XX/XX 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 of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

**9. Release.**

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

**10. Confidentiality.**

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

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

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:  
[insert name, address and email].

**25. Authority.**

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

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

By: \_\_\_\_\_  
Agency

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Agency's Legal Counsel – Certifying legal sufficiency

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Agency's Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

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

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

By: \_\_\_\_\_  
Taxation and Revenue Department

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
GSD/SPD Contracts Review Bureau

Date: \_\_\_\_\_

## **Attachment 1-Scope of Work**

### **New Mexico Child care Gap Analysis**

The New Mexico's Early Childhood Education and Care Department (ECECD) has committed to create 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." Under this objective, ECECD commits to conducting a detailed supply and demand study of available child care in the state and has received funding from the Conrad N. Hilton Foundation to do so.

ECECD will be accepting bids as part of the official state procurement process for an child care supply and demand study that must be comprehensive, incorporating information from existing administrative data on supply, and collecting new information from families, child care providers, and other key sources to understand the quality and availability of child care in the state compared to the demand.

ECECD will use this supply and demand analysis to develop funding, policy, and programmatic decisions to continue to improve the supply of child care across the state.



#### **Scope of Procurement**

ECECD is seeking proposals from qualified Offerors/Contractors to conduct the above-described supply and demand study that achieves, at minimum, the following:

- A. An analysis of the existing supply of child care by region (e.g., county, school district area, census tract, zip code) across the state of New Mexico including, but not limited to, the type of care (e.g., center based, registered home based), quality of existing care, hours of service, and location of care;
- B. An analysis of the demand by regions (e.g., county, school district area, census tract, zip code) of New Mexico based on family preference and need that includes stakeholder input;
- C. An analysis of geographic variability in both supply and demand across these identified regions, including which areas are most affected by any lack of supply or mismatch of supply and demand; and,
- D. Interactive data visualization tools that allows ECECD to visualize this supply and demand analysis by factors such as geography, race/ethnicity, income, and Social Vulnerability Index.

The successful Offeror/Contractor shall contract with ECECD to provide all identified services and deliverables related to conducting the above-described analysis of child care. This includes gathering existing and new data to complete a statewide comprehensive analysis, producing reports on the analysis, and creating data visualization tools that will strengthen ECECD's knowledge and understanding of the current state of child care supply. Each component is outlined further below.

A.1. Gathering and Collecting Data to Understand Supply and Demand, includes the following necessary components:

- A.1.1. The Offeror/Contractors must meet with ECECD Data Bureau and other relevant staff to understand the current data elements collected by ECECD which include, but are not limited

to: addresses of licensed child care facilities and registered home providers, languages spoken by provider, data on enrollment and hours of operation from the New Mexico Child Care Finder, and participation in Child Care Assistance by child age and home address, and to make official data request.

A.1.2. The Offeror/Contractor must provide a written plan to ECECD on the necessary data elements that must be collected and how each element will be collected.

A.1.3. The Offeror/Contractor must gather existing administrative and other data related to the supply of existing child care in the state, such as data on registered and licensed child care centers.

A.1.4. The Offeror/Contractor must propose an approach and collect data that addresses gaps in the current data on child care supply necessary to conducting above-described analysis, such as hours of operation, languages spoken by the providers and the families utilizing the services, etc.;

A.1.5. The Offeror/Contractor must gather existing data to support the understanding of New Mexican families' demand for child care;

A.1.6. The Offeror/Contractor must propose an approach to collect data to understand the demand for child care by engaging with stakeholders and proposing other innovative means for understanding demand. Demand information must be collected to ensure ECECD understands the variability in demand by geography and race/ethnicity; and,

A.1.7. The Offeror/Contractor must also collect information about how families learn about child care options in New Mexico.

A.2. Conduct Analysis of Child care Supply and Demand, includes the following necessary components:

A.2.1. The Offeror/Contractor must analyze the above collected data to produce a detailed report describing the current supply and demand of child care in New Mexico. The Offeror/Contractor must also develop gap measures in this report that address factors that relate to equity, such as supply and demand gaps based on race/ethnicity and geography;

A.2.2. The Offeror/Contractor must work with ECECD to develop recommendations based on this analysis and include those recommendations in the above-described written report;

A.2.2 The Offeror/Contractor must orally brief ECECD staff and other key groups, such as the Early Childhood Education and Care Advisory Council, and external stakeholders related to preliminary and final analysis upon request. This includes the Offeror/Contractor conducting a combination of in-person and online briefings. These briefings should support the audience gaining an understanding of the child care supply and demand in New Mexico, including proposals for necessary policy and funding actions to increase the supply of child care in the state; and,

A.2.3 The Offeror/Contractor must ensure that the above-described written analyses and select briefings are available in both English and Spanish, at minimum.

A.3. Create Data Visualization Tools, includes the following necessary components:

A.3.1. The Offeror/Contractor must create one or more methodologies of data visualization to support understanding of the above-described analysis, such as acuity of gaps in child care supply/demand. Visualizations must be interactive whenever possible. This must include a map of the supply and demand in the state, at minimum. Data visualization should support user understanding of the differences in supply or demand by the identified regions across the state.

A.4. Reporting on Progress to ECECD

A.4.1. The Offeror/Contractors must meet with ECECD as requested to provide regular updates on project progress.

A.5.1 The Offeror/Contractors must send weekly updates summarizing project progress to ECECD designated project lead to highlight accomplishments, barriers, and any support need from ECECD.

**Attachment 2 – Budget**

**\*Budget will be set up based on Cost Reponses\***

### **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. The 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  
APPLICABLE/NOT APPLICABLE**

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:

\*\*\*\*END OF SAMPLE CONTRACT\*\*\*\*

## **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 seven (7) category totals and one grand total. The category totals are the sum of the following:

##### **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.

##### **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 (), 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.

##### **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.

##### **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.

##### **Contractual and Consultant Services**

Include costs for consultants related to the project's operations or subcontractors to be included as part of this project. Indicate the rates of pay and total costs proposed and the service(s) to be contracted.

**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 #2024-0025**

Offeror Name \_\_\_\_\_ Completed By \_\_\_\_\_

**CHILD CARE GAP ANALYSIS BUDGET FORM**

<b>1. Personnel Expenses</b>			
<b>Position/Title</b>	<b>FTE</b>	<b>Pay Rate</b>	<b>Total</b>
<b>Total</b>			

<b>2. Personnel Fringe Expenses</b>		
<b>Position/Title</b>	<b>Calculation</b>	<b>Total Amount</b>
<b>Total</b>		

<b>3. Travel Costs</b>		
<b>Purpose/Description</b>	<b>Calculation</b>	<b>Total Amount</b>
<b>Total</b>		

<b>4. Contractual and Consultant Services</b>		
<b>Purpose/Description</b>	<b>Calculation</b>	<b>Total Amount</b>
<b>Total</b>		

<b>5. Supplies and Equipment</b>

<b>Purpose/Description</b>	<b>Calculation</b>	<b>Total Amount</b>
<b>Total</b>		

<b>6. Other Program Costs</b>		
<b>Purpose/Description</b>	<b>Calculation</b>	<b>Total Amount</b>
<b>Total</b>		

<b>Budget Subtotal</b>	
<b>Administrative Cost (Maximum of 10%)</b>	
<b>Total Proposed Budget</b>	

**APPENDIX D.1**  
**PROPOSAL SUMMARY SHEET**

**APPENDIX D.1  
Proposal Summary Sheet  
RFP #2024-0025**

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:     \$ \_\_\_\_\_**

\_\_\_\_\_  
**Offeror's Authorized Signature and Title**

\_\_\_\_\_  
**Date**



## **APPENDIX E**

### **LETTER OF TRANSMITTAL FORM**

**APPENDIX E**

**Letter of Transmittal Form**

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)**

**RFP#: 2024-0025**

**1. Identify the following information for the submitting organization:**

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED ID#</b>	
<b>NM BTIN#</b>	

**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:**

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

\* 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. Use of subcontractors (Select one):**

- No subcontractors will be used in the performance of any resultant contract, OR  
 The following subcontractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

**4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)**

\_\_\_\_\_  
(Attach extra sheets, as needed)

**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.

\_\_\_\_\_, 20\_\_\_\_\_  
Authorized Signature and 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, [ececd.rfa@ececd.nm.gov](mailto:ececd.rfa@ececd.nm.gov) by 3:00PM MST/MDT on April 5, 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.

**RFP # 2024-0025**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

---

(Name of Offeror)

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

Name: Marlene Acosta  
 Email: [ececd.rfa@ececd.nm.gov](mailto:ececd.rfa@ececd.nm.gov)

Forms must be submitted no later than 3:00 PM MST/MDT on **April 5, 2024**, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

**For questions or concerns regarding this form**, please contact the State of New Mexico **Procurement Manager** at 505-660-9273, [ececd.rfa@ececd.nm.gov](mailto:ececd.rfa@ececd.nm.gov). When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

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

QUESTIONS:

1. In what capacity have you worked with this offeror in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the offeror's flexibility relative to changes in the project scope and timelines?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the offeror?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between offeror personnel and your staff?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the offeror's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:

7. How satisfied are/were you with the products developed by the offeror?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this offeror's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this offeror's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this offeror's services to your organization again?

COMMENTS: