

# **Early Childhood Education and Care Department**

## **REQUEST FOR PROPOSALS (RFP)**

### ***Family Infant Toddler (FIT) Campaign and Public Awareness***



**RFP#25-0154**

RFP Release Date: April 11, 2025

Proposal Due Date: May 9, 2025

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

# Table of Contents

<b>I. INTRODUCTION.....</b>	<b>5</b>
A.    PURPOSE OF THIS REQUEST FOR PROPOSALS .....	5
B.    BACKGROUND INFORMATION.....	5
C.    SCOPE OF PROCUREMENT .....	5
D.    PROCUREMENT MANAGER .....	5
E.    PROPOSAL SUBMISSION .....	6
F.    DEFINITION OF TERMINOLOGY.....	6
G.    PROCUREMENT LIBRARY .....	9
<b>II. CONDITIONS GOVERNING THE PROCUREMENT .....</b>	<b>10</b>
A.    SEQUENCE OF EVENTS .....	10
B.    EXPLANATION OF EVENTS .....	10
1. <i>Issue RFP</i> .....	10
2. <i>Acknowledgement of Receipt Form</i> .....	10
3. <i>Pre-Proposal Conference</i> .....	11
4. <i>Deadline to Submit Written Questions</i> .....	11
5. <i>Response to Written Questions</i> .....	11
6. <i>Submission of Proposal</i> .....	11
7. <i>Proposal Evaluation</i> .....	11
8. <i>Selection of Finalists</i> .....	12
9. <i>Oral Presentations</i> .....	12
10. <i>Best and Final Offers</i> .....	12
11. <i>Finalize Contractual Agreements</i> .....	12
12. <i>Contract Awards</i> .....	12
13. <i>Protest Deadline</i> .....	12
C.    GENERAL REQUIREMENTS.....	13
1. <i>Acceptance of Conditions Governing the Procurement</i> .....	13
2. <i>Incurring Cost</i> .....	13
3. <i>Prime Contractor Responsibility</i> .....	13
4. <i>Subcontractors/Consent</i> .....	13
5. <i>Amended Proposals</i> .....	13
6. <i>Offeror's Rights to Withdraw Proposal</i> .....	13
7. <i>Proposal Offer Firm</i> .....	14
8. <i>Disclosure of Proposal Contents</i> .....	14
9. <i>No Obligation</i> .....	14
10. <i>Termination</i> .....	14
11. <i>Sufficient Appropriation</i> .....	14
12. <i>Legal Review</i> .....	14
13. <i>Governing Law</i> .....	15
14. <i>Basis for Proposal</i> .....	15
15. <i>Contract Terms and Conditions</i> .....	15
16. <i>Offeror's Terms and Conditions</i> .....	15
17. <i>Contract Deviations</i> .....	16
18. <i>Offeror Qualifications</i> .....	16
19. <i>Right to Waive Minor Irregularities</i> .....	16
20. <i>Change in Contractor Representatives</i> .....	16
21. <i>Notice of Penalties</i> .....	16

22.	<i>Agency Rights</i> .....	16
23.	<i>Right to Publish</i> .....	16
24.	<i>Ownership of Proposals</i> .....	16
25.	<i>Confidentiality</i> .....	17
26.	<i>Electronic mail address required</i> .....	17
27.	<i>Use of Electronic Versions of this RFP</i> .....	17
28.	<i>New Mexico Employees Health Coverage</i> .....	17
29.	<i>Campaign Contribution Disclosure Form</i> .....	17
30.	<i>Letter of Transmittal</i> .....	18
31.	<i>Disclosure Regarding Responsibility</i> .....	18
32.	<i>New Mexico/Native American Resident Preferences</i> .....	19
<b>III. RESPONSE FORMAT AND ORGANIZATION</b> .....		<b>20</b>
A.	NUMBER OF RESPONSES .....	20
B.	ELECTRONIC SUBMISSION .....	20
C.	PROPOSAL CONTENT AND ORGANIZATION .....	21
<b>IV. SPECIFICATIONS</b> .....		<b>22</b>
A.	DETAILED SCOPE OF WORK .....	22
B.	TECHNICAL SPECIFICATIONS.....	23
1.	<i>Organizational Experience</i> .....	23
2.	<i>Organizational References</i> .....	23
3.	<i>Mandatory Specification</i> .....	24
C.	BUSINESS SPECIFICATIONS .....	24
1.	<i>Financial Stability</i> .....	24
2.	<i>Letter of Transmittal Form</i> .....	24
3.	<i>Campaign Contribution Disclosure Form</i> .....	24
4.	<i>Cost</i> .....	25
<b>V. EVALUATION</b> .....		<b>26</b>
A.	EVALUATION POINT SUMMARY .....	26
B.	EVALUATION FACTORS .....	26
1.	<i>B.1 Organizational Experience (See Table 1)</i> .....	26
2.	<i>B.2 Organizational References (See Table 1)</i> .....	26
3.	<i>B.3 Mandatory Specifications (See Table 1)</i> .....	27
4.	<i>C. 1 Financial Stability (See Table 1)</i> .....	27
5.	<i>C.2 Letter of Transmittal (See Table 1)</i> .....	27
6.	<i>C.3 Campaign Contribution Disclosure Form (See Table 1)</i> .....	27
7.	<i>C.4 Cost (See Table 1)</i> .....	27
C.	EVALUATION PROCESS .....	28
<b>APPENDIX A</b> .....		<b>29</b>
<b>ACKNOWLEDGEMENT OF RECEIPT FORM</b> .....		<b>29</b>
<b>APPENDIX B</b> .....		<b>31</b>
<b>CAMPAIGN CONTRIBUTION DISCLOSURE FORM</b> .....		<b>31</b>
<b>APPENDIX C</b> .....		<b>34</b>
<b>DRAFT CONTRACT</b> .....		<b>34</b>
<b>APPENDIX D</b> .....		<b>49</b>
<b>COST RESPONSE FORM</b> .....		<b>49</b>

APPENDIX D.....	50
COST RESPONSE FORM .....	50
RFP#2025-0154 .....	50
THE COST RESPONSE SHALL INCLUDE ALL CHARGES WHATSOEVER THAT THE CONTRACTOR INTENDS TO CHARGE ECECD FOR PROVIDING THE SERVICES SPECIFIED IN THE SCOPE OF WORK, INCLUDING NEW MEXICO GROSS RECEIPTS TAXES AND OTHER TAXES, RESEARCH, TRAVEL, AND INCIDENTAL AND OUT-OF-POCKET EXPENSES OF ANY KIND. <b>ECECD SHALL NOT PAY AMOUNTS THAT ARE NOT INCLUDED IN THE FEE PROPOSAL.</b> .....	50
APPENDIX E .....	51
LETTER OF TRANSMITTAL FORM .....	51
APPENDIX F .....	53
ORGANIZATIONAL REFERENCE QUESTIONNAIRE .....	53

# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of marketing services from a firm to develop and maintain a public awareness campaign for Early Intervention for the Early Childhood Education and Care Department (ECECD) Family Infant Toddler (FIT) program.

## **B. BACKGROUND INFORMATION**

The New Mexico Early Childhood Education and Care Department (ECECD) is the Lead Agency for Part C of the Individuals with Disabilities Education Act (IDEA). IDEA Part C is a federally entitled program that provides a system of supports and services for children with or at risk for developmental delay or disability and their families. The ECECD's Family Infant Toddler (FIT) program provides services to children and their families in New Mexico in accordance with Part C of IDEA. Per IDEA Part C, states must maintain a public awareness campaign to ensure easy access to developmental screening, and early intervention services for children who meet the eligibility criteria. This project will assist New Mexico to meet that requirement by maintaining and strengthening the public awareness materials that explain the IDEA Part C system in New Mexico.

## **C. SCOPE OF PROCUREMENT**

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively. The contract will be in effect from July 1, 2025, through June 30, 2026, with the option to extend up to three (3) additional years, on a year-by-year basis. This contract will not exceed four (4) years total.

This RFP will result in 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.

## **D. PROCUREMENT MANAGER**

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

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

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

## E. PROPOSAL SUBMISSION

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

## F. DEFINITION OF TERMINOLOGY

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

1. **“Agency”** means the Early Childhood Education and Care Department, sponsoring this Procurement.
2. **“Award”** means the final execution of the contract document.
3. **“Business Hours”** means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. **“Close of Business”** means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
5. **“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.
6. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
7. **“Contractor”** means any business having a contract with a state agency or local public body.
8. **“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.

9. **“Desirable”** – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers” identify a desirable or discretionary item or factor.
10. **“Early Intervention”** is a system of coordinated supports and services that promote the child’s age appropriate growth and development and supports families during the first three years of life.
13. **“Electronic Submission”** means a successful submittal of Offeror’s proposal via the Email address given in this proposal.
- 11.
12. **“Electronic Version/Copy”** means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be emailed.
13. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
14. **“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.
15. **“Family Infant Toddler” or FIT** means a statewide system at the Early Childhood Education and Care Department’s Family Supports and Early Intervention Division of early intervention for infants and toddlers (birth to third birthday) with or at risk of developmental delay and disability and their families.
16. **“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.
17. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
18. **“FIT Calendar”** is a calendar showing the days, weeks, and months of a particular year for the Family Infant Toddler Program with key events reflected on certain days during the year.
19. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
20. **“Individuals with Disabilities Education Act (IDEA) Part C” or “IDEA Part C”** is a federal law ensuring services to children with disabilities throughout the nation. IDEA governs how states and public agencies provide early intervention, special education, and related services to eligible infants, toddlers, children, and youth with disabilities. Infants and toddlers with disabilities (birth to third birthday) and their families receive early intervention services under IDEA Part C.
21. **“IT”** means Information Technology.
22. **“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.

23. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
24. **“Multiple Source Award”** means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
25. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
26. **“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.
27. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
28. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
29. **“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.
30. **“Provider”** means an organization that provides services for or to individuals with developmental or intellectual disabilities or specific related conditions.
31. **“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.
32. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
33. **“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.
34. **“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.
35. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully uploaded into ECECD’s eProNM system prior to the submission deadline stated in the RFP.
36. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.



37. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
38. **“State (the State)”** means the State of New Mexico.
39. **“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.
40. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
41. **“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.
42. **“Written”** means typed in standard 8 ½ x 11 inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

## G. PROCUREMENT LIBRARY

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

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

Other relevant links:

[FIT Materials Library](#)  
[IDEA Part C Regulations](#)

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	ECECD	April 11, 2025
2. Acknowledgement of Receipt Form	Potential Offerors	April 18, 2025
3. Deadline to submit Written Questions	Potential Offerors	April 21, 2025
4. Response to Written Questions	Procurement Manager	April 25, 2025
<b>5. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>May 9, 2025</b>
<b>DATES BELOW ARE SUBJECT TO CHANGE</b>		
6.* Proposal Evaluation	Evaluation Committee	May 12 <sup>th</sup> -May16 <sup>th</sup> , 2025
7.* Selection of Finalists	Evaluation Committee	May 19, 2025
8.* Finalize Contractual Agreements	Agency/Finalist Offerors	May 20 <sup>th</sup> -May30 <sup>th</sup> , 2025
9.* Contract Awards	Agency/ Finalist Offerors	Upon approval by Contract Review Bureau
10.* Protest Deadline	ECECD	+15 days

\*Dates indicated in Events 6 through 10 are estimates only and may be subject to change without necessitating an amendment to the RFP.

### B. EXPLANATION OF EVENTS

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

#### 1. Issue RFP

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

#### 2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, at [ececd.rfp@ececd.nm.gov](mailto:ececd.rfp@ececd.nm.gov), to have their organization placed on the procurement Distribution List. The form must be returned to the ECECD Buyer by 3:00 PM MST/MDT on the date indicated in Section II.A, Sequence of Events. 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#2025-0154”**.

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

N/A

### 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.rfp@ececd.nm.gov](mailto:ececd.rfp@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 Proposal

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

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

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

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

### 7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received.

During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **8. Selection of Finalists**

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

## **9. Oral Presentations**

N/A

## **10. Best and Final Offers**

N/A

## **11. Finalize Contractual Agreements**

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

## **12. Contract Awards**

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

## **13. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 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 directed to:

Protest Office  
Mark Dominguez, ASD Director  
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**

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

**2. Incurring Cost**

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

**3. Prime Contractor Responsibility**

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

**4. Subcontractors/Consent**

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

**5. Amended Proposals**

An Offeror may submit an amended proposal before the proposal due date. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

**6. Offeror's Rights to Withdraw Proposal**

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

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

## 7. Proposal Offer Firm

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

## 8. Disclosure of Proposal Contents

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

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

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

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

## 9. No Obligation

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

## 10. Termination

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

## 11. Sufficient Appropriation

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

## 12. Legal Review

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

### 13. Governing Law

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

### 14. Basis for Proposal

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

### 15. Contract Terms and Conditions

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

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

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

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

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

### 16. Offeror's Terms and Conditions

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

## **17. Contract Deviations**

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

## **18. Offeror Qualifications**

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

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **20. Change in Contractor Representatives**

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

## **21. Notice of Penalties**

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

## **22. Agency Rights**

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

## **23. Right to Publish**

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

## **24. Ownership of Proposals**

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



## 25. Confidentiality

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

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

## 26. Electronic mail address required

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

## 27. Use of Electronic Versions of this RFP

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

## 28. New Mexico Employees Health Coverage

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

## 29. Campaign Contribution Disclosure Form

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

### 30. Letter of Transmittal

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

Provide the following information:

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

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

### 31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial

- challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to ECECD or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to ECECD or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, ECECD or Central Purchasing Officer may terminate the involved contract for cause. Still further ECECD or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the ECECD or Central Purchasing Officer.

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

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

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

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

#### B. ELECTRONIC SUBMISSION

##### ONLY ELECTRONIC SUBMISSION VIA ECECD'S EMAIL IS PERMITTED

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

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

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

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

##### 1. Electronic Submission Requirements

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

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

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

- a. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files**:
  - i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F) versions for evaluation purposes; and
  - ii. One (1) **redacted** (def. Section I.F) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;

3. **Cost Proposals** – One (1) ELECTRONIC Email of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for Emailing**. *EXCEPTION: Single electronic files that exceed 20mb may be submitted as multiple Emails, which must be the least number of Emails necessary to fall under the 20mb limit.*

**For technical support issues contact the Procurement Manager.**

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

All proposals must be submitted as follows:

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

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

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

### **Cost Proposal:**

1. Completed Cost Response Form (APPENDIX D)

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**

Under the direction of the Cabinet Secretary or Designee, the Contractor shall deliver a Public Awareness Campaign about the ECECD Family Infant Toddler (FIT) Program. To accomplish this, Contractor shall:

In collaboration with ECECD FIT Program staff, develop 1) an assessment of perceived public awareness needs throughout the state for both referral sources and families; and 2) develop a method to address those needs. The Contractor shall:

1. Work with the FIT Program to determine potential referral sources to target.
2. Obtain approval from ECECD's Communications team on all materials, including promotional materials, prior to public distribution.
3. Prior to taking any photographs of families or FIT providers, the Contractor must obtain written consent for the ECECD to utilize the photo for public awareness materials using ECECD's Media Release. All photos taken under this agreement must be provided to the ECECD. Contractor shall comply with all relevant law under this Agreement, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
4. Meet with the ECECD Communications team annually for a branding review.

Develop public awareness and informational materials. The Contractor shall:

1. Work with the FIT Program to create a plan for the development of a public awareness campaign each year, including timelines for material development, and other public awareness and marketing activities.
2. Develop public awareness and informational material including, but not limited to print, Public Service Announcements, and promotional items as directed by the FIT Program staff.
3. Obtain approval from ECECD's Communications Team on all materials, including promotional materials, prior to public distribution.
4. Submit a digital copy of all materials in Spanish, Navajo, and English and any other language requested by the ECECD to ECECD's Communications Team in an electronic format.
5. Fulfill orders for FIT Program public awareness materials.
6. Store FIT public awareness materials at Contractor's office location and other storage facilities as necessary.
7. Maintain a current inventory of FIT public awareness materials with triggers for re-ordering when the inventory goes below a certain level.
8. As directed by ECECD program staff, ensure the timely gathering, assembly, packaging and shipping of custom orders to individuals and organizations that have requested public awareness materials.
9. Reorder existing promotional and informational materials as directed by FIT Program staff.
10. Ship orders with five (5) business days of receipt of the order from the FIT Program.
11. Maintain quality control steps to ensure fulfillment and delivery of public awareness materials.
12. Provide e-mail confirmation to the requestor that orders have been shipped, including notification if orders could not be filled due to lack of inventory.
13. Provide written Spanish and Navajo Translation for all FIT materials, with the exception of the Annual Report.
14. Produce a FIT Calendar for each calendar year with photographs of families and children enrolled in the FIT program, complying with the release procedure described above. Distribute calendars to FIT Programs, community partners, and the ECECD. Contractor shall comply with all relevant law under this Agreement, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

## B. TECHNICAL SPECIFICATIONS

### 1. Organizational Experience

Offeror **must**:

- a) Provide a brief description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of designed printed and digital materials to raise awareness about public service programs, such as Early Intervention. All design and printing services provided to private sector will also be considered;
- b) Provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as Leadership staff and design staff. Offeror must include key personnel education, work experience, and relevant certifications/licenses.
- c) Describe at least two project successes and two project failures of a public awareness campaign or design project. Include how each experience improved the Offeror's services.

### 2. Organizational References

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

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

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

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

### 3. Mandatory Specification

- a. Describe the Offeror's approach to creating a plan at the beginning of each fiscal year, with the ECECD that includes projects, timelines, and deliverables.
- b. Describe the Offeror's plan to collaborate with the ECECD on branding and design for FIT public awareness materials. Include specific knowledge of ECECD branding style.
- c. Describe the Offeror's plan to coordinate with the ECECD and its communications team when developing new materials. Include specific information about the use of photographs of families enrolled in FIT and how the Offeror will ensure that families make an informed decision before consenting to their child's photograph being used.
- d. Describe the Offeror's plan to print and distribute written materials in English, Spanish, and Diné and any other languages requested by the ECECD. Include details about how the Offeror plans to coordinate with local FIT Providers to ensure that all requests for public awareness materials are fulfilled in a timely manner.
- e. Describe the Offeror's plan to procure branded specialty items to be given out at events, conferences, and meetings with families and professionals.
- f. Describe the Offeror's storage space and capacity to store a large volume of public awareness materials and specialty items while waiting to ship items to specific providers.

## C. BUSINESS SPECIFICATIONS

### 1. Financial Stability

Points will be awarded based on the results of a risk assessment that will be performed in accordance with 2.60.4 NMAC on the Offeror's FDIC call report data or audited financial statements.

### 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 submit a signed 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 Form in APPENDIX D. Cost will be measured by completing Appendix D., Cost Response Form. The cost calculation below will be used to evaluate the Cost Response Form.

Lowest Responsive Offeror's Cost	
-----	X 300 Points
Each Offeror's Cost	

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

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

<b>Evaluation Factors</b> <i>(Correspond to Sections IV.B and IV.C)</i>	<b>Points Available</b>
<b>B. Technical Specifications (600 Total Points)</b>	
B. 1. Organizational Experience	100
B. 2. Organizational References	100
B. 3. Mandatory Specifications	
a. Project Planning	50
b. Design and Branding Alignment	50
c. Development of PA Materials	100
d. Printing and Distribution	100
e. Specialty Items	50
f. Storage Capacity	50
<b>C. Business Specifications (400 Total Points)</b>	
C.1. Financial Stability	100
C.2. Letter Of Transmittal	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
C.4. Cost (Appendix D)	300
<b>TOTAL POINTS AVAILABLE</b>	<b>1,000</b>

Table 1: Evaluation Point Summary

### 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.

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

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

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

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

Points will be awarded based on how clearly the offeror can articulate their plan to meet the specifications as outlined in the six questions below:

- a. **Project Planning:** points will be awarded based on the clarity and relevance of the offeror's description of their approach to planning for project success at the beginning of each fiscal year, in collaboration with the ECECD.
- b. **Design and Branding Alignment:** Points will be awarded based on the accuracy and clarity of the offeror's knowledge of current ECECD branding standards and on the offeror's description of their approach to collaborating with the ECECD's communications team.
- c. **Development of Public Awareness Materials:** Points will be awarded based on the clarity, thoroughness, and relevance of the offeror's description of their plan to develop public awareness materials that describe the FIT Early Intervention system in New Mexico.
- d. **Printing and Distribution:** Points will be awarded based on the quality of the offeror's plan to ensure timely printing and distribution of public awareness materials.
- e. **Specialty Items:** Points will be awarded based on the clarity and quality of the offeror's plan to procure high quality branded specialty items at a reasonable cost.
- f. **Storage Capacity:** Points will be awarded based on the offeror's capacity to store a large volume of materials as needed throughout the agreement.

### **4. C.1 Financial Stability (See Table 1)**

Points will be awarded based on the results of a risk assessment that will be performed in accordance with 2.60.4 NMAC on the Offeror's FDIC call report data or audited financial statements.

### **5. C.2 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

### **6. C.3 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

### **7. C.4 Cost (See Table 1)**

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

Cost will be measured by **Appendix D, Cost Response Form**.

The evaluation of each Offeror's **Cost Response Form** will be conducted using the following formula:

Lowest Responsive Offeror's Cost

----- X **300 Points**  
Each Offeror's Cost

## **C. EVALUATION PROCESS**

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

## **APPENDIX A**

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

## APPENDIX A

### REQUEST FOR PROPOSAL

**Family Infant Toddler (FIT) Marketing Campaign  
and Public Awareness  
RFP#2025-0154**

### ACKNOWLEDGEMENT OF RECEIPT FORM

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

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

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Submit Acknowledgement of Receipt Form to:**

To: Marlene Acosta, Procurement Manager

E-mail: [marlene.acosta@eeced.nm.gov](mailto:marlene.acosta@eeced.nm.gov)

Subject Line: FIT Marketing Campaign and Public Awareness RFP#2025-0154

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**



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

---

Signature

---

Date

---

Title (Position)

## **APPENDIX C**

### **DRAFT CONTRACT**

**The Agreement included in this Appendix C represents the contract the Agency intends to use to make an award. 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

*FIT Marketing Campaign and Public Awareness*

PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

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

**2. Compensation.**

A. The Agency shall pay to the Contractor for services satisfactorily performed as outlined in the budget which is made part of this Agreement as **Attachment 2 – Budget**. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$\_\_\_\_\_. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

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

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

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate **June 30, 2026** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term

for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

#### **4. Termination.**

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

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

#### **5. Appropriations.**

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

#### **6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to

employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

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

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Cabinet Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor shall notify subcontractors that they are subject to Paragraph 19, Records and Financial Audit of this agreement.

**9. Release.**

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

**10. Confidentiality.**

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

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

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

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

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

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

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee

of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

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

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

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

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

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

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

### **13. Amendment.**

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

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

### **14. Merger.**

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

**15. Penalties for violation of law.**

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

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

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

**20. Indemnification.**

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

**21. New Mexico Employees Health Coverage.**

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

certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

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

**22. Invalid Term or Condition.**

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

**23. Enforcement of Agreement.**

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

**24. Notices.**

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

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

To the Contractor:  
Vendor Name  
Street Address  
City, State, Zip  
Vendor contact email address

**25. Authority.**

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

**26. Background Checks.**

Agency contractors that have or could have primary custody of children for at least twenty hours per week are required under NMSA 1978, § 32A-15-1, *et seq.*; NMSA 1978 § 9-29-8(H); NMAC 8.9.6, *et. seq.* and other applicable regulations to have background checks completed on all operators, employees, staff members, volunteers or student interns. All Information Technology (IT) contractors are also required to undergo a



background check. The contractor must comply with the fingerprint based criminal background investigation process, as per current ECECD policy. The applicant for the background check is required to pay all related fees. National as well as state abuse and neglect background checks on required individuals will be conducted in accordance with NMAC 8.9.6 and all other applicable state and federal regulations and standards. An eligibility letter must be in the IT contractor, contractor operator, employee, staff member, volunteer or student intern's personnel file prior to that individual having access to data or having any direct contact with children participating in programs delivered by the Agency or any contractor with the Agency.

**27. Health Insurance Portability and Accountability Act of 1996.**

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

**28. Suspension and Debarment Form**

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

**29. Federal Award Identification**

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

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

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

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Contractor)

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

ID Number: **XX-XXXXXX-XX-X**

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

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

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

## **Attachment 1 – Scope of Work**

Under the direction of the Cabinet Secretary or Designee, the Contractor shall deliver a Public Awareness Campaign about the ECECD Family Infant Toddler (FIT) Program. To accomplish this, Contractor shall:

In collaboration with ECECD FIT Program staff, develop 1) an assessment of perceived public awareness needs throughout the state for both referral sources and families; and 2) develop a method to address those needs. The Contractor shall:

1. Work with the FIT Program to determine potential referral sources to target.
2. Obtain approval from ECECD's Communications team on all materials, including promotional materials, prior to public distribution.
3. Prior to taking any photographs of families or FIT providers, the Contractor must obtain written consent for the ECECD to utilize the photo for public awareness materials using ECECD's Media Release. All photos taken under this agreement must be provided to the ECECD. Contractor shall comply with all relevant law under this Agreement, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
4. Meet with the ECECD Communications team annually for a branding review.

Develop public awareness and informational materials. The Contractor shall:

1. Work with the FIT Program to create a plan for the development of a public awareness campaign each year, including timelines for material development, and other public awareness and marketing activities.
2. Develop public awareness and informational material including, but not limited to print, Public Service Announcements, and promotional items as directed by the FIT Program staff.
3. Obtain approval from ECECD's Communications Team on all materials, including promotional materials, prior to public distribution.
4. Submit a digital copy of all materials in Spanish, Navajo, and English and any other language requested by the ECECD to ECECD's Communications Team in an electronic format.
5. Fulfill orders for FIT Program public awareness materials. The Contractor shall:
6. Store FIT public awareness materials at Contractor's office location and other storage facilities as necessary.
7. Maintain a current inventory of FIT public awareness materials with triggers for re-ordering when the inventory goes below a certain level.
8. As directed by ECECD program staff, ensure the timely gathering, assembly, packaging and shipping of custom orders to individuals and organizations that have requested public awareness materials.
9. Reorder existing promotional and informational materials as directed by FIT Program staff.
10. Ship orders with five (5) business days of receipt of the order from the FIT Program.
11. Maintain quality control steps to ensure fulfillment and delivery of public awareness materials.
12. Provide e-mail confirmation to the requestor that orders have been shipped, including notification if orders could not be filled due to lack of inventory.
13. Provide written Spanish and Navajo Translation for all FIT materials, with the exception of the Annual Report.
14. Produce a FIT Calendar for each calendar year with photographs of families and children enrolled in the FIT program, complying with the release procedure described above. Distribute calendars to FIT Programs, community partners, and the ECECD. Contractor shall comply with all relevant law under this Agreement, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**Attachment 2 – Budget**

**The total amount of this agreement shall not exceed \$ \_\_\_\_\_.**  
**To be billed monthly.**

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

**Funding Source:**

### **Attachment 3 – Business Associate Agreement**

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

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

#### **Attachment 4**

##### **Early Childhood Education and Care Department Suspension and Debarment Form**

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

- C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the Agency when it requests subcontractor approval from the Agency. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the Agency may refuse to approve the use of the subcontractor.

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

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

## **Attachment 5**

### **Early Childhood Education and Care Department Sub Recipient Federal Award Identification *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:



**APPENDIX D**

**COST RESPONSE FORM**

# APPENDIX D

## COST RESPONSE FORM

RFP#2025-0154

ORGANIZATION NAME: \_\_\_\_\_

The cost response shall include all charges whatsoever that the Contractor intends to charge ECECD for providing the services specified in the Scope of Work, including New Mexico gross receipts taxes and other taxes, research, travel, and incidental and out-of-pocket expenses of any kind. ***ECECD shall not pay amounts that are not included in the fee proposal.***

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Composite Hourly Rate, 12 months				
Printing Expenses				
Shipping Expenses				
Subtotal				
Gross Receipts Tax (specify applicable rate)				
Total Fee				

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **APPENDIX E**

### **LETTER OF TRANSMITTAL FORM**

## ***APPENDIX E***

### ***Letter of Transmittal Form***

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

**RFP#2025-0154**

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

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED TIN#</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. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):**

☐ No.  
☐ Yes. Identify subcontractor/s: \_\_\_\_\_

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

☐ No.  
☐ Yes. Identify entity/-ies: \_\_\_\_\_

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

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

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
(Must be signed by the individual identified in item #2.A, above.)

## **APPENDIX F**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

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

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: **Marlene Acosta at [marlene.acosta@ececd.nm.gov](mailto:marlene.acosta@ececd.nm.gov) by May 9, 2025 at 12:00 PM MST/MDT** 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 # 2025-0154**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

Offeror, your name goes here

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

Name: Marlene Acosta, Procurement Manager

Email: [ececd.rfp@ececd.nm.gov](mailto:ececd.rfp@ececd.nm.gov)

Forms must be submitted no later than **12:00 PM MST/MDT on May 9, 2025**, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide thorough comments in response to the questions asked. The comments you provide will help the State of New Mexico evaluate the above-referenced Offeror's service history, successful execution of services, and evidence of customer/client satisfaction.

**For questions or concerns regarding this form**, please contact the **State of New Mexico ECECD Procurement Manager** at 505-660-9273 or [ececd.rfp@ececd.nm.gov](mailto:ececd.rfp@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/Service description</b>	
<b>Project/Service dates (start and end dates)</b>	

## QUESTIONS:

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

