



NEW MEXICO

Early Childhood

Education & Care Department

REQUEST FOR PROPOSALS

Infant and Toddler Contracted Slots Pilot Program

RFP #: 2026-1000

RFP Release Date: Monday, September 22, 2025

Proposal Due Date: Monday, October 20, 2025

Proposals must be submitted via email to:

eecd.rfp@eecd.nm.gov

TABLE OF CONTENTS

I.	INTRODUCTION.....	2
A.	PURPOSE OF THIS REQUEST FOR PROPOSALS	2
B.	BACKGROUND INFORMATION	2
C.	SCOPE OF PROCUREMENT.....	3
D.	PROCUREMENT MANAGER	3
E.	PROPOSAL SUBMISSION.....	3
F.	DEFINITION OF TERMS	4
G.	PROCUREMENT LIBRARY	7
II.	CONDITIONS GOVERNING THE PROCUREMENT.....	9
A.	SEQUENCE OF EVENTS.....	9
B.	EXPLANATION OF EVENTS	9
C.	GENERAL REQUIREMENTS.....	12
III.	RESPONSE FORMAT AND ORGANIZATION	21
A.	NUMBER OF RESPONSES	21
B.	ELECTRONIC SUBMISSION	21
C.	PROPOSAL CONTENT AND ORGANIZATION	22
IV.	SPECIFICATIONS.....	23
A.	DETAILED SCOPE OF WORK	23
B.	TECHNICAL SPECIFICATIONS.....	31
C.	BUSINESS SPECIFICATIONS	34
V.	EVALUATION	36
A.	EVALUATION POINT SUMMARY	36
B.	EVALUATION FACTORS	36
C.	EVALUATION PROCESS	38
VI.	APPENDICES.....	40
	APPENDIX A. ACKNOWLEDGEMENT OF RECEIPT FORM.....	41
	APPENDIX B. CAMPAIGN CONTRIBUTION DISCLOSURE FORM	42
	APPENDIX C. DRAFT CONTRACT TEMPLATE	44
	APPENDIX D. BUDGET	54
	APPENDIX E. LETTER OF TRANSMITTAL FORM.....	55
	APPENDIX F. ORGANIZATIONAL REFERENCES AND QUESTIONNAIRE	56
	APPENDIX G. PROVIDER INFORMATION FORM	59
	APPENDIX H. PROVIDER REQUIRED QUALIFICATIONS FORM.....	62
	APPENDIX I. PROVIDER PREFERRED QUALIFICATIONS FORM.....	63

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals is to solicit responses from **currently licensed** child care providers, with at least a 3-star FOCUS rating, and Nations, Pueblos, and Tribes who are willing to participate in the FOCUS rating program and interested in providing contracted slot services in the State of New Mexico. The contracted slots pilot program will prioritize providers serving infants and toddlers with developmental delays, families at or below 200% of the federal poverty level, and those residing in underserved geographic areas.

B. BACKGROUND INFORMATION

New Mexico's Early Childhood Education and Care Department (ECECD) has developed a contracted slots pilot program to support, expand, and improve infant and toddler care across the state called “contracted slots”, along with a streamlined enrollment process known as “presumptive eligibility”. Through “contracted slots”, ECECD will contract directly with child care providers to reserve slots or spaces for children receiving child care assistance and meet a specific quality standard in exchange for a guaranteed amount of funding each month.¹ The program aims to develop a sustainable contracting approach that increases high-quality child care supply and ensures access for eligible families. The addition of presumptive eligibility allows families to access care right away, based on a quick initial review of their situation, rather than waiting for full approval of their application.

Through the contracted slots pilot program, ECECD will enter into agreements with selected child care providers to fund a specific number of infant and toddler slots within the program that will be made available to families that qualify for the Child Care Assistance program. This stable and predictable funding gives child care programs the ability to invest in quality improvements. This model also seeks to improve access to high-quality care for targeted populations. Additionally, this model seeks to simplify the administrative process for families.

1. Contracted Slots & Presumptive Eligibility Model

Presumptive eligibility plays a key role in this pilot program by allowing children and families to receive child care assistance services immediately based on a short initial assessment of their eligibility, without waiting for the full verification process to be completed. This process is intended to prevent unnecessary delays, especially for vulnerable families who need care quickly. Selected child care providers will be responsible for recruiting, enrolling, and conducting the presumptive eligibility assessment, and continue to meet the required quality standards.

2. Pilot Program Goals

The goal of the program is to pilot an innovative, research-based, evidence-informed model to:

- Streamline family access and experience in the child care assistance program;
- Ease administrative burdens and wait times for eligibility determinations;

¹ For more information about contracted slots, see the federal [CCDF Rule explainer](#).

- Compensate child care providers to expand and increase the quality of infant/toddler care;
- Introduce a model that can be scaled, replicated and enhanced to serve more families statewide; and
- Strengthen the ECECD's ability to improve access for families and enable child care providers to deliver quality care and education.

C. SCOPE OF PROCUREMENT

1. The contract will be for one year from the date of award signed by the final signatory 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.
2. This RFP will result in multiple awards, collectively supporting services for approximately 1,500 infants and toddlers.
3. This procurement will result in contractual agreements between two parties; the procurement may **ONLY** be used by those two parties exclusively. The two parties to each contract will be ECECD and the awarded offeror.

D. PROCUREMENT MANAGER

Early Childhood Education and Care Department (ECECD) has assigned a Procurement Manager, responsible for the conduct of this procurement, whose name, address, telephone number and e-mail address are listed below:

Name: Mario Maes, Procurement Manager
 Telephone: (505) 660-7732
 Address: 1120 Paseo de Peralta, Santa Fe, NM 87501
 Email: ececd.rfp@ececd.nm.gov

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 ECECD.

Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.11. 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 TERMS

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

1. **“Agency”** means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
2. **“Assessment”** means the process of gathering information about a child, reviewing it, and then using it to plan educational activities that are at a level the child can understand and learn.
3. **“Award”** means the final execution of the contract document.
4. **“Business Hours”** means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given for State Government.
5. **“CLASS”** means a designated observation system to ensure objectivity and consistency in continuous quality improvement with framework, resources and guidance.
6. **“Close of Business”** means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given for State Government.
7. **“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.
8. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
9. **“Contracted Slot”** means a reserved space within a child care program that is funded and guaranteed for eligible families, ensuring consistent access to services.
10. **“Contractor”** means any business having a contract with a state agency or local public body.
11. **“Curriculum”** means the lessons and academic content taught in a school or specific course or program.
12. **“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
13. **“Desirable”** means the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
14. **“Developmental Assessment”** means a formal evaluation of a child’s development.
15. **“Electronic Submission”** means the Offeror’s proposal must be submitted via email to ececd.rfp@ececd.nm.gov.

16. **“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.
17. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
18. **“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.
19. **“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.
20. **“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.
21. **“FOCUS”** is a voluntary tiered quality rating and improvement system that works to strengthen early childhood programs serving children and their families in New Mexico and is open to all licensed child care programs.
22. **“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.
23. **“Individualized Education Plan (IEP)”** means a legally mandated document developed for children ages 3 years old and older who qualify for special education services under the Individuals with Disabilities Education Act (IDEA) and are delivered to a child for free to help them succeed at school.
24. **“Individualized Family Service Plan (IFSP)”** means a legal document and process designed to support infants and toddlers (from birth to age 3) who have developmental delays or disabilities.
25. **“IT”** means Information Technology.
26. **“License”** means a legal agreement where the owner of a technology grants permission to another party to use that technology under specified conditions.
27. **“Mandatory”** means 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.
28. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
29. **“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.
30. **“NM PreK”** means New Mexico’s state funded program for eligible 3 and 4-year-old children that offers high quality education in community-based and school-based settings.
31. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.

32. **"Pay Parity"** means individuals in the same job receive fair compensation relative to one another, regardless of their gender, ethnicity, or other distinguishing characteristics.
33. **"Placement Agreement"** means signed agreement for payment disbursement through the child care assistance program
34. **"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.
35. **"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.
36. **"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.
37. **"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.
38. **"Provider License"** means a document issued by ECECD to a child care program licensed and governed by 8.9.4 NMAC and granting the legal right to operate for a specified period of time.
39. **"Redacted"** means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
40. **"Request for Proposals (RFP)"** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
41. **"Research Based"** means any educational concept or strategy that is derived from or informed by objective academic research or metrics of performance.
42. **"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.
43. **"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.
44. **"Sealed"** means, in terms of electronic submission, an Offeror's proposal and all accompanying documents has been completely and successfully prior to the submission deadline stated in the RFP.

45. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
46. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
47. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
48. **“State (the State)”** means the State of New Mexico.
49. **“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.
50. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
51. **“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.)
52. **“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.
53. **“Web-based”** means an external application that is accessed via a web browser over the internet.
54. **“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:

RFP, Questions & Answers, RFP Amendments, etc.

- <https://www.nmeced.org/grants-rfps-and-procurement-opportunities/>

Other relevant links:

- <https://www.srca.nm.gov/parts/title08/08.00 9.0003.pdf>

- https://www.newmexicokids.org/wp-content/uploads/2021/06/Early_Learning_Guidelines_Birth_thru_Kindergarten_July_2014-2-1.pdf
- <https://web.ped.nm.gov/wp-content/uploads/2025/01/New-Mexico-Early-Learning-Guidelines-June-2020.pdf>
- <https://www.nmececd.org/about-ececd/>
- <https://www.nmececd.org/prek/>

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	09/22/2025
2. Acknowledgement of Receipt Form	Potential Offerors	09/30/2025
3. Pre-Proposal Conference	Agency	09/30/2025
4. Deadline to submit Written Questions	Potential Offerors	10/03/2025
5. Response to Written Questions	Procurement Manager	10/08/2025
6. Submission of Proposal	Potential Offerors	10/20/2025
Actions 7-11 Estimated Dates*		
7. Proposal Evaluation	Evaluation Committee	10/20 – 11/14/2025
8. Selection of Finalists	Evaluation Committee	11/28/2025
9. Finalize Contractual Agreements	Agency / Finalist Offerors	12/5/2025
10. Contract Awards	Agency / Finalist Offerors	12/18/2025
11. Protest Deadline	ECECD	01/02/2026

*These dates 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 Early Childhood Education and Care Department 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, Mario Maes, ececd.rfp@ececd.nm.gov, to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 3:00 PM MT on the date indicated in Section II.A, Sequence of Events.

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. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00PM MT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager 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.

4. 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).

The Questions and Answers will be posted to: <https://www.nmeccd.org/grants-rfps-and-procurement-opportunities/>

5. Submission of Proposal

Only **electronic** proposal submission is allowed. Proposals must be submitted electronically via email to [eecd.rfp@eecd.nm.gov](mailto:eccd.rfp@eecd.nm.gov). Refer to Section III.B.1 for instructions. Hard copy proposals submitted by mail or hand delivery, or facsimile or other electronic means other than through the email provided above, will not be accepted.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE VIA EMAIL NO LATER THAN 3:00 PM MT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. NO LATE PROPOSAL WILL BE ACCEPTED.

It is the Offeror's responsibility to ensure all documents are completely submitted electronically via email to [eecd.rfp@eecd.nm.gov](mailto:eccd.rfp@eecd.nm.gov) by the deadline set forth in this RFP. Please ensure that you, as the Offeror, **allow adequate time for large uploads and to fully complete your submittal by the deadline.** A submission that is not both: (1) fully complete; and (2) received via email by the deadline, will be deemed late. Further, a submission that is not fully complete and received via email by 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 OR INCOMPLETE PROPOSAL CAN BE ACCEPTED.**

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, 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.

6. 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.

7. 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. The finalists will be selected based on the highest cumulative scores as summarized in Section V.A, Evaluation Point Summary.

8. Oral Presentations

Finalist Offerors, as selected per Section II.B.7 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc.). The Agency will provide Finalist Offerors with an agenda and applicable details (such as scheduled presentation date and time, time limits, etc.) including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

9. 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.

10. Contract Awards

The award is subject to appropriate Department and State approval. 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.

11. Protest Deadline

Any protest by an Offeror must be submitted timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to Section 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 3:00 pm MT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below.

The protest must be directed to:

Shelley Strong
Protest Office
ECECD Office of General Counsel
PO Drawer 5619
Santa Fe, NM 87502-5619
ECECD-OGC@eecd.nm.gov

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:

Proprietary and Confidential information is restricted to:

- confidential financial information concerning the Offeror's organization; and
- information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.

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 Template (APPENDIX C). However, the contracting agency reserves the right to negotiate provisions in addition to those contained in 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 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 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. 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 SPD.

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.4, 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:

- <https://www.generalservices.state.nm.us/state-purchasing/active-itbs-and-rfps/active-procurements/>

or

- <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico&tap=PHX>

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:

- A. 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);
- B. Identify the Name, Title, Telephone, and Email 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)*;
- C. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
- D. 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
- E. 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 the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
 - D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
 - E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
 - F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent 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 State Purchasing Agent or Central Purchasing Officer.

32. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>. In accordance with §13-1-21(H) NMSA 1978, an agency shall not award both a resident business preference and a resident veteran business preference or a Native American resident business preference and a Native American resident veteran business preference.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. ELECTRONIC SUBMISSION

Only electronic submission, via ececd.rfp@ececd.nm.gov, is permitted.

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 both: (1) not 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.5.
- C. **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.*
- D. **Confidential Information:** If Offeror’s proposal contains confidential information, as defined in Section I.F and detailed in Section II.C., Offeror **must** submit **two (2) separate ELECTRONIC technical files:**
 - 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
 - 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.

For technical support issues contact the Procurement Manager.

C. PROPOSAL CONTENT AND ORGANIZATION

Offerors must submit the proposal on 8 ½ x 11-inch paper. Use readable fonts such as Calibri or Times New Roman in a 12-point size for body text and no smaller than 10-point for footnotes. Headings should be no larger than 14-point. Ensure appropriate margins, no larger than 1.0 inch on all sides. Please follow the word-count limits as indicated in Section IV.B.3 Provider Questions starting on page 32.

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.

Technical Proposal (in this order)

- Signed Letter of Transmittal (see APPENDIX E)
- Table of Contents
- Proposal Summary (Optional)
- Response to Contract Terms and Conditions (from Section II.C.15)
- Offeror's Terms and Conditions (from Section II.C.16)
- Responses to Specifications
- Organizational Experience
- Detailed Organizational Information
- 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, as applicable)
- New Mexico/Native American Resident Preferences (if applicable)

Appendices to be Included with the Proposal

Appendix A. Acknowledgement of Receipt Form

Appendix B. Campaign Contribution Disclosure Form

Appendix D. Budget

Appendix F. Organizational References and Questionnaire

Appendix G. Provider Information Form

Appendix H. Provider Required Qualifications Form

Appendix I. Provider Preferred Qualifications Form

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The Early Childhood Education and Care Department (ECECD) wishes to work with licensed child care facilities to provide quality contracted slot services in the State of New Mexico to infants and toddlers under three years of age.

1. Deliverables / Program and Contracted Provider Responsibilities:

Contracted Providers shall adhere to the following requirements in the administration of child care in the awarded classrooms:

- A. **State and Federal Laws.** Contracted providers must follow all state and federal laws in the operation of their child care.
- B. **Child Care Licensing Regulations.** Contracted providers must comply with all applicable child care licensing regulations, and remain in good standing
- C. **Enrollment Levels.** Contracted providers must commit to achieving and maintaining at least 90% enrollment levels as documented in EPICS within two months of contract execution throughout the entire contract period
- D. **FOCUS Rating.** The provider currently has a 3-Star FOCUS rating or higher and shall achieve a 5-STAR "FOCUS" rating across all FOCUS criteria within 18 months of the execution of this agreement. If any provisions of FOCUS are in conflict with the specified requirements of this agreement, the requirements of this agreement shall apply.
- E. **Staff to Child Ratios.** For the purpose of the contract slots pilot, ECECD will require the following staff to child ratio and group size be maintained in the awarded classrooms as follows during all hours of operation, including in vehicles during transportation.

2. Small Family Child Care Homes:

- A. The small family child care home licensed to care for a maximum of six children may have two children under two years of age.
- B. The small family child care home licensed to care for a maximum of six children may care for more than two but not exceed four children under the age of two when a second caregiver/teacher is present and the home is licensed to provide such care.
- C. The small family child care home caregiver's/teacher's own children as well as any other children in the home temporarily requiring supervision are included in the child to staff ratio. During nap time, at least one adult should be physically present in the same room as the children.

3. Large Family Child Care Homes:

The large family child care home licensed to care for a maximum of 12 children may care for up to four children under age two providing a second caregiver/educator is present in the home and the home is licensed to provide such care.

4. Child Care Centers:

Age	Max Child to Staff Ratio	Max Group Size
Less than 12 months	4:1	8
13 to 35 months	4:1	8

5. Space Requirements and Recommendations per Child

The designated area for children's activities must have a minimum of forty-two square feet of usable floor space per child. A usable floor space of fifty square feet per child is preferred. Usable, indoor floor space for the children's activity area depends on the design and layout of the child care facility, and whether there is an opportunity and space for outdoor activities.

This excludes floor area that is used for:

- Circulation (e.g., walkways around the activity area);
- Classroom support (e.g., staff work areas and activity equipment storage that may be adjacent to the activity area);
- Furniture (e.g., bookcases, sofas, lofts, block corners, tables and chairs); or
- Center support (e.g., administrative office, washrooms, etc.);

6. CACFP Program Participation

Contracted providers must participate in the USDA School Lunch Program or Child and Adult Care Food Program (CACFP). If not currently participating, contracted providers will be given a six (6) month grace period to apply.

7. Reporting and Monthly Submissions

- A. Reoccurring monitoring and monthly report submission will be required throughout the contract duration to ensure compliance and quality improvement efforts are appropriately managed at the site level.
- B. Contracted Providers will be expected to ensure all staff pay, classroom supplies (accounted for in all-inclusive monthly payments), finance, policies, and tasks comply with the contractual agreement.

8. Recruitment Plan

Programs must ensure equal access to services for all children and families by developing and implementing policies and procedures that prohibit discrimination based on race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, disability, or age. This commitment should be detailed in a Recruitment Plan that outlines strategies for maintaining 90% enrollment in the pilot program at all times. Contracted Providers should include specific tactics in their Recruitment Plan to ensure that, by the end of the contract, 20% of their enrollment consists of the most vulnerable, underserved families, as defined by New Mexico's Child Care Assistance Regulations, 8.9.3.9 Priorities for Assistance.

9. Enrollment Policies & Prioritization

- A. Contracted Providers must enroll eligible children as soon as a slot becomes available in the classroom.
- B. Contracted Providers will prioritize:
 - 1. Children requiring full day / full week of care.
 - 2. Younger children due to the pilot program's goal to support continuity of care from the earliest enrollment timeframe possible.
- C. Contracted Providers will prioritize enrollment across five groups in the following order:
 - 1. Already enrolled children with an active child care assistance program placement agreement.
 - 2. Eligible siblings of children currently enrolled.
 - 3. Children on the provider's waitlist who meet eligibility requirements outlined herein.
 - 4. Newly identified children in accordance with the eligibility requirements outlined within the provider's Recruitment Plan. 8.9.3 NMAC outlines the requirements for prioritizing child care assistance placements. Contracted Providers will be required to follow the prioritization structure found in the regulations. Please see the full language of the regulation <https://www.srca.nm.gov/nmac/nmregister/xxxiii/8.9.3.html>.
 - 5. Contracted Providers will prioritize enrollment to infants and toddlers with developmental delays. At least 10 percent of enrolled children should be children with documented developmental disabilities.
- D. Eligible children must be enrolled within 30 days of eligibility determination by the provider. The Contracted Provider must have a signed family agreement and application/interest form (provided by ECECD) onsite for each participating, enrolled child. This agreement will outline the attendance policies for the family.
- E. Contracted Providers must maintain full enrollment (90%) as demonstrated in EPICS two-months after contract execution with ECECD (and/or the 80th day of operation) and throughout the entire agreement period.
- F. For children already enrolled in the NM Child Care Assistance (CCA) program, families must be informed and agree to participate in the pilot program. The provider must then take the necessary steps to close the individual child care assistance program placement agreement within EPICS before enrolling the child formally into the pilot program.
- G. Children must not be displaced or disenrolled due to participation in this pilot.
- H. ECECD will withhold funds for unfilled vacancies in circumstances where a provider is not meeting the requirement to maintain full enrollment. Contracted Providers have 14 calendar days to fill any enrollment vacancies before ECECD may consider withholding funding.

10. Child Eligibility

- A. The Infant/Toddler Contracted Slots Pilot Program will require a two-phased eligibility process for families, beginning with Presumptive Eligibility determined by the provider and followed by full eligibility determined by ECECD staff after the child is enrolled.
- B. Eligible children will receive funding from the pilot program until they turn three years old, at which point they will transition into a PreK program. Note: a provider does not have to provide a PreK program to be eligible for the Infant Toddler Contracted Slots Pilot. A child will be deemed ineligible in Phase 2 only if their household income exceeds the requirements at the time of application (e.g., more than 200% of the Federal Poverty Level).

11. Data Entry & System of Record

Contracted Providers must update EPICS data by the end of the month whenever there is a change in classroom information, such as staffing or enrollment. This requirement applies throughout the entire contract duration.

12. Attendance

- A. Contracted Providers must monitor attendance and maintain records in a way that ensures the information is readily available upon ECECD's request. Contracted Providers should refer to NM's Child Care Assistance Regulations, 8.9.3 for more details on allowable absences, etc.
- B. If a child is chronically absent, unexcused for 14 consecutive calendar days, (exceeding the allowable absence limit as outlined in the Regulations), the provider must work with the family to develop strategies within an Attendance Action Plan (AAP) to help improve attendance.
- C. If a family pre-notifies the provider of a planned and excused non-attendance beyond 14 consecutive calendar days, the child can stay enrolled in the contracted slot for the period of non-attendance, not to exceed six weeks following the first date of nonattendance.

13. Curriculum & Instructional Practice

- A. Program curricula must be research and/or evidence based, culturally and linguistically responsive, and align with the NM Early Learning Guidelines (ELG): Birth through Kindergarten.
- B. Programs must use inclusive teaching and learning strategies, ensuring that curricula and assessments are designed and delivered to engage all children in meaningful, relevant, and accessible learning experiences.
- C. Classrooms will leverage and support each child's cultural and linguistic uniqueness to enhance their learning and development.
- D. Educators will promote the social-emotional competence of young children by implementing consistent, attuned, safe and responsive interactions.
- E. Classrooms will support children in understanding their emotions, developing social awareness, feeling and showing empathy for others, establishing healthy relationships, and making good decisions.

- F. Educators will create lesson plans based on the observed and documented interests and needs of the children.

14. Staff Development, Qualifications & PDP

- A. Per NM licensing standards, Professional Development Plans (PDPs) are required for all educators and staff in infant/toddler classrooms and must be updated throughout the year.
- B. All educators must have an Infant/Toddler Child Development Associate (CDA) or a New Mexico Child Development Certificate (CDC) at the time of award or within six months of being hired.
- C. Program teachers must participate in the consultant or coaching model of job-embedded professional development.
- D. In alignment with NM's licensing and PreK standards, staff must complete a minimum of 24 hours of professional development annually.

15. Staff Compensation

- A. Programs will be required to implement the Infant Toddler pay parity scale in accordance with the minimum qualification requirements. More information about the Infant Toddler Pay Parity Program can be found here: <https://eceedscholarship.org/infant-toddler-pay-parity-program/>
- B. If teachers do not meet the minimum qualifications at the time of the award, the difference in salary must be allocated towards professional development and technical assistance to help them obtain the required degree or certification.

16. Program Administration

- A. Administrators must have early childhood knowledge and experience or have onsite administrative personnel with early childhood knowledge and experience.
- B. Program administrators must provide a minimum of 30 minutes release time (without responsibility for direct supervision of children) for consultation with the assigned ECECD consultant or coach immediately following each visit.
- C. Infant/toddler teachers assigned to pilot classrooms must not be assigned to non-infant/toddler classroom duties during the day.
- D. Programs must report a change in staffing or long-term sub hire to ECECD within 10 days of hire/change.

17. Collaboration

- A. Contracted Providers will work together with their local community of early care and education providers, including Early Head Start (EHS) and Head Start (HS) programs, to coordinate services, avoid service saturation or duplication, and share waitlists. This collaboration aims to ensure that children have access to the program that best fits their needs while respecting family choice.

- B. Contracted Providers are reminded of their responsibilities to inform families of Head Start options, family home visiting, early intervention and other early childhood services available.
- C. Programs at capacity will share information on other opportunities in the community with families seeking services and/or families on their waitlist.

18. Family Engagement

- A. Contracted Providers must provide families with written information about the Pilot Program policies at the time of enrollment, annually thereafter, and three months before the child turns three years old.
- B. The Contracted Provider must have a signed agreement with all families enrolled in the Infant/Toddler Contracted Slots Pilot Program for the entire duration of their contract with ECECD. The family's signature indicates that they have received, read, and understood the policies related to the program.
- C. Contracted Providers must provide a minimum of 90 hours of family engagement activities. Activities and events must be shared with families in a timely manner prior to the events. Family engagement activities aside from home visits and family/educator conferences should be planned based on feedback from families and offered in a variety of formats to provide equity in participation and access.
- D. Family engagement activities must include:
 - 1. A minimum of one family home visit for each child prior to the start of school or within two weeks of enrollment for children who enroll after the start of the school year.
 - 2. Two family/teacher conferences that include a review of child's progress and learning; creation of joint goals with the family to support progress in all areas of development; results from development and health screenings; and transitioning planning.
- E. Programs must provide a family handbook to all enrolled families, written in plain language. Families should be involved in the development and review of the handbook. Efforts must be made to provide the handbook in the family's home language. The handbook must include, at a minimum: guidance policy, expulsion policy, philosophy, transition activities, and curriculum.

19. Transition Planning

- A. Contracted Providers must develop a written transition plan for children aging out of the infant/toddler pilot program.
- B. Contracted Providers must coordinate with families no later than three months prior to the child's third birthday to inform families of the options for Preschool/PreK.
- C. Families must be informed about the eligibility requirements for both the child care assistance program placement agreement and NM PreK programs, as well as the options for continuing care beyond their child's third birthday.
- D. Contracted Providers will assist families in completing an application for the NM PreK program or the 'Am I Eligible' system at least three months before the child turns three.
- E. For families planning to enroll their child in the NM PreK program at the same location offering infant/toddler contracted slots, the provider will be responsible for determining the

child's eligibility for NM PreK. The provider will follow ECECD's existing procedures for enrolling new children into the PreK program.

- F. Depending on the provider's program structure, a child can remain in their contracted slot while waiting to enroll in the PreK program. This extension can continue beyond the typical 36-month limit but cannot exceed 48 months total. However, if the child is enrolled in a mixed Infant Toddler classroom, this extended stay beyond 36 months is not possible.
- G. Coordination for children with an Individualized Family Service Plan (IFSP) / Individualized Education Plan (IEP) shall follow timelines established by IDEA.
- H. Eligibility will be reviewed or redetermined for a child based upon the program they plan to transition to (i.e. Head Start, PreK, CCDF) and those specified requirements.
- I. In circumstances where children will need PreK and CCDF wraparound care the redetermination for CCDF should occur annually and in-line with eligibility determination dates.

20. Classroom Observations & Continuous Quality Improvement (CQI)

- A. Every awarded classroom will receive up to two CLASS observations annually. The purpose of the observation is to identify areas to enhance and support children's learning and development and to strengthen adult-child interactions.
- B. Classrooms must have specific goals and objectives within a CQI Plan that is evaluated annually by ECECD. All program components will be evaluated, including professional development, family satisfaction, and children's progress using both formative and summative approaches.
- C. Programs must use various measures to evaluate compliance and quality, including child demographics and assessments, personnel qualifications, administrative practices, classroom assessments, and coaching and monitoring reports. A Continuous Quality Improvement (CQI) plan must be developed and implemented to address findings, incorporating a data analysis process focused on improving child outcomes.

21. ECECD Monitoring & Technical Assistance

- A. ECECD will monitor contracted slots providers onsite at least once per year and conduct monitoring through desk reviews of monthly reports. ECECD may monitor providers at any time.
- B. Any non-compliance issues, especially those related to enrollment and attendance, will be documented and addressed in a Corrective Action Plan (CAP) to help the provider resolve identified issues.

22. Hours of Operation

- A. Children that are determined eligible for the pilot should be enrolled full-time, for the entire duration of the program's operating hours regardless of their family's work/activity schedule. For example, if the program operates 7a-7p, the family's enrollment would mirror this schedule.

- B. Full day is defined as up to 12 hours of traditional child care or the maximum traditional care hours the program is opened in cases where it may be less than 12 hours, but no less than 10 hours per day.
- C. Program policies limiting the time a child can be enrolled (i.e. 10 hours/day) should not be applied to children supported through this pilot.
- D. Contracted Providers understand (and agree) that the infant/toddler slot covers a full day / full year of traditional child care.
- E. A full week is defined as five days/week (Monday-Friday).
- F. A full year is defined as the full school/contract year (September 1 through August 31).
- G. It is expected that only families requiring full-time child care (minimum 7 hours/day) will participate and be enrolled in this pilot program.
- H. Contracted Providers must notify their ECECD licensor of any unscheduled closures.

23. Program Fees

- A. A family on a contracted slot shall not be charged the difference between the provider's published rate and the amount of the contracted slot.
- B. Families using a contracted slot shall not be charged fees for program-related services. The only exception, as outlined in ECECD regulations 8.9.3., allows providers to charge families for incidental costs such as field trips, special lunches, or similar situations. These additional costs must not exceed the amount charged to private pay families.
- C. Policies related to fees shall be written, approved by ECECD and then provided to, and acknowledged by family at enrollment and reviewed annually.

24. Non-Traditional Care Hours

- A. Evening care, weekend care, or overnight care is considered non-traditional child care that does not qualify for funding under this pilot and would need to be supported through an individual child care assistance program placement agreement directly through ECECD.
- B. Children can be served by a provider through both a contracted slot for traditional hours in addition to a child care assistance program placement agreement for non-traditional care hours if needed.
- C. Children can be enrolled with two distinct providers in circumstances where non-traditional child care is not available at the Infant/Toddler Contracted Slots Pilot Program.
- D. Children cannot use both CCDF (voucher) and contract funding (pilot) for the same portion of the child care day.

25. Payment Practices

- A. Infant and toddler contracted slots payment rates were informed by a cost estimation model and with extensive statewide stakeholder engagement. It was developed in collaboration with fiscal experts and local stakeholders to set rates at a level that supports the true cost of delivering high quality early childhood education.

- B. Contracted Providers will be reimbursed for infant/toddler contracted slot services at the following rates:
 - Infants (0 - 23 months) @ \$33,833/infant per year or \$2,819.42/infant per month
 - Toddlers @ \$25,785/toddler per year or \$2,148.75/toddler per month
- C. Contracted Providers will submit a report each month over the course of the four-year contract term. Submission reports must be submitted 15 days prior to the first of the month, outlining number of children served along with retention plans in correspondence with the program and enrollment requirements.

26. Contract Duration and Terms

- A. ECECD will generate all contract documentation with awarded providers for their designated classrooms and associated infant/toddler slots.
- B. ECECD will contract with awarded providers for up to a four-year period. With New Mexico's cost modeling implemented into the monthly payments, ECECD will require providers to include Infant Toddler Pay Parity Scale for teachers, classroom supplies, and children's individual supplies (e.g., formula, diapers and wipes, and any other supplies that are required to meet the child's needs) into their Infant toddler classroom budgets funded by the pilot. Providers will not charge families fees for program related services.

27. Requirements for Child Care Assistance Programs

All terms and definitions with Title 8 Chapter 9 Part 3, Early Education and Care, Child Care Assistance: Requirements for Child Care Assistance Programs apply to this pilot except where explicitly noted within the Infant Toddler Contracted Slots Provider Manual.

28. Program Integrity

- A. Contracted Providers will submit a report each month over the course of the contract term. Monthly submission reports must be submitted 15 days prior to the first of the month, outlining number of children served along with retention plans in correspondence with the program and enrollment requirements.
- B. Contracted Providers shall commit to maintaining signed notification of services as provided by ECECD with all families and having an established handbook including all qualifications.

B. TECHNICAL SPECIFICATIONS

1. Child Care Facility Information

Respondents should complete APPENDIX G to provide their contact details and information about their facilities. All forms should be filled out and submitted as required. Partially completed forms will not be considered acceptable.

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 proposal due date as stated in Section II.A Sequence of Events.

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 Specifications

Attestations

Respondents must confirm they meet the required minimum program qualifications by checking each statement in the “Required Qualifications” section of **Appendix H-Provider Required Qualifications Form. Any provider that does not meet or agree to the minimum, required qualifications will not be considered for the Infant and Toddler Contracted Slot Pilot and should not apply.** Additionally, applicants should indicate if they meet the preferred qualifications by checking the applicable boxes in the “Preferred Qualifications” section for **Appendix I-Provider Preferred Qualifications Form.** All forms should be filled out and submitted as required. Partially completed forms will not be considered acceptable.

Provider Questions

Applicants must submit a narrative that answers all questions below. Applicants may copy and paste the questions from this document directly into another document to answer questions or may number their responses in alignment with the questions below.

Response Narrative for Provider Questions

Question	Points
1. New Mexico Child Care Assistance Program: Does your program participate in the New Mexico Child Care Assistance Program? (Yes, No) If “Yes”, please provide the percentage of children enrolled served within the child care assistance program at time of application	20
2. Local Environment (<i>Word limit: 200 words</i>): Does your program operate in a local area where infant/toddler care demand is high, and supply is limited? (Yes, No) (If “Yes”, please provide information about the need for infant/toddler care within the area(s) you are proposing to serve)	20

Question	Points
3. Children with developmental delays or disabilities (<i>Word limit: 500 words</i>): Does your program serve children ages 0-3 with developmental delays or disabilities? (Yes, No) (If “Yes”, Please provide additional written details on the types of services, interventions, and accommodations that your program provides to children and their families)	20
4. Staffing (<i>Word limit: 200 words</i>): Is your program fully staffed, with qualified instructors to serve children in the pilot program? (Yes, No) (If “No”, please provide additional written information on your instructor recruitment plan)	20
5. Staff Certification (<i>Word limit: 200 words</i>): Do all your educators working directly with infants and toddlers have an infant/toddler Child Development Associate (CDA) or Child Development Certificate (CDC) currently? (Yes, No) (If “No”, please provide a written plan detailing how any non-certified staff will receive CDA or CDC within 6 months)	20
6. Staff Development (<i>Word limit: 400 words</i>): Provide details on how your organization provides training and development to regularly improve the practice of its instructional staff. In your response, please confirm whether all Infant Toddler instructional staff have professional development plans (PDPs). If there are any staff members without PDPs, outline your organization's strategy to address this gap.)	50
7. Staff Compensation (<i>Word limit: 400 words</i>): Outline the actions your organization has taken so far to implement the Infant Toddler parity pay scale. Additionally, describe the steps your organization needs to take to achieve full compliance with this pay scale. More information about the Infant Toddler Pay Parity Program can be found here: https://eecd scholarship.org/infant-toddler-pay-parity-program/ .	50
8. Program History (<i>Word limit: 400 words</i>): List: <ul style="list-style-type: none"> • Number of years your organization has operated • Your program’s experience serving infant and toddler populations • Your leadership team's expertise in early childhood development 	50
9. Collaboration (<i>Word limit: 400 words</i>): Describe your approach to collaborating and maintaining partnerships with community early care and education providers, including but not limited to local Head Start, Early Head Start, Individuals with Disabilities Education Act (IDEA) Part B and C Services, evidence-based home visiting, Women Infants and Children (WIC), mental health consultation services, etc.	50
10. Recruitment Plan (<i>Word limit: 400 words</i>): Provide a comprehensive Recruitment Plan that demonstrates your strategy for achieving 90% enrollment while ensuring equitable access and representation of vulnerable populations. Specifically, outline your approach to: <ul style="list-style-type: none"> • Creating and enforcing fair policies to ensure equal service access for all demographic groups • Designing and using linguistically or culturally responsive recruitment methods • Recruiting and enrolling 20% of participants from the most underserved families, as defined by NM's Child Care Assistance Regulations 8.9.3.9 (See section in “Program Terms and Conditions” for more details on 8.9.3.9 regulations). 	50

Question	Points
<ul style="list-style-type: none"> Informing families about program availability through targeted communication strategies Establishing and managing an inclusive waitlist system that provides transparent information about community opportunities 	
11. Family Engagement Plan (Word limit: 500 words): Describe your family engagement approach and give examples of the way you engage families in your program. In your response, please include an outline of your approach to conducting family home visits and family/teacher conferences	50
12. Curriculum & Instructional Practice (Word limit: 500 words): Describe your program's curriculum and instructional approach. Please give examples of how your teaching strategies support child engagement, social and emotional development and observing children's interests and needs.	50
13. Transition Planning (Word limit: 500 words): Describe how your organization moves children across age groups. Please include details on how transitions will be coordinated for the children/family who enter and exit your program to and from other early learning programs.	50
14. Continuity of Care (Word limit: 500 words): Describe your program's approach to assure continuity of care. Please provide details on how classroom arrangements and setup will support children in building strong relationships with their teachers and peers.	50
TOTAL POINTS	550

C. BUSINESS SPECIFICATIONS

1. Financial Stability

To enable the Evaluation Committee to assess the financial stability of the Offeror, the Offerors must submit copies of the most recent years independently audited financial statements, to include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason.

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. Oral Presentation

If oral presentations are held, finalist Offeror(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation Committee may ask questions and/or seek clarifications. Finalist Offeror(s) will be required to provide a demonstration on the web-based assessment software. Pursuant to Section II.B.8, Oral Presentations may be held at the sole discretion of the Evaluation Committee.

5. Cost

Offerors must complete the Budget Form in APPENDIX D. The Line-Item Budget form requires a line-item budget to include all costs associated with delivery of the required services and a 10% cap on administrative costs.

6. New Mexico/Native American Resident Preferences

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

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 potential Offeror Proposals.

RFP CRITERIA	POINT VALUE
Attestation: Required Qualifications	Pass/Fail
Attestation: Preferred Qualifications	50
Response Narrative for Provider Questions	550
Total Points Available	600
New Mexico Resident Business Preference/Native American Resident Preference	48 (8%)
New Mexico/Native American Resident Veteran Preference	60 (10%)

B. EVALUATION FACTORS

1. Required Qualifications

The Offeror must attest to their compliance with all minimum required qualifications by responding to each requirement in APPENDIX H: Provider License, Conditions of Operations, Program Displacement, Program Enrollment, FOCUS Rating, Staff to Child Ratio, Infant Toddler Pay Parity Scale, Program Integrity, Hours of Operation and Federal Meal Programs.

The Evaluation Committee will review responses on a pass/fail basis. To receive a "Pass" designation, Offerors must clearly demonstrate that they:

- A. Maintain an active license in good standing with ECECD's Regulatory Division;
- B. Not under a current "conditions of operations";
- C. Commit to not displacing or disenrolling children because of the pilot initiative;
- D. Commit to achieving and maintaining at least 90% enrollment levels as documented in EPICS within two months of contract execution throughout the entire contract period;
- E. The provider currently has a 3-Star FOCUS rating or higher and agree to achieve a 5-STAR "FOCUS" rating across all FOCUS criteria within 18 months;
- F. Commit to the contracted slots staff: child ratio requirement which are stated herein;
- G. Understand that it will be required to implement the Infant Toddler pay parity scale in accordance with meeting the minimum, required qualifications;
- H. Commit to compliance with the notification of services, handbook and monthly reports;
- I. Program hours of operation must be at least 10 hours per day; and
- J. Must participate in the USDA School Lunch Program or Child and Adult Care Food Program (CACFP). If not currently participating, contracted providers will be given a 6-month grace period to enroll.

Failure to meet any single qualification will result in automatic disqualification from consideration. The Evaluation Committee may verify information provided through the ECECD's Regulatory Division records or other means. Any misrepresentation discovered during this verification process will result in disqualification.

2. Preferred Qualifications

The Offeror should provide responses to each preferred qualification section: New Mexico PreK Program, Program Expansion, Teacher Responsibilities, Minority Owned Business, and Women Owned Business. The Evaluation Committee will award points based on the Offeror's qualifications and commitments in each area.

A maximum of ten (10) points will be awarded for each of the following: (1) participation in the NM PreK program with percentage of enrolled children on vouchers; (2) commitment to implement new infant/toddler slots or classrooms; (3) commitment to maintaining infant/toddler teachers in pilot classrooms without assigning them to non-infant/toddler classroom duties during operating hours; (4) status as a Minority Business Enterprise (MBE); and (5) status as a Women-Owned Business (WBE).

For the Program Expansion qualification, five (5) points will be awarded if expansion plan is in place but lacks sufficient detail for a clear, actionable plan for expansion. For all other categories, points will be awarded on an all-or-nothing basis (10 points or 0 points).

Points will be awarded based on the thoroughness and clarity of the Offeror's response to each section. A lack of response for any question will result in zero (0) points awarded. The Evaluation Committee may verify information provided by the Offeror. The total possible points for Preferred Qualifications is fifty (50) points.

3. Response Narrative to Provider Questions (see Section IV.B.3)

The Offeror must provide detailed responses to each question in the Provider Questions section. This section consists of both 20-point questions (Questions 1-5) and 50-point questions (Questions 6-14). The Evaluation Committee will award points based on the completeness, quality, and specificity of the Offeror's responses according to the point structure outlined below.

20-Point Questions (Questions 1-5)

For Questions 1-5, up to twenty (20) points will be awarded per question based on the following criteria:

- **20 Points:** Responses that fully address the question with clear information demonstrating optimal operational conditions, such as: participating in the New Mexico Child Care Assistance Program; providing strong evidence of operating in high-demand/limited-supply areas; detailed information on services for children with developmental delays or disabilities; being fully staffed with qualified instructors; and having all educators with appropriate infant/toddler certifications.

- **10 Points:** Responses that partially address the question or demonstrate efforts toward improvement, such as: providing limited evidence of high demand/limited supply; offering basic information on services for children with disabilities; providing recruitment plans for staffing gaps; or having clear plans for staff certification.
- **0 Points:** Responses that fail to address the question, indicate no participation/compliance, or lack required explanatory information.

50-Point Questions (Questions 6-14)

For Questions 6-14, up to fifty (50) points will be awarded per question based on the following criteria:

- **50 Points:** Comprehensive responses that provide clear explanations with specific examples, demonstrating excellence in areas such as: staff development initiatives; progress toward pay scale compliance; program history and leadership expertise; active community partnerships; detailed recruitment strategies for vulnerable populations; robust family engagement approaches; well-defined curriculum aligned with standards; structured transition planning; effective continuity of care strategies; and clear plans for meeting staff-to-child ratio requirements.
- **38 Points:** Clear responses that provide descriptions with multiple examples but that lack the depth, specificity, or comprehensiveness of a 50-point response.
- **25 Points:** Basic descriptions with some examples but, lacks clarity or fails to address key components of the questions. Less than half of educators/staff have full and complete PDPs
- **13 Points:** Minimal or vague responses with no clear goals or examples. Educators/staff do not have PDPs with clear, specific goals.
- **0 Points:** No response provided.

Points will be awarded based on the thoroughness, clarity, and quality of the Offeror's response to each question. The Evaluation Committee may verify information provided by the Offeror. The maximum possible points for the Provider Questions section is six hundred (600) points; fifty (50) points for Preferred Provider Assurances, one hundred (100 points) for Provider Questions 1 - 5 and four hundred and fifty (450) points for Provider Questions 6 - 14.

The Evaluation Committee reserves the right to contact the Offeror for clarification of responses if needed. Offerors are encouraged to provide concrete examples, data, and specific details wherever possible to strengthen their responses and earn maximum points.

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.6.
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.10). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

VI. APPENDICES

- APPENDIX A. ACKNOWLEDGEMENT OF RECEIPT FORM
- APPENDIX B. CAMPAIGN CONTRIBUTION DISCLOSURE FORM
- APPENDIX C. DRAFT CONTRACT TEMPLATE
- APPENDIX D. BUDGET
- APPENDIX E. LETTER OF TRANSMITTAL FORM
- APPENDIX F. ORGANIZATIONAL REFERENCES & QUESTIONNAIRE
- APPENDIX G. PROVIDER INFORMATION FORM
- APPENDIX H. PROVIDER REQUIRED QUALIFICATIONS FORM
- APPENDIX I. PROVIDER PREFERRED QUALIFICATIONS FORM

APPENDIX A. ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSALS Infant and Toddler Contracted Slots Pilot Program

RFP #: 2026-1000

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			
EMAIL		PHONE	
ADDRESS			
	Street Address, City, State, Zip Code		

Submit Acknowledgement of Receipt Form to:

To: Mario Maes

Email: ececd.rfp@ececd.nm.gov

Subject Line: Infant and Toddler Contracted Slots

APPENDIX B. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

*This form must be included in the request for proposals and **must be completed** by any prospective contractor, whether or not they, their family member, or their representative has made any contributions subject to disclosure.*

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.

The following definitions apply:

1. **“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.
2. **“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.

3. **“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;
4. **“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.
5. **“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.
6. **“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

☐ **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:

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 Title (position) Date

—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 Title (position) Date

APPENDIX C. DRAFT CONTRACT TEMPLATE

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

(title of contract)

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 **Attachment 1 - Scope of Work.**

2. Compensation.

A. The Agency shall pay to the Contractor for services satisfactorily performed as outlined in the budget which is made part of this Agreement as **Attachment 2 – Budget**. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$_____. 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 with 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 **(DATE)** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

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

under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

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

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

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs

A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

A. 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.

- 1) The Contractor receiving state or federal funds from the Agency, shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If the Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, the Contractor shall comply with the audit requirements of the Single Audit Act. This includes the Contractor retaining its financial records for a period five years after the time the audit was released.
- 2) If the Contractor receives more than \$750,000 in federal funding, or more than \$750,000 from the Agency, in any single fiscal year, the Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.
- 3) The Contractor shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA's audit or opinion available to the Agency upon request.
- 4) Applicable annual financial reports shall be submitted to the Agency no later than six months following the close of the Contractor's fiscal year.
- 5) To ensure proper delivery and receipt, the Contractor shall submit their annual audit report or financial reports (if no audit was required to):

Early Childhood Education and Care Department
Administrative Services Division
Attn: Contracts Unit
P.O. Drawer 5619
Santa Fe, New Mexico 87502-5619

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 Business Name
Attn:
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 direct contact with children must 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.

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

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

Date: _____

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

Date: _____

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

Date: _____

By: _____
CONTRACTOR

Date: _____

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

ID Number: _____

By: _____
Taxation and Revenue Department

Date: _____

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

By: _____
GSD/SPD Contracts Review Bureau

Date: _____

Attachment 1 – Scope of Work

(Enter SOW)

Attachment 2 – Budget

The total amount of this agreement shall not exceed \$.

APPENDIX D. BUDGET

Respondents must complete the form below to provide the proposed number of infants and toddlers to be served. An incomplete budget table will disqualify the proposal.

1. Multiply the number of infants to be served by the annual rate of \$33,833 listed below to determine the total annual cost for all infants to be served.
2. Multiply the number of toddlers to be served by the annual rate of \$25,785 listed below to determine the total annual cost for all toddlers to be served.
3. Add the number of infants and toddlers to be served and enter the Total # of Children in row 3, then add the cost of the infants to the cost of the toddlers and enter the total cost in row 3.

	# of Children	Annual Rate	Total Cost
1. Infants		\$33,833	
2. Toddlers		\$25,785	
3. Total Request			

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 #: 2026-1000

1. Provide the following information for the organization submitting this proposal:

Offeror Name	
Mailing Address	
Phone	
FED TIN#	
NM BTIN#	

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

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

*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. Name the 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. Name the 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:

1. 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;
2. I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
3. I acknowledge receipt of any and all amendments to this RFP, if any.

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

Date: _____

APPENDIX F. ORGANIZATIONAL REFERENCES AND QUESTIONNAIRE

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

The 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: Mario Maes at ececd.rfp@ececd.nm.gov by October 20, 2025 by 3PM MT 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.

Reference #1

Contact name	
Contact title/position	
Organization	
Contact phone number(s)	
Contact e-mail address	

Reference #2

Contact name	
Contact title/position	
Organization	
Contact phone number(s)	
Contact e-mail address	

Reference #3

Contact name	
Contact title/position	
Organization	
Contact phone number(s)	
Contact e-mail address	

SEE NEXT PAGE FOR FORM TO BE COMPLETED BY REFERENCES.

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

This form is being submitted to you/your company for completion as a reference for the Offeror (child care provider/organization) listed below.

RFP #:	2026-1000
RFP Title:	Infant and Toddler Contracted Slots Pilot Program
Offeror Name:	

Submit this Questionnaire via e-mail to:

- Name: Mario Maes
- Agency: The State of New Mexico Early Childhood Education and Care Department
- Email: ececd.rfp@ececd.nm.gov
- Forms must be submitted no later than Monday, October 20, 2025 by 3 PM MT.

Instructions:

- Answer all questions in the table below. 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.
- Forms **must not** be returned to the organization requesting the reference.
- For questions or concerns regarding this form, please contact the Procurement Manager, Mario Maes, at (505) 660-7732 or ececd.rfp@ececd.nm.gov. When contacting the Procurement Manager, include the RFP number provided at the top of this page.

Contact name	
Contact title/position	
Organization	
Contact phone number(s)	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with the Offeror in the past? Please name the project, contract, or situation.
2. How would you describe the Offeror's knowledge and expertise in the field of child care?

3. By name, please identify who are/were the Offeror'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.
4. How would you describe the dynamics/interaction between the Offeror's personnel and your staff?
5. How would you describe the Offeror's flexibility relative to any changes in the project, contract, or situation scope and timelines?
6. How satisfied are/were you with the services/materials/documentation produced by the Offeror? Please provide a brief explanation as to why you were or were not satisfied.
7. With which aspect(s) of the Offeror's services are/were you most satisfied? Please provide a brief explanation as to why you were satisfied.
8. With which aspect(s) of the Offeror's services are/were you least satisfied? Please provide a brief explanation as to why you were dissatisfied.
9. Would you recommend the Offeror's services to your organization again? Why or why not?
10. Is there any other information you wish to share regarding the Offeror?

APPENDIX G. PROVIDER INFORMATION FORM

Respondents must complete the form below to provide their contact details and information about their facilities. Incomplete proposals will not be considered.

Please complete a copy of this form for any additional facilities where you are requesting slots.

1. Provider Introduction:

Provider Primary Business Name	
Address (Address, City, State, Zip)	

2. Provider Facilities (for each facility for which you are applying to offer infant/toddler slots):

Provider Facility #1 Name	
Address (Address, City, State, Zip)	
EPICS ID (for this facility)	
Current Star Level (for this facility)	

Provider Facility #2 Name	
Address (Address, City, State, Zip)	
EPICS ID (for this facility)	
Current Star Level (for this facility)	

Provider Facility #3 Name	
Address (Address, City, State, Zip)	
EPICS ID (for this facility)	
Current Star Level (for this facility)	

3. Provider Contacts:

Director of the facility or the family child care owner responsible for overseeing child care services	
Name	
Title	
Email	
Phone Number	

Administrator who will ensure finances, policies, and tasks comply with the contractual agreement	
Name	
Title	
Email	
Phone Number	

4. Provider Type:

- ☐ Family Child Care Home
- ☐ Group Child Care Home
- ☐ Center-Based Child Care

5. Provider Capacity:

Provide the following details about your operations (at time of application). Please note the following age ranges as you complete the table:

- Infants: 6 weeks to 12 months
- Combined Age Group (Type 1): 6 weeks to 24 months
- Toddlers: 12 months to 24 months
- Combined Age Group (Type 2): 18 months to 35 months

Indicator	Facility 1	Facility 2	Facility 3
# of provider administrative staff			
# of Provider instructional Staff			
# of total children served (all age groups)			
# of total children serviced with IFSPs			
# of infant-only classrooms			
# of toddler-only classrooms			
# of combined age group classrooms type 1			
# of combined age group classrooms type 2			
Total # of total infant toddler classrooms			
# of total infants on waitlist for programs			
# of total toddlers on waitlist for programs			
Total # of infants and toddlers on waitlist for programs			
# of infants in program			
# of toddlers in program			
Total # of infants and toddlers in program			
# of infants enrolled through Child Care Assistance in program			
# of toddlers enrolled through Child Care Assistance in program			
Total # of infants and toddlers enrolled through Child Care Assistance			
# of children who would qualify for pilot program (estimated)			
# of total slots requested			

6. Proposed Slots for Pilot:

Complete the following questions for each facility where you are proposing contracted slots.

Indicator	Facility 1	Facility 2	Facility 3
Infants (ages up to 24 months)			
# of converted tuition-based slots			
# of converted child care assistance slots			
# of converted slots from another age group			
# of added slots from newly enrolled infants			
Total # of proposed infant slots			
Toddlers (ages between 24 and 35 months)			
# of converted tuition-based slots			
# of converted child care assistance slots			
# of converted slots from another age group			
# of added slots from newly enrolled toddlers			
Total # of proposed toddler slots			

Please copy and complete the table above for each additional individual facility where you are requesting slots.

APPENDIX H. PROVIDER REQUIRED QUALIFICATIONS FORM

Respondents must confirm they meet the required minimum program qualifications by checking each statement in the “Required Qualifications” section below. **Any provider that does not meet or agree to meet the minimum, required qualifications will not be considered for the Infant and Toddler Contracted Slot Pilot and should not apply. Any provider that is awarded a contract and does not meet the requirements within the allotted timeframe, or later fails to meet one or more of the requirements, may be removed from the pilot program.**

Required Qualifications

Provider Attestation	ID	Qualification	Score
<input type="checkbox"/>	A.	The Contracted Provider’s license is active and in good-standing with ECECD’s Regulatory Division. The provider agrees to provide a copy of the license to ECECD upon request.	Pass/Fail
<input type="checkbox"/>	B.	Is your program on “conditions of operations” (Yes/No) (If yes, please provide additional details).	Pass/Fail
<input type="checkbox"/>	C.	The Contracted Provider confirms that children will not be displaced or disenrolled because of the pilot initiative.	Pass/Fail
<input type="checkbox"/>	D.	The Contracted Provider understands that it is required to achieve enrollment levels of at least 90%, as documented in EPICS, within two months of contract execution and maintain this level of enrollment throughout the entire contract period.	Pass/Fail
<input type="checkbox"/>	E.	The provider currently has a 3-Star FOCUS rating or higher and within 18 months, the Contracted Provider will achieve a 5-STAR “FOCUS” rating across all FOCUS criteria except for staff:child and group size, which are stated herein.	Pass/Fail
<input type="checkbox"/>	F.	Within 18 months, the Contracted Provider commits to achieving the contracted slots staff:child ratio requirements outlined separately in Section IV, SPECIFICATIONS.	Pass/Fail
<input type="checkbox"/>	G.	The Contracted Provider understands that it will be required to implement the Infant Toddler pay parity scale in accordance with meeting the minimum, required qualifications.	Pass/Fail
<input type="checkbox"/>	H.	The Contracted Provider will ensure compliance with maintaining signed notification of services as provided by ECECD with all families, having an established handbook including all qualifications and submitting monthly reports to ECECD.	Pass/Fail
<input type="checkbox"/>	I.	Program hours of operation must be at least 10 hours per day.	Pass/Fail
<input type="checkbox"/>	J.	Contracted Providers must participate in the USDA School Lunch Program or Child and Adult Care Food Program (CACFP). If not currently participating, contracted providers will be given a 6-month grace period to enroll.	Pass/Fail

APPENDIX I. PROVIDER PREFERRED QUALIFICATIONS FORM

Applicants should indicate if they meet the preferred qualifications by checking the applicable boxes in the “Preferred Qualifications” section below.

Provider Attestation	ID	Qualification	Possible Points
<input type="checkbox"/>	11.	The Contracted Provider participates in the NM PreK program	10 Points
<input type="checkbox"/>	12.	The Contracted Provider proposes to implement new infant/toddler slots or classrooms	10 Points
<input type="checkbox"/>	13.	Infant/Toddler teachers assigned to the pilot classrooms will not be assigned to non-infant/toddler classroom duties during the program’s operating hours	10 Points
<input type="checkbox"/>	14.	The Contracted Provider is a Minority-Owned Business Enterprise (MBE)	10 Points
<input type="checkbox"/>	15.	The Contracted Provider is a Women-Owned Business Enterprise (WBE)	10 Points