

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

**STATEWIDE CYFD COMPREHENSIVE EARLY
LEARNING, TRAINING AND CONSULTATION**



RFP#
17-690-17-14323

Issuance Date: April 28, 2017

Due Date: June 8, 2017

I. INTRODUCTION.....	1
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	1
B. BACKGROUND INFORMATION.....	1
C. SCOPE OF PROCUREMENT.....	3
D. PROCUREMENT MANAGER.....	5
E. DEFINITION OF TERMINOLOGY.....	6
F. PROCUREMENT LIBRARY	13
II. CONDITIONS GOVERNING THE PROCUREMENT	14
A. SEQUENCE OF EVENTS	14
B. EXPLANATION OF EVENTS	14
1. Issuance of RFP	14
2. Acknowledgement of Receipt	14
3. Pre-Proposal Conference Mandatory	15
4. Deadline to Submit Written Questions	15
5. Response to Written Questions	15
6. Submission of Proposal.....	15
7. Proposal Evaluation.....	16
8. Selection of Finalists	16
9. Best and Final Offers.....	16
10. Finalize Contractual Agreements.....	17
11. Contract Awards	17
12. Protest Deadline	17
C. GENERAL REQUIREMENTS.....	18
1. Acceptance of Conditions Governing the Procurement	18
2. Incurring Cost.....	18
3. Prime Contractor Responsibility	18
4. Subcontractors/Consent	18
5. Amended Proposals	18
6. Offeror's Rights to Withdraw Proposal.....	19
7. Proposal Offer Firm.....	19
8. Disclosure of Proposal Contents	19
9. No Obligation.....	19
10. Termination	20
11. Sufficient Appropriation.....	20
12. Legal Review	20
13. Governing Law.....	20
14. Basis for Proposal	20
15. Contract Terms and Conditions	20
16. Offeror's Terms and Conditions	21
17. Contract Deviations	21
18. Offeror Qualifications	21
19. Right to Waive Minor Irregularities	22
20. Change in Contractor Representatives	22
21. Notice of Penalties.....	22
22. Agency Rights	22
23. Right to Publish.....	22
24. Ownership of Proposals	22
25. Confidentiality	22
26. Electronic mail address required	23

27.	<i>Use of Electronic Versions of this RFP</i>	23
28.	<i>New Mexico Employees Health Coverage</i>	23
29.	<i>Campaign Contribution Disclosure Form</i>	24
30.	<i>Letter of Transmittal</i>	24
31.	<i>Pay Equity Reporting Requirements</i>	24
32.	<i>Disclosure Regarding Responsibility</i>	25
33.	<i>New Mexico Preferences</i>	27
III.	RESPONSE FORMAT AND ORGANIZATION	28
A.	NUMBER OF RESPONSES	28
B.	NUMBER OF COPIES	28
C.	PROPOSAL FORMAT	28
IV.	SPECIFICATIONS	31
A.	DETAILED SCOPE OF WORK	31
B.	TECHNICAL SPECIFICATIONS	
C.	BUSINESS SPECIFICATIONS	47
V.	EVALUATION	50
A.	EVALUATION POINT SUMMARY	50
B.	EVALUATION FACTORS	50
C.	EVALUATION PROCESS	52
	APPENDIX A – ACKNOWLEDGEMENT OF RECEIPT FORM	53
	APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM	54
	APPENDIX C – SAMPLE CONTRACT	57
	APPENDIX D – COST RESPONSE FORM	85
	APPENDIX E – LETTER OF TRANSMITTAL FORM	92
	APPENDIX F – RESPONSE TO CONTRACTUAL TERMS	93
	APPENDIX G – STAFF QUALIFICATIONS FORM	94
	APPENDIX H – NM EARLY CHILDHOOD INVESTMENT ZONES MAP	96

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a single contract award through competitive negotiations for the procurement of a Statewide Comprehensive Early Learning Training and Consultation System for the Children, Youth and Families Department (CYFD, hereinafter referred to as the “Agency”).

In alignment with best practices and national research, the Comprehensive Early Learning Training and Consultation System will support programs across all early childhood settings including Family Child Care to ensure that early childhood educators are highly effective in supporting the development and learning of each and every child served in New Mexico early care and learning programs.

The Agency is seeking an organization that will provide culturally and linguistically appropriate professional development services to early care and education programs within New Mexico. Services will include cross-cultural communication and respect for the linguistic, ethnic, and gender-based differences that contribute to cultural identity. Programs will help early care and education programs continuously improve their quality and meet the New Mexico FOCUS-TQRIS (Tier Quality Rating Improvement System) standards.

The awarded Offeror will work collaboratively at the local, regional and state levels to support the establishment of a comprehensive and aligned quality early care, education and family support system that is equitable and available to children and their families in New Mexico.

B. BACKGROUND INFORMATION

A skilled, knowledgeable, and energetic early care and learning work force is vital to prepare children for the future by providing richer, early childhood experiences, and meeting the needs of all New Mexico’s young children and their families. The New Mexico Early Learning Guidelines serve as a framework to identify the professional development needed to support early childhood educators and support the development of young children’s learning. Professional development refers to the process of acquiring new knowledge and skills that relate to one’s job, duties, or career path. It encompasses all types of learning opportunities, ranging from formal coursework in college, workshops, and conferences, to more specific onsite learning opportunities such as consultation, coaching and mentoring practices. Just as children need individualized support to meet their potential, teachers and staff need professional development that is based on their needs, experiences, and goals.

Early childhood is a period of both great opportunity and vulnerability. Early childhood experiences set the stage for later health, well-being and learning. In recent years, a growing body of research has demonstrated the strong link between young children’s social-emotional competence and their cognitive development, mental health and school success. Social-emotional

competence in early childhood is developed and enhanced within consistent, attuned, safe and responsive interactions. The social-emotional dimensions include: (a) self-confidence: being open to new challenges and willing to explore new environments, (b) self-efficacy: believing that one is capable of performing an action, (c) self-regulation/self-control: following rules, controlling impulses, acting appropriately based on the context, (d) self-esteem: good feelings about oneself, (e) persistence: willingness to try again when first attempts are not successful, (f) conflict resolution: resolving disagreements in a peaceful way, (g) communication skills: understanding and expressing a range of positive and negative emotions, (h) empathy: understanding and responding to the emotions and rights of others, (i) social skills: making friends and getting along with others, and (j) morality: learning a sense of right and wrong. Each person has the opportunity to positively influence the child's development. In order to be most effective, adults who spend time with young children must have the capacity for positive relationships along with sufficient knowledge of early childhood social and emotional development.

The Agency is working toward establishing a responsive Professional Development (PD) system made up of connected services and supports with a common goal to build an effective workforce. The goal is to raise quality in early care and education programs and retain effective educators by combining integrated PD and workforce strategies at the educator's program and system levels.

The Agency will contract with a qualified Offeror that can deliver a responsive, comprehensive and integrated training and consultation system to New Mexico's Early Care and Education programs. The awarded Contractor shall:

- Maintain the capacity to provide the services outlined in this RFP's Scope of Work.
- Implement and comply with all standards and requirements as outlined in the current *CYFD Comprehensive Early Learning Training and Consultation Manual* (manual is periodically updated and amended, this document can be located at the following link: https://cyfd.org/docs/New_Mexico_Comprehensive_Early_Learning_Training_and_Consultation_Manual.pdf)
- Demonstrate an understanding of the proposed service areas and demonstrate the ability to respond to the cultural, linguistic and socio economic needs of those areas. Demonstrate an understanding of nationally accepted best practices for training and consultation.

The Comprehensive Early Learning Training and Consultation System funded by the Agency shall provide a continuum of services to early care and education program staff based on program goals, preferences, needs, strengths and risk factors. Services provided through New Mexico's PD system must be:

- Flexible and designed to meet the needs of educators and communities;
- Inclusive of and responsive to the ethnic, cultural, racial, linguistic and socioeconomic diversity of families served.

In addition to providing training and consultation services, the project entails coordination and collaboration with other key stake holders as well as identifying and sharing promising practices

to address early childhood related, cross-sector system issues and to identify workforce development gaps and best practices.

C. SCOPE OF PROCUREMENT

Staff Qualifications

1. Programs must recruit degreed professionals who meet the qualifications as specified in the *Comprehensive Early Learning Training and Consultation Manual*, referenced herein, as part of their consultation team.
2. Must have experience in the field of family engagement, mental health, culturally relevant practices, curriculum, assessment and working with early care and learning programs.

Core Services Procured under this RFP

Contractor will develop a regional structure across the state that supports consistency in program standards, implementation, coordination with the New Mexico Early Learning Cross-Sector system within the regions, and provide a responsive professional development programming that can be individualized based on the unique needs of educators, programs and the community.

Provide a responsive integrated Comprehensive Early Learning Training and Consultation System that includes: Training, Technical Assistance, Consultation, Mentoring, Coaching and Verification services for early care and learning programs in New Mexico.

Primary Activities

1. Provide Training to Child Care Programs.
2. Provide Technical Assistance to 1-STAR Child Care Programs.
3. Provide onsite consultation to 2-STAR Child Care programs.
4. Provide onsite FOCUS coaching and consultation to 2+ to 5 STAR programs.
5. Provide onsite FOCUS PreK coaching and consultation to CYFD NM PreK Programs in the implementation of FOCUS and the New Mexico PreK Program Standards.
6. Provide Verification for FOCUS programs achieving a STAR Level.
7. Provide Mental Health – Social and Emotional coaching and onsite consultation.
8. Provide training, consultation and support to agencies working with FOCUS Registered Providers Pilot (FOCUS –R).

Additional Services:

1. Ensure that FOCUS consultation information is entered into the identified data system and reports are generated as required by the Agency.
2. Provide Mentoring support to educators in the development of their Individualized Professional Development Plan (IPDP).
3. Coordinate with the learning Hub to ensure that all training is delivered to fidelity accessing online training.
4. Within six (6) months of hire/contract, coaches must complete the Integrated Learning Approach.

5. Within six (6) months of hire/contract, coaches must complete the NM Pyramid Module training.
6. Within six (6) months of hire/contract, coaches must complete the Dual Language Learners Module training.

Awarded Contractor will be required to provide professional development services to early care and education programs based on the Current *Comprehensive Early Learning Training and Consultation Manual* and the FOCUS Tiered Quality Rating and Improvement System Framework, incorporated herein by reference. (Downloadable version of the manual is available at the following link:

https://cyfd.org/docs/New_Mexico_Comprehensive_Early_Learning_Training_and_Consultation_Manual.pdf

Contract Period

This RFP will result in a single contractual award between the two parties (awarded Offeror and the Agency), the procurement may ONLY be used by those two parties exclusively. Funding under this RFP will be awarded for a term of four (4) years. In no case will this contract, including all amendments thereof, exceed a total of four (4) years in duration, as set forth in NMSA 1978, § 13-1-150.

Funding Availability

Continuation of each contract awarded as a result of this RFP is contingent upon funding appropriations by the New Mexico Legislature or other funding sources for the period of this RFP, satisfactory contract compliance as determined by the Agency, and the Contractor's ability to successfully provide services. Should contract non-compliance be determined, the contract may be terminated or amended.

No-match is not required, however, Offerors need to identify any other resources of funding, both in-kind and monetary that will be used to carry out this project.

Offeror shall **not** fund any cost incurred for the planning or preparation of a proposal in response to this RFP from any current Agency funding.

Throughout the term of this procurement, the successful Offeror must have and continually maintain and update a Data Universal Numbering System (DUNS) and must be registered with the Central Contractor Registration and continually maintain such registration.

If your organization does not already have an identifying DUNS number, you may obtain a DUNS number by registering at the following link: www.dnb.com. There is no cost to apply for and receive a DUNS number.

All discussion of proposed costs **must** occur only in the Cost Response section of your proposal accompanied with the cost response form, Appendix D.

Eligibility to Apply

New Mexico and National Offerors are eligible to apply. Offerors must be a fiscally viable for-profit or non-profit 501(c) (3) organization, or public governmental entity that can demonstrate the ability to administer and deliver the services required under this RFP. Offerors must be able to demonstrate a history of providing an effective and proven outcome training, technical assistance to early care and education programs, and must be experienced in the field of family engagement, mental health, culturally relevant practices, curriculum, assessment and working with early care and learning programs.

Through a written proposal, Offerors must demonstrate the capacity to coordinate, develop and carry out the administrative, fiscal and service delivery elements detailed in this RFP. With the Agency approval, Offerors may initiate subcontracts for specific responsibilities and must be outlined in the written proposal.

D. PROCUREMENT MANAGER

1. The Agency has assigned a Procurement Manager who is responsible for the conduct of this Request for Proposal whose name, address, telephone number and e-mail address are listed below. All overnight deliveries of responses to this RFP must be addressed and delivered to:

Name: Michelle Montoya, Procurement Manager
Early Childhood Services, Director's Office
Address: 1120 Paseo De Peralta, Room 205
Santa Fe, New Mexico 87501
Telephone: (505) 827-9988
Email: michellee.montoya@state.nm.us

(Note: The US Post Office does not deliver to the physical address; therefore, submissions should be made in person or via express delivery service).

Overnight deliveries should be submitted through express delivery (i.e. Fed Ex/UPS, etc.) or in person.

2. **Any inquiries or requests** regarding this Request for Proposal should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this Request for Proposals. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the Agency. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **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. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

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

“Agency” means the State of New Mexico, Children, Youth and Families Department.

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document.

“Business Hours” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Coaching” is a relationship-based process led by an expert with specialized and adult learning knowledge and skills, who often serves in a different professional role than the recipient(s). Coaching is designed to build capacity for specific professional dispositions, skills, and behaviors and is focused on goal-setting and achievement for an individual or group.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“Common Core Content and Competencies” are the educational and professional development basis in the state’s early childhood care and education system. By training all staff working in early childhood on the same Common Core Content and Competencies, a career lattice has been created which enables personnel to move both from one educational setting to another, and move up within one setting. The New Mexico Early Childhood Higher Education Task Force has identified seven Core Competencies within the Common Core Content. These competencies are addressed, at varying degrees of breadth and depth, in all early childhood coursework and training sessions in the state. The seven competencies are:

1. Child Growth, Development and Learning
2. Health, Safety and Nutrition
3. Family and Community Collaboration
4. Developmentally Appropriate Content
5. Learning Environment and Curriculum Implementation
6. Assessment of Children and Evaluation of Programs
7. Professionalism

“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 NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be

obtained from a source outside this request for proposals can be considered confidential information.

“Consultation” is a collaborative, problem-solving process between an external consultant with specific expertise and adult learning knowledge and skills and an individual or group from one program or organization. Consultation facilitates the assessment and resolution of an issue-specific concern—a program-/organizational-, staff-, or child-/family-related issue—or addresses a specific topic.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

“Contractor” means any business having a contract with a state agency or local public body.

“CYFD Comprehensive Early Learning Training and Consultation Manual” means a guide for training, technical assistance and consultation to articulate a specific set of expectations regarding how a Comprehensive Early Learning Training and Consultation System should be implemented in the State of New Mexico. The Program Standards provide a common understanding of essential practices that must be delivered to achieve positive, measurable outcomes for early care and learning programs, children and their families. The Program Standards are grounded in research that tells us “positive early experiences lay a foundation for healthy development” (Shonkoff - Center on the Developing Child n.d. Web. 22 Sept. 2010).

- Harvard Uni

“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.

“Desirable” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“Dual Language Learning (DLL)” is referred to as the process for young children, birth to age five, who are still actively developing their home language as they acquire English.

“Early Childhood Education Professional Development” is a continuum of learning and support activities designed to prepare individuals for work with and on behalf of young children and their families, as well as ongoing experiences to enhance this work. These opportunities lead to improvements in the knowledge, skills, practices, and dispositions of early education professionals. Professional development encompasses *education, training, and technical assistance*.

“Early Learning Guidelines”, New Mexico Early Learning Guidelines (ELGs) serves as a framework for the incredible process of children’s growth, development, and learning in the early years. They are designed to provide reasonable expectations for children at different ages so that educators have criteria to refer to as they observe children in action, determine their levels of performance, and plan curricular interventions to help them grow, develop, and learn to their

fullest potential. The Guidelines reflect current brain development research and early childhood education best practices. They represent the growing consensus among educators that a greater emphasis be placed on young children's conceptual learning, social and emotional development, and active participation in culturally and linguistically relevant and meaningful learning experiences.

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors' proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“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.

“FOCUS –Tiered Quality Rating and Improvement System (TQRIS)” – refers to a method to assess, improve, and communicate the level of quality in **Licensed** early care and education settings similar to other consumer rating systems, rating goods or services to provide customers with a better understanding about the quality of that item. New Mexico measures the quality rating of early care and learning settings by STAR levels. The criteria for establishing the STAR level is based on FOCUS: New Mexico's Essential Elements of Quality for Early Learning programs as follows:

1. Family Practices & Engagement;
2. Inclusive Practices;
3. Culture & Language;
4. Promoting Positive Social Relationships;
5. Professional Qualifications;
6. Intentional Teaching & Early Intervention Practices; and
7. Intentional Leadership: Continuous Quality Improvement (CQI)

“FOCUS - Registered Providers Pilot (FOCUS –R)” refers to a pilot process to assess, improve, and communicate the level of quality **License-Exempt** Child Care Providers in New Mexico. The criteria for establishing the STAR level is based on FOCUS: New Mexico's Essential Elements of Quality designed for License-Exempt Child Care Providers or FOCUS-R:

1. Family Practices & Engagement;
2. Inclusive Practices;
3. Culture & Language;
4. Promoting Positive Social Relationships;
5. Professional Qualifications;

6. Intentional Teaching & Early Intervention Practices; and
7. Intentional Leadership: Continuous Quality Improvement (CQI)

“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 and when applicable.

“Individual Professional Development Plans” (IPDPs) are documents that provide a framework connecting various professional development experiences to each other and to the common core of knowledge and professional standards for early education professionals.

“Individuals with Disabilities Education Act” (IDEA) - The law is organized into four parts: Part A: Administration; Part B: school age and preschool (619) programs for children with disabilities; Part C: birth to 3 years –infants and toddlers; and Part D: national studies, technical assistance investments, personnel preparation investments, and research investments.

“Integrated Learning Approach”, The New Mexico *Integrated Learning Approach* to Training and Consultation is an initiative led by CYFD Early Childhood Services designed to impact change in the field of Early Childhood by transforming professional development opportunities into dialog rich, learning-centered events that respect and value the prior experiences of the adult learner. The approach is based on Global Learning Partner’s Dialogue Education™ grounded in research-based principles and practices of how adults learn best, and guided by participants’ specific circumstances and needs. There are currently three anchors (individuals responsible for sustaining the structured system through training, follow up and validation) and six advisory members in New Mexico responsible for ensuring sustainability and fidelity to the approach across the state.

“Investment Zones” means communities that have been identified by the CYFD, Department of Health (DOH), and Public Education Department (PED) where children and families are most at risk.

New Mexico’s Early Childhood Investment Zones

- Dexter, Tatum, Lovington, Hobbs, Eunice and Jal School Districts
- Logan, San Jon, Tucumcari, House, Vaughn and Santa Rosa School Districts
- Estancia and Mountainair School Districts
- Gallup-McKinley, Zuni, and Grants-Cibola School Districts
- Cuba, Dulce, Jemez Mountain, Chama Valley, Mesa Vista and Espanola School Districts
- Mosquero, Roy, Cimarron, Raton, Maxwell and Springer School Districts
- Rio Grande Cluster of the Albuquerque Public Schools
- Magdalena, Deming, Hatch, Gadsden and Truth or Consequences School Districts

“Logic Model - FOCUS” means a continuum of high quality, community-driven culturally and linguistically appropriate set of practices that reflect high quality standards for cross-sector early learning programs.

“Mandatory” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Mentoring” is a relationship-based process between colleagues in similar professional roles, with a more-experienced individual with adult learning knowledge and skills, the mentor, providing guidance and example to the less-experienced protégé or mentee. Mentoring is intended to increase an individual’s personal or professional capacity, resulting in greater professional effectiveness

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Multi-disciplinary” approach involves drawing appropriately from multiple support disciplines to redefine problems outside normal boundaries and reach solutions based on a new understanding of complex situation

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

“New Mexico Pyramid Partnership” refers to the adaptation of The Pyramid Model for Supporting Social Emotional Competence in Infants and Young Children, a conceptual framework of evidence-based practices developed by two national, federally-funded research and training centers: The [Center for the Social and Emotional Foundations for Early Learning](#) (CSEFEL) and the [Technical Assistance Center on Social Emotional Intervention for Young Children](#) (TACSEI). It is divided into three Tiers or Levels: Level I: Universal Prevention and Promotion for all children, promoting safe nurturing relationships between young children and their care giver, and implementing strategies that prevent adverse childhood experiences. Level II: Targeted Interventions to meet needs for children at risk of social emotional delays and/or at risk of Severe Emotional Disturbance (SED). Level III: Clinical Treatment. Services target infants and young children who have been comprehensively assessed by a licensed clinician and diagnosed with a Severe Emotional Disturbance (SED).

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Practice-Based Coaching” is a term used to describe sustained and focused professional learning experiences. Coaching is a flexible tool for meeting educators’ needs. Practice-Based Coaching is one of many approaches to coaching. It differs from other approaches because of its focus: using effective everyday teaching practices that are important for children’s school readiness. It involves (a) helping teachers use newly acquired skills, strategies, or models on the job and (b) linking those skills, strategies, or models to positive child outcomes.

“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.

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“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.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

“Responsive Offer” or 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.

”Responsive Practices” refers to prompt and positive reactions through conversations and discussions, upon a platform of respectful relationships, so that mutual trust can be developed.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted **will not** be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“SPD” means State Purchasing Division of the New Mexico State General Services Department.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror’s company.

“Star Level” means a licensing indicating the level of quality of an early childhood program.

“State (the State)” means the State of New Mexico.

“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.

“State Purchasing Agent” means the director of the purchasing division of the general services department.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Target Population” means all licensed and license-exempt early care and learning programs, educators, administrators, and other program staff. This includes, but is not limited to early care and learning centers, family child care homes, Head Start programs, CYFD PreK programs, etc.

“Technical Assistance” (TA) is the provision of targeted and customized supports by a professional(s) with subject matter and adult learning knowledge and skills to develop or strengthen processes, knowledge application, or implementation of services by recipients. Technical Assistance, for the purpose of this request for proposal will focus on Technical Assistance in general, Consultation, Coaching and Verification.

“Training” is a learning experience, or series of experiences, specific to an area of inquiry and related set of skills or dispositions, delivered by a professional(s) with subject matter and adult learning knowledge and skills.

“Trans-disciplinary” approach means the coaches and consultants from two or more disciplines learn and work together across traditional disciplinary or professional boundaries and designate one individual as the primary consultant while the rest of the team members may provide consultative services through the primary consultant. Early Care and Learning Programs are part of the decision making in determining the level of support and approach to consultation.

“Un-redacted” 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.

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Procurement Regulations and Request for Proposal – RFP instructions:

http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

CYFD Website contains the RFP, RFP Amendments, Questions & Answers and other pertinent RFP information: <http://cyfd.org/for-providers/rfp>

CYFD Comprehensive Early Learning Training and Consultation System Manual:

https://cyfd.org/docs/New_Mexico_Comprehensive_Early_Learning_Training_and_Consultation_Manual.pdf

FOCUS Logic Model:

<https://www.newmexicokids.org/focus/>

New Mexico Taxation and Revenue Department:

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

New Mexico General Services Department – Pay Equity:

http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

New Mexico Kids

<https://www.newmexicokids.org/>

Early Learning New Mexico

<http://www.earlylearningnm.org/>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the 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	Agency	April 28, 2017
2. Acknowledgement of Receipt	Potential Offerors	May 16, 2017
3. Pre-Proposal Conference Mandatory	Agency	May 16, 2017
4. Deadline to submit Questions	Potential Offerors	May 18, 2017
5. Response to Written Questions	Procurement Manager	May 25, 2017
6. Submission of Proposal	Potential Offerors	June 8, 2017
7. Proposal Evaluation	Evaluation Committee	June 12, 2017
8. Selection of Finalists	Evaluation Committee	June 20 - June 29, 2017
9. Best and Final Offers	Finalist Offerors	June 22 – June 30, 2017
10. Oral Presentations	Finalist Offerors	June 22 – June 30, 2017
11. Finalize Contractual Agreements	Agency/Finalist Offerors	July 13, 2017
11. Contract Awards	Agency / DFA	August 1, 2017
13. Protest Deadline	Agency	+15 days

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the State of New Mexico, Children, Youth and Families Department on April 28, 2017.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, or Email the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have

their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager no later than the date as indicated in the sequence of events by 5:00 pm MST or MDT.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference Mandatory

A **mandatory** pre-proposal conference will be held as indicated in the sequence of events beginning at **10:00 A.M. MDT in Santa Fe, New Mexico, at the Old PERA Building, 1120 Paseo de Peralta, second floor, Apodaca Hall**. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is mandatory and is a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **5:00 PM**. Mountain Standard Time / Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in Section II.B.2 before the deadline. Additional copies will be posted to: <http://cyfd.org/for-providers/rfp>

6. Submission of Proposal

ALL OFFEROR SEALED PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME / DAYLIGHT TIME ON **June 8, 2017**. Proposals received after this deadline **will not** be accepted. The date and time of receipt will be recorded on each proposal. *(Note: The US Post Office does not deliver to the physical address; therefore, submission of proposals should be made in person or via express delivery service such as Fed EX, UPS).*

Proposals **must be sealed, addressed and delivered to the Procurement Manager** at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **Statewide CYFD Comprehensive Early Learning Training and Consultation, RFP No. 17-690-17-14323**. Proposals submitted by facsimile, or other electronic means will **not** be accepted.

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

7. Proposal Evaluation

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

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible.

10. Oral Presentation

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and the Agency.

11. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and the Children, Youth and Families Department, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

13. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, 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 award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time 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 delivered to:

Protest Manager

Fran Dunaway, CYFD Chief Procurement Officer
State of New Mexico, Children, Youth and Families Department
1120 Paseo de Peralta, Room 101
Santa Fe, NM 87501

Re: Statewide CYFD Comprehensive Early Learning Training and Consultation
RFP No. 17-690-17-14323

Protests received after the deadline **will not** be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the 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 deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted

proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, 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.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred eighty (180) 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

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the State Purchasing Division or the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

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 effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror'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 Agency through the Procurement Manager or in this RFP should 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 Sample Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as

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

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample 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. Please 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 NMSA 1978, § 13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals 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, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, 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.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall

not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

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

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

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

Please refer to: <http://cyfd.org/for-providers/rfp>

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
<http://www.insurenwemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); 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 disqualification.**

30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than item #2 above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. **Explicitly** indicate acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in item # 2 above.

31. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal

anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

32. 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.

33. New Mexico Preferences

RESERVE

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed package, or box bearing the following information:

Offerors should deliver:

1. Technical Proposals

- One (1) ORIGINAL,
- Five (5) HARD COPIES, and
- One (1) electronic copy of the proposal containing ONLY the Technical Proposal;

ORIGINAL and COPIES MUST BE IN SEPARATE LABELED BINDERS. **The electronic version/copy can NOT be emailed.**

The original hard copy and electronic copy **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section III.A; Section III.B and Section III.C may be deemed non-responsive and rejected on that basis.

2. **If applicable only:** Proposals containing confidential information **must** be submitted as two (2) separate binders:
 - **Un-redacted** version for evaluation purposes; and
 - **Redacted** version (information blacked out and not omitted or removed) for the public file.

C. PROPOSAL FORMAT

Any proposal that does not adhere to the Proposal Format requirements below may be deemed non-responsive and rejected on that basis.

1. All proposals must be submitted as follows:
 - Hard copies **must** be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.).
 - Pages **must** be one-sided, one and one-half spaced and numbered.
 - Typeface **must** be easily readable such as Ariel, Courier, or Times Roman and type size must be 12-point.
 - Original Proposal and copies **must** be placed within a binder with tabs delineating each section.
 - There is a twenty (20) page limitation for the narrative of Section IV.B, Technical Specifications.

2. Proposal Content and Organization

The proposal **must** be bound, organized and indexed in the following format and **must** contain, at a minimum all listed items in the sequence indicated below.

Technical Proposal

- A. Signed Letter of Transmittal, Appendix E
- B. Table of Contents
- C. Response to Contract Terms and Conditions, signed Appendix F
- D. Response to Desirable and Mandatory Specifications
 1. Priority Communities
 2. Organizational Experience / Capability
 3. Program Design
 4. Targeted Populations
 5. Outcomes
 6. Staff Qualifications
 - a) Staff Qualifications Form/Table, Appendix G
 - b) Staff knowledge if Infant, Toddler and Preschool Development (prenatal to age five)
 - c) Individual staff Licenses, Certificates and Endorsements
 - d) Organizational Chart
 - e) Cultural Competency of staff, including identification of bilingual staff and position/titles
 - f) Caseload size
 - g) Service setting / environment
 - h) Staff Resumes
- E. Business Specifications
 1. Cost Response
 - a) Cost Response Form, Appendix D
 - b) Cost Narrative (five [5] page limitation)
 - c) In-Kind / Monetary Response
 2. Signed Campaign Contribution Disclosure Form, signed Appendix B
 3. Copy of State of New Mexico Tax Certificate
 4. Financial Stability (include Financial Stability in the electronic copy only)

Within each section of the proposal, Offerors should address the items in the order indicated above.

All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

All discussion of proposed costs, rates or expenses must occur only in the cost response section of your proposal.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

Statewide CYFD Comprehensive Early Learning Training and Consultation

In accordance with the Current *CYFD Comprehensive Early Learning Training and Consultation Manual*, and in alignment with best practices and national research, implement a comprehensive integrated and responsive Professional Development (PD) Program to support programs across all early care and education settings. With the goal of implementing a coordinated and integrated PD system to ensure that early childhood educators are highly effective in supporting the development and learning needs of each and every child participating in CYFD early learning programs.

GOAL:

1. Develop and implement a comprehensive Professional Development System for New Mexico Early Learning educators ensuring that every child participating in New Mexico early care and learning programs is supported by qualified, caring and stable workforce. The professional development will focus specifically to training and technical assistance. Technical Assistance, Consultation, Coaching and Verification must:
 - a) Be designed using evidence-based best practices, consistent with the principles of adult learning, and structured to promote linkages between research, theory, and practice.
 - b) Address the continuum of young children's abilities and needs.
 - c) Respond to each learner's background (including cultural, linguistic, and ability), experiences, and the current context of her role and professional goals.
 - d) Include tools and resources to ensure early learning programs have the necessary tools to succeed.
2. Develop a regional structure across the State of New Mexico that supports the provision of responsive training and technical assistance that can be individualized based on the unique needs of programs. Helping early care and education programs continuously improve their quality and meet the New Mexico FOCUS-TQRIS standards. Understanding that the voices and opinions of culturally diverse members must shape the development of programs, systems, and evaluation strategies.
3. Ensure that all training and consultation follows the New Mexico (NM) Early Childhood Integrated Learning Approach.
4. Work collaboratively at the local, regional and state levels to support the establishment of

a comprehensive and aligned quality early care, education and family support system that is equitably available to all children and their families in New Mexico.

OUTCOMES:

1. **Outcomes for Children:** Each child will have the skills, knowledge, and dispositions to reach their full potential in school and in life.
2. **Outcomes for Families:** Each family is honored, valued, and supported as active participants in developing and implementing goals for their family and their child(ren). Each family is well-informed and empowered as active participants in this process.
3. **Outcomes for Professionals:** Each early childhood professional is supported in developing and demonstrating the knowledge and skills they need to successfully implement high-quality practices that support child and family outcomes. As a result, professionals experience increased job satisfaction, which in turn, reduces staff turnover.
4. **Outcomes for Programs:** Each early child program is able to support and sustain high-quality practices because it: (1) supports a stable and qualified workforce; (2) use data to engage in a Continuous Quality Improvement (CQI) process; (3) have the infrastructure and capacity to implement high-quality practices; and (4) leverages the collaborative partnerships they have built across agencies and sectors at a local level. As a result, programs are able to be responsive to the needs of their community, their staff, and the families and children they serve.
5. **Outcomes for the New Mexico Early Learning System:** New Mexico's Early Learning System is able to support and sustain high-quality practices because it: (1) supports a stable and qualified workforce; (2) uses data to engage in a Continuous Quality Improvement (CQI) process; (3) has the infrastructure and capacity to implement high-quality practices; and (4) leverages the collaborative partnerships built across agencies and sectors at the state level. As a result, the New Mexico Early Learning System is able to be responsive to the needs of communities, early childhood programs and professionals, and the families and children they serve.

The Contractor shall perform each Objective and each corresponding Activities associated with each objective.

OBJECTIVE I:

Establish five (5) Regional Early Learning Consultation Hubs plus satellite sites that will ensure coordination, alignment and responsiveness to each early learning program in New Mexico, paying special attention to underserved and un-served communities. *See SOW Appendix "I" for the counties related to each region.*

ACTIVITIES:

Under the guidance of CYFD, satellites shall be established under the Regional Early Learning Consultation Hubs, to ensure coordination and outreach to underserved communities. Satellite locations and Hubs are subject to change. *See SOW Appendix "I" for the counties related to each region.*

The Regional Early Learning Consultation Hubs shall be staffed by:

1. A Regional Generalist that will have the following functions:
 - a. Serve as the liaison between Child Care Licensing, Child Care Subsidy, Family Nutrition Program, Family Development Program, PreK (PED and CYFD program) Individuals with Disabilities Education Act (IDEA Part C Early Intervention, IDEA 619) Preschool program, Head Start and Home Visiting programs at the regional and state levels.
 - i. Participate in regional **Multidisciplinary** meetings with Child Care Licensing regarding licensing issues and program support.
 - ii. Participate in regional and community early childhood-related advisory groups, planning committees or workgroups that lead to a coordinated and aligned early learning system at the regional and state levels.
 - iii. Participate in statewide meetings with other regions, CYFD, cross sector, and other related meetings as requested by the Agency.
 - b. Ensure coordination and alignment for training, technical assistance, coaching and consultation within the counties served as well as the statewide system, allowing for the uniqueness and reality of each community.
 - c. Manage the responsive consultation process ensuring that the individuals providing consultation, training, verification and coaching in the region meet the needs of the programs in a seamless approach. Avoiding duplication and gaps in support to programs.
 - d. Provide Case Management for each participating early care and learning program and:
 - i. Assess the level of support ensuring a **Trans-disciplinary Approach to training, technical assistance, coaching and consultation.**
 - ii. Deploy as needed, specialists that will support program's specific needs: such as Mental Health Consultation, Inclusion Specialists and Dual Language Learners specialists to early care and education programs within the region.
2. Mental Health Consultant with experience and knowledge in early childhood development, social-emotional development and support for young children and their families. Using the New Mexico Pyramid Model:
 - a. Support programs in the implementation of FOCUS Social-Emotional supports;
 - b. Training and staff development activities to build providers' knowledge of mental health issues in infancy and early childhood;
 - c. Provide tools that programs can use to support the social-emotional development of young children;
 - d. Provide observation of children and classrooms, classroom management support, and modeling and coaching;
 - e. If necessary, with parental consent, provide referrals and follow-up for children and families to community-based early childhood mental health services;
 - f. Provide parent training related to attachment, social-emotional support.

3. Inclusion Specialist with experience and knowledge in early childhood development, special education: (IDEA Part C and IDEA Part B 619), and support for young children with developmental delays, established conditions and disabilities and their families. Using the New Mexico Full Participation Model:
 - a. Support programs in the implementation of FOCUS Inclusive Practices.
 - b. Training and staff development activities to build providers' knowledge of Inclusion in early childhood programs to support the right of all children, regardless of abilities, to participate actively in natural settings within their communities.
 - c. Coordinate with coaches and consultants working with the program to ensure full participation of children with developmental delays or disabilities.
 - d. Observation of children and classrooms, classroom management support, and modeling and coaching.
 - e. If necessary, with parental consent, provide referrals and follow-up for children and families to community-based IDEA Part C or IDEA Part B services.
 - f. Provide parent training related to advocacy and support for children with special needs.
4. DLL Specialist with experience and knowledge in early childhood development, language development, early literacy, family engagement and cultural supportive practices.
 - a. Support programs in the implementation of FOCUS Culture and Language including Support for Dual Language Learners.
 - b. Training and staff development activities to build providers' knowledge of Culture and Language including Support for Dual Language Learners.
 - c. Coordinate with coaches and consultants working with the program to ensure full participation of children who are Dual Language Learners.
 - d. Observation of children and classrooms, classroom management support, and modeling and coaching.
 - e. Provide parent training related to the importance of language development while supporting the home language.
 - f. Participate in community outreach activities to promote educational and family engagement initiatives and activities.

OBJECTIVE II:

Provide Training to early care and education programs in New Mexico addressing New Mexico's Common Core Content and Competencies.

ACTIVITIES:

Provide Face-to-Face, Webinars, onsite training, regional meetings and online training in the following areas to early care and education programs in New Mexico.

1. Forty-five (45) Hour Training addressing New Mexico's Common Core Content and Competencies.
2. How to Start Child Care

3. Health and Safety in early learning programs
4. Child – Responsive caregiving/Classroom Management
5. Environments
6. Social-Emotional Support, Pyramid Framework
7. Inclusion/Individualized Teaching
8. Introduction to New Mexico Early Learning Guidelines
9. Orientation to FOCUS
10. FOCUS required training
11. PreK required training
12. Continuous Quality Improvement in Early Learning Settings
 - a. Design and develop an annual NM Early PreK/PreK and FOCUS Training Calendar for each contract year.
 - b. Plan, develop, coordinate and deliver up to twelve (12) New Mexico Early PreK/PreK and FOCUS – CQI Trainings to include: arranging dates, times, training space, training teams, registration of participants, as well as providing training content including agendas and slides, training information to Early PreK/PreK programs, training supplies, materials, sign-in sheets, evaluations, AV equipment and travel reimbursement within budget allotments per travel policy.
 - c. Ensure that the training on CQI focuses on items related to teachers/child interactions and using the tools for self-assessment and to support a continuous quality improvement process.
 - d. Follow up on NM Early PreK/PreK and FOCUS CQI training topics and goals for classrooms during regularly scheduled consultation visits.
 - e. Design and develop an annual NM Early PreK/PreK and FOCUS Training/Meeting Calendar for each year supported by this contract, which includes NM Early PreK/PreK and FOCUS Observational Assessment Tools Trainings and Administrator Meetings.
 - f. Plan, develop, coordinate and deliver NM Early PreK/PreK and FOCUS Observational Assessment Tools Trainings for teachers new to NM Early PreK/PreK and FOCUS, internal support staff and administrators in CYFD NM Early PreK/PreK and FOCUS classrooms to include: arranging dates, times, training space, training teams, registration of participants, as well as providing training content including agendas and slides, training information to NM Early PreK/PreK and FOCUS programs, training supplies, materials, sign-in sheets, evaluations, AV equipment and travel reimbursement within budget allotments per travel policy.

OBJECTIVE III:

Provide Technical Assistance to 1-STAR Child Care Programs.

ACTIVITIES:

At least quarterly, provide onsite technical assistance to 1-STAR Child Care Programs in the following areas:

1. Health and Safety

2. Child – Respectful Relationships and Responsive caregiving/Classroom Management
3. Environments
4. Social-Emotional Supports

OBJECTIVE IV:

Provide onsite consultation to 2-STAR Child Care programs.

ACTIVITIES:

At least quarterly, provide onsite consultation to 2-STAR Child Care Programs in the following areas:

1. Health and Safety
2. Child – Respectful Relationships and Responsive Caregiving/Classroom Management
3. Environments
4. Social-Emotional Support
5. Inclusion/Individualized Teaching
6. Introduction to Early Learning Guidelines
7. Orientation to FOCUS

OBJECTIVE V:

Provide onsite FOCUS coaching to 2+ to 5-STAR programs. For PreK Programs participating in FOCUS, coaching and consultation shall be based on FOCUS NM PreK standards and coordinated within the regional early learning system.

ACTIVITIES:

1. Provide at least monthly onsite coaching and consultation to 2+ to 5-STAR programs on the Essential Elements of Quality:
 - Provide practice-based coaching and consultation to teaching staff;
 - Provide practice-based coaching and consultation to directors and coordinators; and
 - Provide enhanced support for high needs programs.
2. NM FOCUS Consultants-coaches must focus their efforts on promoting teacher success in implementing the NM Authentic Observation Documentation and Curriculum Planning Process and addressing the elements of NM Curriculum.
3. Provide program consultation support, training and technical assistance to the NM FOCUS Programs in New Mexico by conducting consultant visits, statewide training sessions based on the FOCUS Consultation-coaching guidelines, utilizing New Mexico Integrated Learning Approach principles and coordinating the child assessment process.

- a. Help to coordinate and deliver at least one (1) regional NM FOCUS Administrator Meetings for administrators in NM FOCUS classrooms by: arranging dates, times, training space, training teams, registration of participants, to NM FOCUS programs, training supplies, materials, sign-in sheets, evaluations, AV equipment and travel reimbursement within budget allotments per travel policy.
 - b. Ensure coordination with PreK Administrators meeting.
 - c. Prepare and provide materials for NM Observational Assessment Tools onsite Training and Administrator meetings including proofing printed material, gathering materials, etc.
 - d. Follow up on training topics during regularly scheduled consultation visits.
4. Provide enhanced/additional training and administrator meetings for programs identified to receive Differentiated Consultation and Support services with priority given to programs located within the Early Childhood Investment Zones.
 - a. Provide onsite enhanced/additional support services with priority given to programs located within the Early Childhood Investment Zones ensuring that the support aligns with each programs current level. Conduct consultant visits, targeted training sessions based on individual Continuous Quality Improvement Plans, and coordinating the child assessment process.
 - b. Provide intensive coaching which includes side-by-side practice and modeling, video review and feedback, and promote peer learning communities.
 - c. Utilize video consultation, provide training in the use of video as a tool to improve practice NM FOCUS programs.
 - d. Collaborate with NM FOCUS Leadership Team in case management and designation of the level of support for each FOCUS classroom.
 - e. Conduct a technology survey in every FOCUS classroom to determine the capacity for virtual consultation.
 - f. Subcontract with a consultant with knowledge and expertise in video-based practices in early childhood settings to develop and deliver training on video based consultation. Obtain written approval from the Agency for all subcontractors prior to commencement of work.
 - g. Provide training on how to use video recording technology, video sharing and Continuous Quality Improvement.

OBJECTIVE VI:

Provide onsite FOCUS PreK Consultation to CYFD NM PreK Programs.

ACTIVITIES:

In accordance with the CYFD Comprehensive Early Learning Training and Consultation Manual, NM PreK Program Standards, NM Early Learning Guidelines, the NM PreK Observational Assessment Tool, the NM PreK Curriculum Policy Brief, ECERS-R and ECERS-E tools, Contractor shall provide onsite FOCUS PreK training, coaching and consultation to CYFD NM PreK Programs.

1. NM PreK Consultants must focus their efforts on promoting teacher success in implementing the NM PreK Authentic Observation Documentation and Curriculum Planning Process and addressing the elements of NM PreK Curriculum.
2. Provide program consultation support, training and technical assistance to the CYFD funded Early PreK/PreK Programs in New Mexico by conducting consultant visits, statewide training sessions based on the PreK Consultation Annual Plan, utilizing New Mexico Integrated Learning Approach principles and coordinating the child assessment process.
 - a. Assist with the coordination and delivery of at least two (2) NM Early PreK/PreK Administrator Meetings for administrators in CYFD Early PreK/PreK classrooms by: arranging dates, times, training space, training teams, registration of participants, to Early PreK/PreK programs, training supplies, materials, sign-in sheets, evaluations, AV equipment and travel reimbursement within budget allotments per travel policy.
 - b. Prepare and provide materials for NM Early PreK/PreK Observational Assessment Tools onsite Training and Administrator meetings including proofing printed material, gathering materials, etc.
 - c. Follow up on training topics during regularly scheduled consultation visits.
3. Provide enhanced/additional training and administrator meetings for programs identified to receive Differentiated Consultation and Support services with priority given to programs located within the Early Childhood Investment Zones.
 - a. Provide onsite enhanced/additional CQI training for programs receiving Enhanced Support Services with priority given to programs located within the Early Childhood Investment Zones.
 - b. Utilize video consultation, provide training in the use of video as a tool to improve practices to NM Early PreK/PreK.
 - c. Provide Enhanced Support Services, training and technical assistance to the state-funded Early PreK/PreK Programs in New Mexico that aligns with each programs current level of need and ability to sustain change by conducting consultant visits, targeted training sessions based on individual Continuous Quality Improvement Plans, and coordinating the child assessment process.
 - d. Collaborate with NM Early PreK/PreK Leadership Team in case management and designation of the level of support for each CYFD NM Early PreK/PreK classroom. Assign each classroom to the Foundational, Concentrated, or Maintenance category of differentiated consultation and training.
 - e. Conduct a technical survey in every CYFD NM Early PreK/PreK classroom to determine the capacity for virtual consultation.
 - h. Subcontract with a consultant with knowledge and expertise in video-based practices in early childhood settings to develop and deliver training on video

based consultation. Obtain prior written approval from the Agency for all subcontractors prior to the commencement of work.

- i. Provide training on how to use video recording technology video sharing and Continuous Quality Improvement.

OBJECTIVE VII:

Provide Verification for FOCUS programs achieving a STAR Level.

ACTIVITIES:

Onsite verification utilizing approved FOCUS Verification tools utilizing the “OIR” (to hear) approach:

1. Observation: Observe classroom activities, strategies, environment utilizing the Agency approved observation tool.
2. Interview: Interview directors, administrators, coordinators, educators, parents and community partners utilizing the Agency approved interviewing protocol.
3. Review: Review lesson plans, child portfolios CQI goal setting records, family participation, etc. utilizing the Agency approved record review protocol.

OBJECTIVE VIII:

Provide Mental Health – Social and Emotional practice-based coaching.

ACTIVITIES:

1. Provide onsite Mental Health – Social and Emotional coaching and consultation to child care programs both licensed and registered by CYFD utilizing the Pyramid Framework for Social-Emotional Development, and other research-based practices.
2. Provide enhanced support and coordination for programs serving children participating under Protective Services or At-Risk categories.

OBJECTIVE IX:

Provide consultation to Early Learning programs on supports for Dual Language Learners (DLL).

ACTIVITIES:

Provide leadership consultation, coaching, and technical assistance to educators and family members working with Dual Language Learners (DLL).

1. Assist programs in the implementation of a cohesive Planned Language Approach (PLA) planning and decision making about language and early literacy practices. Individual teachers may have different levels of understanding and skill in key teaching practices. Instructional decisions such as these should be intentional, program-wide, and based on research.
 - a. A Planned Language Approach (PLA) Guide shall incorporate the following proven strategies:
 - Research-based approaches to ensure that children close the achievement gap at an early age;

- Early language and early literacy environments and experiences that are known to support children’s long-term academic success;
 - Consistent and responsive family engagement in children’s educational and social growth, especially in supporting the home language of DLLs ; and,
 - Careful and intentional implementation of research-based practices that can prevent reading failure and promote school success.
2. Support programs with strategies to building respectful relationships with children and families.
 3. Plan, prepare and deliver family engagement training and onsite consultation to programs.

The key components of PLA shall include:

- **Research Base** in children's language development in one or more languages;
- **Home Language Support** as the foundation for developing English language skills;
- **Strategies to Support DLLs** to thrive in their home language(s) and English;
- **Policies, Practices, and Systems** that sustain language and literacy development throughout all aspects of the program; and
- **Big 5 for All** that address the key elements of early language and literacy development needed for school readiness and success.

OBJECTIVE X:

Provide training, consultation and support to regional programs working with FOCUS Registered Providers Pilot (FOCUS –R).

ACTIVITIES:

1. Participate in meetings with FOCUS-R Team leads regarding alignment and coordination with Agency licensed programs FOCUS process.
2. Ensure integration of supports for FOCUS-R.

ADDITIONAL REQUIRED ACTIVITIES:

1. Ensure that FOCUS consultation information is entered into the identified data system and reports are generated as required by the Agency.
2. Participate in Regional coordination and case management meetings with Child Care Licensing, Child and Adult Care Food Program (CACFP), Quality and PreK staff.
3. Coordinate with the learning Hub to ensure that all training is delivered to fidelity accessing online training and approved by the Agency.
4. Coordinate with early learning cross-sector programs training and consultation efforts to eliminate duplication and address gaps.

5. Attend monthly/quarterly NM Early PreK/PreK Leadership Team meetings, FOCUS Leadership meetings, and quarterly CYFD Office of Child Development Leadership Meetings.
6. Record and deliver meeting notes to Agency's Program Manager.
7. Track and report on consultant services and submit to Agency's Program Manager for review and acceptance.
8. Compile and deliver NM Early PreK/PreK, FOCUS and Child Care Training and Consultation Annual Report to the Agency Program Manager for review and acceptance.
9. Participate in the Agency's Ongoing Monitoring process to include: a) Observations of on-site consultation, training and technical assistance provided to programs; b) Interviews of consultants, management, PreK programs and families; c) Review of documents including but not limited to: consultation reports, site visitation notes, program support documents, financial records, or other required documents requested by the Agency.
10. Submit invoices on the approved and required format on a monthly basis to Agency's Program Manager.

STAFF QUALIFICATIONS

Below are the Staff Qualification Requirements

1. Programs **must** recruit degreed professionals who meet the qualifications as specified in the *Comprehensive Early Learning Training and Consultation Manual*, referenced herein, as part of their consultation team.
2. Within six (6) months of hire/contract, coaches must complete the Integrated Learning Approach intensive.
3. Within six (6) months of hire/contract, coaches must complete the NM Pyramid Module training.
4. Within six (6) months of hire/contract, coaches must complete the Dual Language Learners Module training.
5. Train, supervise, and evaluate performance of consultants/trainers.
6. All contracted staff, sub-contracts and organizational structures must be verified and/or approved by the Agency.

PULL TOGETHER

1. If Contractor's information is on PULLTOGETHER.org, Contractor is responsible for ensuring that their contact information is current on the website. Updated information may be sent to info@pulltogether.org.
2. If Contractor's information is not on PULLTOGETHER.org and they would like to request that their information be on the website, please send a request to info@pulltogether.org.
3. If printed materials or printed items are purchased utilizing funds under this contract, those items will be on a PullTogether template or have the PullTogether logo. To obtain the template or logo please email info@pulltogether.org.

4. Contractor is responsible for reaching out to three other non-profits or organizations in their area that serve child and families to discuss how to better collaborate and deliver services in a coordinated manner. A list of non-profits or organizations may be found on PULLTOGETHER.org.

THE AGENCY SHALL:

1. Attend monthly/quarterly NM Early PreK/PreK Leadership Team meetings.
2. Provide timely feedback and direction when requested by the Contractor.
3. Provide payment on approved invoices on a monthly basis to the Contractor.
4. Conduct the on-site (announced and unannounced) and desk reviews related to the PreK Consultation Ongoing Monitoring process to include: a) Observations of onsite consultation, training and technical assistance provided to programs; b) Interviews of consultants, management, FOCUS, Child Care and PreK programs and families; c) Review of documents including but not limited to: consultation reports, site visitation notes, program support documents, financial records, or other required documents requested by the Agency.

***** END OF SCOPE OF WORK *****

B. TECHNICAL DESIRABLE AND MANDATORY SPECIFICATIONS

Offerors shall respond in the form of a thorough narrative to each specification, unless otherwise instructed.

Based on the Agency requirements and the documents appended to this RFP, Offerors must respond to the Technical Mandatory and Desirable Specifications below.

Offerors will be scored based upon the thoroughness and clarity of their response of the engagements cited, and the perceived validity, depth, breadth and value of the response to the requirements set forth.

The narrative, including required supporting material must be addressed and shall demonstrate the Offeror's ability to provide services as defined in the Scope of Work, to be evaluated and awarded points accordingly.

The proposal narrative shall not be more than twenty (20) pages in length.

DESIRABLE SPECIFICATION (Item #1 below)

Offerors should provide a written response to the following Desirable Specification listed below.

CYFD will prioritize funding for the *Comprehensive Early Learning Training and Consultation* program for entities that understand and can articulate the cultural uniqueness, diversity and reality of the State of New Mexico, and how to support practices in underserved and unserved communities.

1. Priority Communities

[50 Points]

- a. Describe your experience and plan to serve early care and learning programs within communities in need of services due to poverty, lack of resources, and child abuse and neglect.

MANDATORY SPECIFICATIONS (Items #2-#6 below)

Offerors must provide a written response for each Mandatory Specification listed below. The proposal response must follow the order in which the specifications are listed below. If an Offeror fails to respond to a mandatory specification, it will result in disqualification of their proposal.

2. Organizational Experience / Capability

[300 Points]

Offerors **must**:

- a. Provide a brief description of relevant experience with state government and private sector. The experience of all proposed subcontractors must be described hereto. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Training, Consultation and Technical Assistance services.
- b. Demonstrate an understanding of the State and an ability to respond to the cultural, linguistic and socio economic needs of each Region identified in this proposal.
- c. Demonstrate an understanding of best practices and national research in training, consultation, coaching and technical assistance practices.
- d. Describe your organization's capability to provide the required Comprehensive Early Learning Training and Consultation System including developing Regional Early Learning Consultation Hubs and Satellites as described in the Scope of Work.
- e. Describe your mission, goal and objectives and how they align with a responsive approach to training, coaching and consultation.
- f. Identify how your organization collaborates with other agencies in the local community to establish a comprehensive and aligned system of care.
- g. Describe how you will ensure that cultural and linguistic sensitivity will be included in all aspects of program planning and service delivery by having bi-lingual and culturally sensitive staff.
- h. Describe your experience, expertise and plans to serve diverse early learning programs in a continuum by establishing a trans-disciplinary approach to professional development and support.
- i. Describe your organization's capacity to apply and implement the Standards and approaches listed in the CYFD Comprehensive Early Learning Training and Consultation Manual.

- j. Describe how your organization is planning on recruiting regional trainers and consultants that will fulfill the responsibilities of providing a comprehensive, responsive and integrated Early Learning Training and Consultation System.
- k. Describe your organization's experience in providing Training, Consultation, onsite coaching and Technical Assistance to early learning programs to support family engagement practices.
- l. Describe your organization's experience in providing Training, Consultation, onsite coaching and Technical Assistance to early learning programs in the implementation of practices that Support Social Emotional Competence in Infants and Young Children, including support to reduce expulsion and suspension of young children from early learning programs.
- m. Describe your organization's experience in providing Training, Consultation, onsite coaching and Technical Assistance to early learning programs to support Dual Language Learning Programming.
- n. Describe your organization's capacity and infrastructure to implement data management systems.
- o. Describe how your organization will support the participation of Early Learning Training and Consultation staff to all training and meetings required by CYFD.
- p. Describe your organization's capacity to hire and maintain the staffing patterns that will support the implementation of a successful Early Learning Training and Consultation System as described in the Scope of Work and in the CYFD Early Learning Training and Consultation Manual.
- q. Describe your organization's ability to provide quality services delivered to early care and learning providers, which includes but is not limited to meeting the needs of diverse providers' language and culture including supports for Dual Language Learners.
- r. As defined in the CYFD Early Learning Training and Consultation Manual, describe how your organization will build or has the capacity to provide the following:
 - Relationship-based, practices, including primary consultation and trans-disciplinary approach practices.
 - Field Supervision and accountability.
 - Reflective practices

3. Program Design

[300 Points]

In assessing Program Design, the Evaluation Committee will examine the degree to which the Offeror demonstrates how they are particularly well-suited in serving the regional and statewide community needs.

- a. Describe how your organization will identify and engage members of the target population, including those in rural and underserved areas.

- b. Describe your organization's plan for initiating new services for the target population. Provide in detail how your organization proposes to engage programs (centers, homes, individuals interested in providing child care) from the time of first contact, through services delivery addressing the detailed continuum of program participation within the different levels of involvement. From basic licensing through STAR 5 including those that participate in CYFD PreK programs.
- c. Describe in detail how your organization will address and document supervisory, productivity and accountability components of the system.
- d. Describe how your organization will apply and implement the CYFD Early Learning Training and Consultation Manual, relevant to program design.
- e. Describe how Reflective Supervision will be incorporated by your organization into the service delivery design.
- f. Describe the role of case management to address program's needs and responsive practices in the program design.

4. Target Populations

[50 Points]

Early Care and Education programs in New Mexico that include but are not limited to Licensed Child Care Centers, Licensed Family Child Care Homes, Out of School Time Programs, License-Exempt providers, Head Start, PreK Programs, etc.

- a. Describe in detail your organization's plan to serve the target population in a comprehensive and responsive manner, taking into account the continuum of support needed for programs from recruitment to participation in quality initiatives.
- b. Describe how the targeted regions and satellite areas will be served by your organization, especially rural unserved and underserved geographic service areas.
- c. Indicate if your organization is experienced in providing services to rural unserved and underserved areas and how you will provide services for rural unserved and underserved areas.

5. Outcomes

[100 Points]

CYFD has identified the specific Performance Outcomes and Performance Measures required for the Early Learning Training and Consultation system as stated in the CYFD Early Learning Training and Consultation Manual.

- a. Describe your organization's experience collecting and tracking performance outcomes.

- b. Awarded contractors will be required to implement a data management system to track Performance Measures and Outcomes of the project. Describe the process your organization will implement to utilize a data management system for data collection and reporting performance information as required by the Agency.
- c. Discuss in detail how your organization will use the performance and assessment information to better serve the programs' needs and ensure delivery of appropriate services including when referrals are indicated.

6. Staff Qualifications

[250 Points]

Below are the Staff Qualification Requirements for this RFP.

- Programs **must** recruit degreed professionals who meet the qualifications as specified in the *Comprehensive Early Learning Training and Consultation Manual*, referenced herein, as part of their consultation team.
- Within six (6) months of hire/contract, coaches must complete the Integrated Learning Approach intensive.
- Within six (6) months of hire/contract, coaches must complete the NM Pyramid Module training.
- Within six (6) months of hire/contract, coaches must complete the Dual Language Learners Module training.
- Train, supervise, and evaluate performance of consultants/trainers.
- All contracted staff, sub-contracts and organizational structures must be verified and/or approved by CYFD.
- Awarded Contractor must hire a director or manager that will be responsible for being the main point of contact or Project Investigator for the system.
- The team **must** follow the staffing patterns as defined in the *Early Learning Training and Consultation Manual* and Scope of Work at each identified Region.

Information provided below will not be included in the twenty (20) page limitation. Staff Qualification documents listed below shall be included in **Tab D.6** of the Proposal. Failure to provide the required Staff Qualifications will result in disqualification of the proposal as not meeting this Mandatory Requirement.

- a) Staff Qualifications Form/Table, Appendix G
- b) Staff knowledge of Infant, Toddler and Preschool Development (prenatal to age five)
- c) Individual staff Licenses, Certificates and Endorsements
- d) Organizational Chart
- e) Cultural Competency of staff, including identification of bilingual staff and position/titles
- f) Caseload size
- g) Service setting / environment
- h) Staff Resumes

C. BUSINESS SPECIFICATIONS

1. Cost Response

- a) Offerors **must** complete the Cost Response Form in APPENDIX D. Failure to completely respond to this section may result in the proposal being considered non-responsive. Your proposed budget must correspond and relate to the activities defined in the Scope of Work of this RFP.

Allowable Costs: Allowable costs are reasonable and chargeable to the contract; Allowable costs must:

- Be necessary and reasonable, and allocable
- Conform to any limitations or exclusions set forth in the cost principles or the award
- Be consistent with policies and procedures afforded all activities of the organization
- Be accorded consistent treatment (a cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost).
- Be determined in accordance with Generally Accepted Accounting Principles (GAAP)
- Not be against the law
- Not already be included in a cost sharing or matching requirement
- Be net of applicable credits
- Be adequately documented

Reasonable Cost Test: A cost may be considered reasonable if the nature and amount of the cost reflect actions that a prudent person would have taken under circumstances prevailing at the time. Among other factors, a reasonable cost is one generally recognized as necessary for the operation of the contractor to fulfill the scope of work, and is consistent with established policies and practices applicable to the organization.

To be reasonable, the cost must:

- Be generally recognized as an ordinary or necessary part of the business
- Follow sound business practices
- Comply with federal, state, and local laws
- Be consistent with the contractor's established practices

Allocable Cost Test: Among other factors, a cost is allocable if: 1) it is necessary to complete the work as specified in the signed contract and 2) can be tied to the objectives of the Scope of work. Allocability involves a determination as to whether the cost can be charged to the contract. To be allocable to the contract, the cost must:

- Be specifically incurred for the contract

- Benefit the contract and other work
- Be necessary for the overall operation of the business.

Travel and Meals

Travel Costs are allowable only to the extent such costs do not exceed charges normally allowed in regular operations as the result of the CYFD and the contractor's written travel policy. In addition, if these costs are charged directly to the contract, documentation must justify that: (1) Participation of the individual is necessary to complete the responsibilities of the Scope of Work. Out-of-State Travel must be pre-approved in writing by CYFD, and (2) The costs shall be reasonable and consistent with CYFD and the contractor's established travel policy.

Costs of Meetings and Conferences: the primary purpose of which the dissemination of technical information are allowable. Allowable costs include meals, transportation, rental of facilities, speakers' fees, and other items incidental to the meeting or conference. These cost shall be adequately documented.

Unallowable Costs:

Certain costs, although many are legitimate business expenses, cannot be included in this contract. This does not mean that the contractor is not allowed to incur these costs; it simply means that CYFD will not pay for them, either directly or indirectly. Unallowable costs are therefore non-covered or non-contracted costs.

- Alcoholic Beverages
 - Bad Debts, includes NSF fees, late fees, returned check fees
 - Contingency Provisions (such as upfront costs)
 - Contributions and Donations
 - Entertainment
 - Fines and Penalties
 - Fund Raising Costs
 - Gift Cards
 - Interest on Borrowed Capital
 - Lobbying Costs
 - Social Memberships
 - Purchase or Lease of Vehicles
 - Capital Outlay - furniture, equipment, remodeling, maintenance and other facilities costs that individually costs more than \$1000.00 will be considered Capital Outlay, therefore not allowable.
- b) Cost Response Narrative (5-page limitation): All charges listed on Appendix D (Line Item Budget) must be justified and evidence of need shall be documented in the proposal Cost Narrative. Your narrative must be comprehensive and you must be thorough in explaining the calculation and purpose for each line item in the proposed budget.

- c) In-Kind/Monetary Response: No-match is not required, however, Offerors need to identify any other resources of funding; both in-kind and monetary that will be used to carry out this project.

2. 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 disqualification.**

3. Copy of Tax Certificate

The Offeror **must** provide a copy of proof of their most recent Tax Certificate issued by the State of New Mexico, Taxation and Revenue Department for the payment of gross receipts tax.

4. Financial Stability

Financial Stability shall be provided only in the electronic copy of your proposal.

Offerors **must** submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

5. 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.

6. Response to Contract Terms and Conditions

The Offeror's proposal **must** be accompanied by the Response to Contract Terms and Conditions located in APPENDIX F. This form **must** be completed by the person authorized to obligate the company.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned per sub-category. The point values assigned per sub-category will be used in the evaluation of each individual potential Offeror proposal received for this RFP.

Factors – Corresponds to Sections IV.B and IV.C	Points Available
IV.B.1. Priority Communities	50
IV.B.2. Organizational Experience/Capability	300
IV.B.3. Program Design	300
IV.B.4. Target Populations	50
IV.B.5. Outcomes	100
IV.B.6. Staff Qualifications	250
IV.C.1. Cost Response	Pass/Fail
IV.C.2. Signed Campaign Contribution Disclosure Form	Pass/Fail
IV.C.3. Copy of Tax Registration Certificate	Pass/Fail
IV.C.4. Financial Stability	Pass/Fail
IV.C.5. Letter of Transmittal	Pass/Fail
IV.C.6. Response to Contractual Terms and Conditions	Pass/Fail
Total Available Points	1,050

B. EVALUATION FACTORS

1. Priority Communities (IV.B.1)

Offeror should answer this **Desirable Specification** if the Offeror has the experience and plan to serve early care and learning programs within communities in need of services due to poverty, lack of resources and child abuse and neglect.

The Agency will prioritize funding for the *Comprehensive Early Learning Training and Consultation* program for entities that understand and can articulate the cultural uniqueness, diversity and reality of the State of New Mexico, and how to support practices in underserved and unserved communities. Up to 50 points will be awarded to an Offeror based on evaluation of the Offeror's documented thoroughness and clarity of the response, and the perceived validity of the response.

2. Organizational Experience / Capability (IV.B.2)

Offeror must answer all **Mandatory Specifications** listed in the Organizational Experience / Capability section of this RFP. Up to 300 points will be awarded based on evaluation of the Offeror's documented thoroughness and clarity of the response, the perceived validity of the response, and the Offeror's overall organizational experience and capability that may

contribute to the success as a provider of Training, Consultation and Technical Assistance services.

3. Program Design (IV.B.3)

Offeror must answer all Mandatory Specifications listed in the Program Design section of this RFP. Up to 300 points will be awarded based on evaluation of the Offeror's documented thoroughness and clarity of the response, the perceived validity of the response, and the degree in which the Offeror demonstrates how they are particularly well-suited in serving the regional and statewide community needs.

4. Target Populations (IV.B.4)

Offeror must answer all Mandatory Specifications listed in the Target Populations section of this RFP. Up to 50 points will be awarded based on evaluation of the Offeror's documented depth, thoroughness and clarity of the response, the perceived validity of the response, and the degree in which the Offeror demonstrates their overall ability to serve the targeted population in a comprehensive and responsive matter.

5. Outcomes (IV.B.5)

Offeror must answer all **Mandatory Specifications** listed in the **Outcomes** section of this RFP. Up to 100 points will be awarded based on evaluation of the Offeror's documented depth, thoroughness and clarity of the response, the perceived validity of the response, and the degree in which the Offeror demonstrates their overall ability to meet the Performance Measures and Outcomes required for Early Learning Training and Consultation system as stated in the *CYFD Early Learning Training and Consultation Manual*.

6. Staff Qualifications (IV.B.6)

Offeror must answer and provide supporting documentation for all **Mandatory Specifications** listed in the Staff Qualifications section of this RFP. Up to 250 points will be awarded based on evaluation of the Offeror's supporting documents demonstrating staff meets the required staff qualifications in accordance to the *Early Learning Training and Consultation Manual* and Scope of Work, and are suited to perform statewide Training, Consultation and Technical Assistance services to programs.

7. Cost Response (IV.C.1) Pass/Fail only, no points are assigned. Cost Response to this RFP is subject to contractual negotiations if necessary for contractual allotments based on availability of funds.

8. Signed Campaign Contribution Disclosure Form (IV.C.2) Pass/Fail only, no points assigned. Failure to sign and return this form will automatically disqualify you from further consideration.

9. Copy of Tax Registration Certificate (IV.C.3) Pass/Fail only, no points assigned.

10. Financial Stability (IV.C.4) Pass/Fail only, no points assigned. Must be included in the electronic copy only.

11. Letter of Transmittal (IV.C.5) Pass/Fail only, no points assigned.

12. Response to Contractual Terms and Conditions (IV.C.6) Pass/Fail only, no points assigned.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Statewide CYFD Comprehensive Early Learning Training and Consultation RFP No. 17-690-17-14323

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX H.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **5:00 P.M. MDT on May 16, 2017**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

- This name and address will be used for all correspondence related to the Request for Proposal.
- Firm does / does not (**circle one**) intend to respond to this Request for Proposal.
- Are you registered as a State of New Mexico Vendor? __Yes SHARE Vendor #: _____
____No, I will need to be registered (You must contact the Procurement Manager to get registered).

Michelle Montoya, Procurement Manager
Statewide CYFD Comprehensive Early Learning Training and Consultation
RFP No. 17-690-17-14323
E-mail: michellee.montoya@state.nm.us

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“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.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

APPENDIX C

SAMPLE CONTRACT

Note: If your organization is a Public / Governmental Entity you may request an Agreement Template from the Procurement Manager for review

STATE OF NEW MEXICO

CHILDREN, YOUTH AND FAMILIES DEPARTMENT PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the “Agency,” and **NAME OF CONTRACTOR** _____, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (DFA).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

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

2. Compensation.

A. The Agency shall pay to the Contractor for services satisfactorily performed **as outlined in the budget which is made part of this Agreement as Attachment 2 – Budget**. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed **[write out amount in words]** (\$AMOUNT). 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 DFA. All invoices **MUST BE** received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

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

(—OR—)

(CHOICE – MULTI-YEAR)

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 **[write out amount in words]** (\$AMOUNT). 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 in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices **MUST BE** received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on (**TERM 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 must 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 any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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

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

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

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's

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

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. The Contractor agrees to comply with the requirements and regulations set forth in Attachment 3 - CYFD Administrative and Fiscal Standards, unless the Contractor effectively demonstrates in writing, with written approval from CYFD, that any specific Standard is inapplicable to such Contractor.

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 programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

22. Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting,

contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

23. 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.

24. 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.

25. 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

Children, Youth and Families Department

ASD – Contract Development Unit

PERA Building, Room 101

1120 Paseo De Peralta

Santa Fe, NM 87501

To the Contractor:

[CONTRACTOR INFORMATION].

26. 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.

27. Background Checks.

Agency contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with 8.8.3 NMAC requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. Additionally, all Information Technology (IT) contractors are required to have a background check. The Contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. Agency Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required employees, staff or volunteers in accordance with 8.8.3 NMAC standards. An Agency eligibility letter must be in the Contractor employee's, staff member's, or volunteer's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

28. Health Insurance Portability and Accountability Act of 1996.

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, and the terms in **Attachment 4, Business Associate Agreement**, which is attached and incorporated by reference.

29. Suspension and Debarment Form.

The Contractor agrees to comply with the guidelines set forth in the Suspension and Debarment Form in **Attachment 5, Suspension and Debarment Form**.

30. Federal Award Identification.

Federal award information provided to Contractor based on Uniform Grant Guidance requirements, Title 2 Subtitle A Chapter 2 Part 200 Subpart D Section 200.331. This information relates to sub-recipients of Federal award at the time of award in **Attachment 6, Federal Award Identification form**.

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

By: _____ Date: _____
Agency

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

By: _____ Date: _____
Agency's Chief Financial Officer

By: _____ Date: _____
Contractor

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

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

By: _____ Date: _____
Taxation and Revenue Department

This Agreement has been approved by the DFA Contracts Review Bureau:

By: _____ Date: _____
DFA Contracts Review Bureau

Attachment 1 – Scope of Work

CONTRACTOR NAME

DETAILED SCOPE OF WORK - INSERTED HERE

SOW Appendix 1
Counties Related to Each Region

Under the guidance of CYFD, satellites shall be established under the Regional Early Learning Consultation Hubs, to ensure coordination and outreach to underserved communities.

Note: Locations identified in this Appendix are subject to change.

1. Las Cruces
 - a. Dona Ana
 - b. Hidalgo
 - c. Luna
 - d. Grant
 - e. Sierra
 - f. Lincoln (Satellite)
 - g. Otero (attached to satellite)
2. Albuquerque
 - a. Bernalillo
 - b. Valencia
 - c. Socorro
 - d. Torrance
 - e. Guadalupe
3. Española
 - a. Rio Arriba
 - b. Los Alamos
 - c. Santa Fe
 - d. San Miguel
 - e. Mora
 - f. Taos (satellite)
 - g. Colfax (belongs to Satellite)
 - h. Union (belongs to Satellite)
 - i. Hardin (belongs to Satellite)
4. Gallup
 - a. McKinley
 - b. San Juan
 - c. Cibola
 - d. Catron
 - e. Sandoval (satellite)
5. Clovis
 - a. Curry
 - b. Quay
 - c. De Baca
 - d. Roosevelt
 - e. Chavez

- f. Eddy (Satellite)
- g. Lea (belongs to Satellite)

Under the guidance of CYFD, satellites shall be established under the Regional Early Learning Consultation Hubs, to ensure coordination and outreach to underserved communities.

- 1. Ruidoso
 - a. Lincoln
 - b. Otero
- 2. Taos
 - a. Colfax
 - b. Union
 - c. Hardin
- 3. Rio Rancho
 - a. Sandoval County
- 4. Carlsbad
 - a. Eddy
 - b. Lea

Attachment 2 – Budget
CONTRACTOR NAME

e-BUDGET INSERTED HERE

FUNDING INFORMATION:

Attachment 3

CHILDREN, YOUTH AND FAMILIES DEPARTMENT'S
ADMINISTRATIVE
AND
FISCAL STANDARDS

For Sole Proprietors,
For Non-Profit Organizations,
Local Bodies of Government,
And
For-Profit Incorporated Entities

Revised February 16, 2017

Note: All contractors and subcontractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document. In the event of a contradiction between these standards and contract requirements the contract agreement supersedes the Administrative and Fiscal Standards.

ADMINISTRATIVE STANDARDS

For Non-Profit Organizations (with the exception of New Mexico higher education institutions, executive, judicial, and legislative branches of state government)

1. The Board shall ensure that the Non-Profit Organization has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.
2. The Board shall ensure that the Non-Profit Organization has current by-laws that are filed with the appropriate local, state, federal body or higher education institutions. At a minimum, the Non-Profit Organization's by-laws should include:
 - a. Membership (types, qualification, rights, duties);
 - b. Size of Board of Directors;
 - c. Method of selection and removal;
 - d. Duties and responsibilities of officers;
 - e. Committees;
 - f. Quorums;
 - g. Recording of minutes;
 - h. Method for amending by-laws.
3. The Board shall ensure that the Non-Profit Organization complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.
4. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The Non-Profit Organization shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.
5. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the Non-Profit Organization's Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.

For All Contractors

Personnel

1. The Contractor shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the organization. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the organization.
2. The Contractor shall have written personnel policies and procedures. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.
3. The Contractor shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) within the Contractor entity. Each job description shall include, at a minimum:
 - a. Job title;
 - b. Salary range;
 - c. Duties;
 - d. Responsibilities of the positions;
 - e. Required minimum experience;
 - f. Required minimum training;
 - g. Required minimum education.
4. The Contractor shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer or employee. A personnel record on each volunteer or employee shall contain, at a minimum;
 - a. Job description;
 - b. Initial application/resume;
 - c. Documentation of reference letters;
 - d. Result of employment investigation;
 - e. Background checks;
 1. Agency contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to children. Additionally, all Information Technology (IT) contractors are required to have a background check. The Contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. Agency Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. An Agency eligibility letter must be in the employee, volunteer or staff member's

personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to children.

- f. Education/experience required;
- g. Wage and salary information;
- h. Job performance evaluation;
- i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
- j. Incident reports;
- k. Commendations or disciplinary actions (if any).

This information must be reliable, accurate and current. All employee and volunteer records must be kept in a locked file to ensure confidentiality.

- 5. The Contractor shall be headed by a director. The director shall be responsible for the daily operation of the Contractor through decision-making, authorization of expenditures, and the implementation of policies and procedures.

Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the Contractor's programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American's with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

FISCAL STANDARDS

For All Contractors

Compliance

- 1. The Contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds as referenced in the section Source Sheet of the CYFD Administrative and Fiscal Standards.
- 2. The Contractor shall comply with all aspects of the provision of the contract, including all insurance, bonding and audit and financial reporting requirements.
- 3. The Contractor (non-federal entities and applicants) must disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- 4. The Contractor (non-federal entities and applicants) shall maintain a code of conduct policy that includes annual review and disclosure of any employee, board member or

subcontractor (e.g., [consultants](#) or [independent contractors](#)) that may have a **conflict of interest** or **conviction of a misdemeanor or felony**, had a judgment withheld or deferred, or are currently charged with committing a misdemeanor or felony.

Insurance

1. The Contractor, (with the exception of New Mexico higher education institutions, **executive, judicial, and legislative branches of state government**) shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current Agency contract(s).
2. The Contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single occurrence. The policy shall be secured by the Contractor within thirty (30) days of the effective date of the current contract.
3. The Contractor, (with the exception of New Mexico higher education institutions **executive, judicial, and legislative branches of state government**) if insured by General Services Department's Risk Management Division, shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the Contractor, which is furnished or owned by the Agency or in which the Agency has a financial interest, within thirty (30) days of the effective date of the current agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover the Agency's loss, if any to such property, in the event of fire or other hazard.
4. The Contractor, (with the exception of New Mexico higher education institutions **executive, judicial, and legislative branches of state government**) if insured by General Services Department's Risk Management Division, shall name Children, Youth and Families Department as an "Additional Insured" with the insurance carrier of the Contractor's liability insurance. A copy of the Contractor's "Certificate of Liability Insurance" proving compliance with all the above insurance requirements must be available upon request.

Fiscal Books of Records

The Contractor must maintain the following books of record:

1. Chart of Accounts
2. General Ledger
3. Cash Receipts and Cash Disbursements Journals

4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.
5. Subsidiary ledgers, if applicable to the organization.
6. Any Capital Outlay Inventory purchased with Agency funding includes at a minimum:
 - a. Description of property;
 - b. Serial number or other ID number;
 - c. Date of purchase;
 - d. Acquisition cost by funding source(s);
 - e. Location and use of property;
 - f. Disposition data including date and price, if any.
7. Payroll journals and employee earnings records.
8. Fiscal Policy and Procedures that must include:
 - a. Handling of cash/checks;
 - b. Handling of voided checks;
 - c. Authorized check signatures;
 - d. Bank reconciliations;
 - e. Separation of duties;
 - f. Accounting system;
 - g. Travel, if included in the services, will adhere to Per Diem and Mileage Act Sections 10-8-1 to 10-8-8 NMSA 1978, regulations governing the per diem and mileage Act, and 2.42.2.11 NMAC, mileage –private conveyance, effective June 19, 2009.)
 - h. Cost allocation method;
 - i. Accounting policies for donations.
 - j. Conflict of Interest Policy

Reports

1. The Contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.
2. The Contractor shall complete in full and submit the required forms of the New Mexico State Department of Labor.
3. The Contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

Retention of Records

The following are the requirements for the retention of financial records:

1. The Contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Agency and if applicable, the New Mexico State Auditor or their designee.
2. The Agency shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the Contractor and the Agency shall not foreclose the right of the Agency to recover excessive, illegal payments, and/or payments which are not in accordance with the contract.
3. The Contractor shall maintain the funds from the Agency contract **separately** in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Agency as described in this Administrative and Fiscal Standards Guidance.
4. The financial management systems established by the Contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Agency at the same time as the annual financial audit or financial statement. The Schedule must include the approved original budget for the fiscal year, revised budget, actual revenue and expenditures and a variance column.

Audits

NOTE: Audit and financial reporting requirements are applicable to all contractors and subcontractors of the Children, Youth and Families Department.

1. Sole proprietor contractors receiving Agency funds under \$100,000.00 must submit to the Agency the Internal Revenue Services (IRS) Schedule C Profit or Loss From Business (Sole Proprietorship) and provide the State of New Mexico Taxation and Revenue Department Combined Report System (CRS-1) Form. Sole Proprietor billings are subject to review by the Agency contract and program site reviewers and must be available upon request. A Sole Proprietorship is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business.
2. Audits for a contractor receiving under \$250,000.00 per year in cumulative Agency funds (a total of all Agency contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
 - a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of Net Position and Income Statement or Statement of Activities. The contractor shall

disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be submitted to the Agency's Contract Audit Unit within three (3) months of the contractor's fiscal year end.

- b) This section (Section 2) does not apply to sole proprietor contracts covered under Audits section 1.
3. Audits for a contractor receiving \$250,000.00 to \$500,000.00 per year in cumulative Agency funds (a total of all Agency contracts awarded to the contractor with in a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
- a) The contractor shall have an Independent Auditor's Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance established by the American Institute of Certified Public Accountants. The AUP report shall be submitted to the Agency's Contract Audit Unit within nine (9) months of the contractor's fiscal year end.
 - b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break.
 - c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
4. Audits for a contractor receiving \$500,000.00 or greater per year in cumulative Agency funds must disclose how much funding is being received from governmental funds (a total of all Agency contracts awarded to the contractor with in a fiscal year):
- a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be submitted to the Agency's Contract Audit Unit within nine (9) months of the contractor's fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
 - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two year break.

- c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
- 5. A contractor receiving over \$750,000.00 per year in cumulative Federal funds must disclose in their financial audit report how much funding is being received from governmental funds (a total of all funds awarded to the contractor within a fiscal year) must adhere to the “uniform guidance for federal awards” (Uniform Guidance). The standards set forth in Title 2 Grants and Agreements Subtitle A Chapter II Part 200 Subpart F- Audit Requirements. For one full fiscal year after the effective date of the uniform guidance, non-federal entities must comply with the terms and conditions of their federal award, which will specify whether the uniform guidance applies. The contractor must have available upon request a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
 - a) The audited financial statements shall be submitted to the Agency’s Contract Audit Unit within nine (9) months of their fiscal year end. The contractor must also have available upon request the Management Letter Comments issued by the Independent Auditor in a separate report.
 - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break.
 - c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
- 6. Financial Statements, Independent Auditor’s Report of Agreed-Upon Procedures (AUP), and Audits must be mailed to:

Children, Youth and Families Department
Administrative Services Division
Contract Audit Unit
P.O. Box 5160
Santa Fe, NM 87502

SOURCE SHEET

ADMINISTRATIVE REQUIREMENTS

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

<https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration-Financial Control Division

<http://www.nmdfa.state.nm.us/Manuals.aspx>

The State of New Mexico State Auditor, State Audit Rule

http://www.saonm.org/state_auditor_rule

COST PRINCIPLES

Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information.

Title 2 Grants and -Agreements Subtitle A Chapter II Part 200,

- Subpart A – Acronyms and Definitions
- Subpart B- General Provisions
- Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards
- Subpart D- Post Federal Award Requirements
- Subpart E- Cost Principles
- Subpart F – Audit Requirements

FASB and AICPA Statements and Professional Pronouncements.

AUDITS

U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).

FASB and AICPA Statements and Professional Pronouncements.

Attachment 4 – Business Associate Agreement

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

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

Attachment 5

Children, Youth and Families Department

Suspension and Debarment Form

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

remedies available to the Agency, the Agency may terminate the contract.

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

By: _____
Contractor

Date: _____

Attachment 6

Children, Youth and Families Department

Federal Award Identification

As required by UGG Title 2: Grants and Agreements Subpart D §200.331 the following information is being provided:

- (i) Sub-recipient name:
- (ii) Sub-recipient's Data Universal Numbering System (DUNS) unique number:
- (iii) Federal Award Identification Number (FAIN):
- (iv) Federal Award Date (§200.39):
- (v) Sub-award Period of Performance Start and End Date:
- (vi) Amount of Federal Funds Obligated by this action:
- (vii) Total Amount of Federal Funds Obligated to the sub-recipient:
- (viii) Total Amount of the Federal Award committed to the sub-recipient by the pass-through entity:
- (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
- (xi) Catalog of Federal Domestic Assistance (CFDA):
- (xii) Identification of whether the award is Research and Development (R&D): ☐ Yes ☐ No
- (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs):
- (xiv) Requirements imposed by pass-through entity specific to Federal award requirements:

APPENDIX D

COST RESPONSE FORM

LINE ITEM BUDGET INSTRUCTIONS

General:

Appendix D includes a line item budget that breaks down the funding requested by the Offeror demonstrating annual costs for services. Cost reimbursements provided in response to this RFP are subject to contractual negotiations if necessary for contractual allotments based on availability of funds.

Your proposed budget must correspond and align to the activities defined in the Scope of Work of this RFP.

Allowable Costs: Allowable costs are reasonable and chargeable to the contract. It is important to note that these cost principles apply not only to cost-reimbursable contracts, but also to fixed-price contracts

Allowable costs must:

- Be necessary and reasonable, and allocable
- Conform to any limitations or exclusions set forth in the cost principles or the award
- Be consistent with policies and procedures afforded all activities of the organization
- Be accorded consistent treatment – a cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- Be determined in accordance with GAAP
- Not be against the law
- Not already be included in a cost sharing or matching requirement
- Be net of applicable credits
- Be adequately documented

Reasonable Cost Test: A cost may be considered reasonable if the nature and amount of the cost reflect actions that a prudent person would have taken under circumstances prevailing at the time. Among other factors, a reasonable cost is one generally recognized as necessary for the operation of the contractor to fulfill the scope of work, and is consistent with established policies and practices applicable to the organization.

To be reasonable, the cost must:

- Be generally recognized as an ordinary or necessary part of the business
- Follow sound business practices
- Comply with federal, state, and local laws
- Be consistent with the contractor's established practices

Allocable Cost Test: Among other factors, a cost is allocable if: 1) it is necessary to complete the work as specified in the signed contract and 2) can be tied to the objectives of the Scope of work.

Allocability involves a determination as to whether the cost can be charged to the contract. To be allocable to the contract, the cost must:

- Be specifically incurred for the contract
- Benefit the contract and other work
- Be necessary for the overall operation of the business.

Travel and Meals

Travel Costs are allowable only to the extent such costs do not exceed charges normally allowed in regular operations as the result of the CYFD and the contractor's written travel policy. In addition, if these costs are charged directly to the contract, documentation must justify that: (1) Participation of the individual is necessary to complete the responsibilities of the Scope of Work. Out of State Travel must be pre-approved in writing by CYFD, and (2) The costs shall be reasonable and consistent with CYFD and the contractor's established travel policy.

Costs of meetings and conferences: the primary purpose of which is the dissemination of technical information, are allowable. Allowable costs include meals, transportation, rental of facilities, speakers' fees, and other items incidental to the meeting or conference. These cost should be adequately documented.

Unallowable costs:

Certain costs, although many are legitimate business expenses, cannot be included in this contract. This does not mean that the contractor is not allowed to incur these costs; it simply means that CYFD will not pay for them, either directly or indirectly. Unallowable costs are therefore non-covered or non-contracted costs.

- Alcoholic Beverages
- Bad Debts, includes NSF fees, late fees, returned check fees
- Contingency Provisions (such as upfront costs)
- Contributions and Donations
- Entertainment
- Fines and Penalties
- Fund Raising Costs
- Gift Cards
- Interest on Borrowed Capital
- Lobbying Costs
- Social Memberships
- Purchase or Lease of Vehicles
- Capital Outlay – furniture, equipment, remodeling, maintenance and other facilities costs that individually costs more than \$1000.00 will be considered Capital Outlay, therefore not allowable.

Administrative overhead shall not exceed ten percent (10%).

Specific:

There are seven (7) category totals and one (1) grand total. The category totals are the sums of the following:

1. Personnel Services and Employee Benefits

List the totals for each of the following salary line items: full-time, part-time and temporary personnel. Include vacancies. Include only the salary to be paid by the CYFD. Budget all employee benefits afforded by your organization to be paid by the CYFD.

2. Contractual Services

Include expenses for reportable contractual professional services.

3. In-state Travel

In-state travel may be paid to employees of the program who are traveling to perform work in accordance to the Scope. In-state travel will be reimbursed according to the State of New Mexico Mileage and Per Diem Act based on the current per diem and mileage rate set by the New Mexico Department of Finance Mileage Rule 2.42.2 NMAC.

4. Maintenance and Repairs

Include expenses for minor maintenance and repair work of facilities and equipment that individually costs less than \$1000.00. Major work and renovations over \$1,000.00 is not allowable.

5. Supplies

Include expenses for expendable supplies such as paper, folders, pens and photocopying costs. Include expenses for furniture and equipment that individually costs less than \$1000.00.

6. Other Operating Costs

Include expenses for operating costs such as postage, utilities, telecommunications, etc.

7. Out-of-state travel

Out-of-state travel expenses shall be reimbursed according to the rates set by the New Mexico Mileage and Per Diem Act. Out-of-state travel must be pre-approved by the CYFD Agency Program Manager prior to travel.

LINE ITEM BUDGET

Offeror Name: _____

In response to RFP No. 17-690-17-14232

Total Annual Amount Requested: \$ _____

4-Year Total Amount Requested: \$ _____

DUNS Number: _____

1. PERSONNEL SERVICES AND EMPLOYEE BENEFITS

LINE ITEM NAME	ANNUAL BUDGET AMOUNT
PERMANENT POSITION-FULL/PART TIME	\$ _____
TEMPORARY POSITION- FULL/PART TIME	\$ _____
GROUP INSURANCE PREMIUM	\$ _____
RETIREMENT CONTRIBUTIONS	\$ _____
F.I.C.A.	\$ _____
WORKERS COMPENSATION PREMIUM	\$ _____
UNEMPLOYMENT COMP. PREMIUM	\$ _____
EMPLOYEE LIABILITY INSURANCE PREMIUM	\$ _____
RETIREE HEALTH CARE CONTRIBUTIONS	\$ _____
OTHER EMPLOYEE BENEFITS	\$ _____
TOTAL	\$ _____

2. CONTRACTUAL SERVICES

LINE ITEM NAME	BUDGET AMOUNT
REPORTABLE PROFESSIONAL SERVICES	\$ _____
TOTAL	\$ _____

3. IN-STATE-TRAVEL & TRANSPORTATION

LINE ITEM NAME	BUDGET AMOUNT
EMPLOYEE IN-STATE MILEAGE AND FARES	\$ _____
EMPLOYEE IN-STATE MEALS AND LODGING	\$ _____
TRANSPORTATION—FUEL & OIL	\$ _____
TRANSPORTATION—OTHER TRAVEL	\$ _____
TOTAL	\$ _____

4. MAINTENANCE

LINE ITEM NAME	BUDGET AMOUNT
MAINTENANCE—FURNITURE & EQUIP.	\$ _____
REPORTABLE OTHER MAINTENANCE [specify]	\$ _____

TOTAL \$

5. OPERATING COSTS

LINE ITEM NAME	BUDGET AMOUNT
SUPPLIES—OFFICE SUPPLIES	\$
SUPPLIES—EDUCATION	\$
SUPPLIES—INVENTORY EXEMPT(less than \$1,000)	\$
ADMINISTRATIVE OVERHEAD (max 10%)	\$
MISCELLANEOUS OTHER EXPENSES [specify]	\$
TOTAL	\$

6. OTHER OPERATING COSTS

LINE ITEM NAME	BUDGET AMOUNT
PRINTING & PHOTOGRAPHIC	\$
POSTAGE & MAIL	\$
UTILITIES	\$
RENT OF EQUIPMENT [specify]	\$
TELECOMMUNICATIONS	\$
SUBSCRIPTIONS & DUES	\$
EMPLOYEE TRAINING	\$
ADVERTISING	\$
TOTAL	\$

7. OUT-OF-STATE TRAVEL CATEGORY

LINE ITEM NAME	BUDGET AMOUNT
OUT-OF-STATE MILEAGE AND FARES	\$
OUT-OF-STATE MEALS	\$
OUT-OF-STATE LODGING	\$
TOTAL	\$
GRAND TOTAL	\$

COST RESPONSE BUDGET NARRATIVE

Offeror's Name: _____

In Response to RFP No. 17-690-17-14323

DUNS Number: _____

Total Annual Amount Requested: \$ _____

4-Year Total Amount Requested: \$ _____

<u>LINE ITEM DESCRIPTION</u>	<u>Annual Amount Requested</u>	<u>JUSTIFICATION/DESCRIPTION</u>

COST RESPONSE: IN-KIND / MONETARY RESPONSE

Offeror's Name: _____

In Response to RFP No. 17-690-17-14323

No-match is not required, however, Offeror needs to identify any other resources of funding, both in-kind and monetary, that will be used to carry out this project.

APPENDIX E

LETTER OF TRANSMITTAL FORM

RFP No.: 17-690-17-14323 / Statewide CYFD Comprehensive Early Learning Training and Consultation

Offeror Name: _____ **FED ID#:** _____

Items #1 to #7 MUST BE COMPLETED IN FULL.

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

___ No sub-contractors will be used in the performance of any resultant contract; OR

___ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

___ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

___ I acknowledge receipt of any and all amendments to this RFP.

Date: _____
Authorized Signature (Must be signed by the person identified in item #2, above.)

APPENDIX F

RESPONSE TO CONTRACT TERMS AND CODITIONS

RFP No. 17-690-17-14323

Check one:

- _____ **All terms and conditions set forth in this Request for Proposals including all appendices are accepted.**
- _____ **Objections are made to the following terms and conditions set forth in this Request for Proposals including all appendices (refer to Section II.C.15 of this RFP for requirements).**

Objection #____ **(number sequentially)**

Item Objected: _____

Reason: _____

Use additional lines or sheets if necessary.

APPENDIX G

STAFF QUALIFICATIONS FORM

INSTRUCTIONS FOR STAFF QUALIFICATIONS AND PERSONNEL

This form provides a summary of the job titles and qualifications for all staff members that will be employed to provide the proposed services. Follow the instructions provided below and provide the requested information utilizing the Staff Qualifications Table on the next page.

1. Position Title

Indicate the staff name and associated position/title for each position for which funds are requested. Include both programmatic and administrative staff. If a position is vacant at the time of the Proposal submission, but will be filled for the project, please indicate this in place of the name and title.

2. Education and Training

Indicate the highest level of education achieved by the staff person named in Item #1 above (i.e. high school, AA degree, BA degree, or Master's degree). You shall also include resumes, licensures and/or certifications for each staff person in Tab D.6 of your proposal.

3. Experience

Indicate the applicable job experience of each staff person named in Item #1 above. Indicate the number of years worked for each job experience.

4. Work Hours Per Week

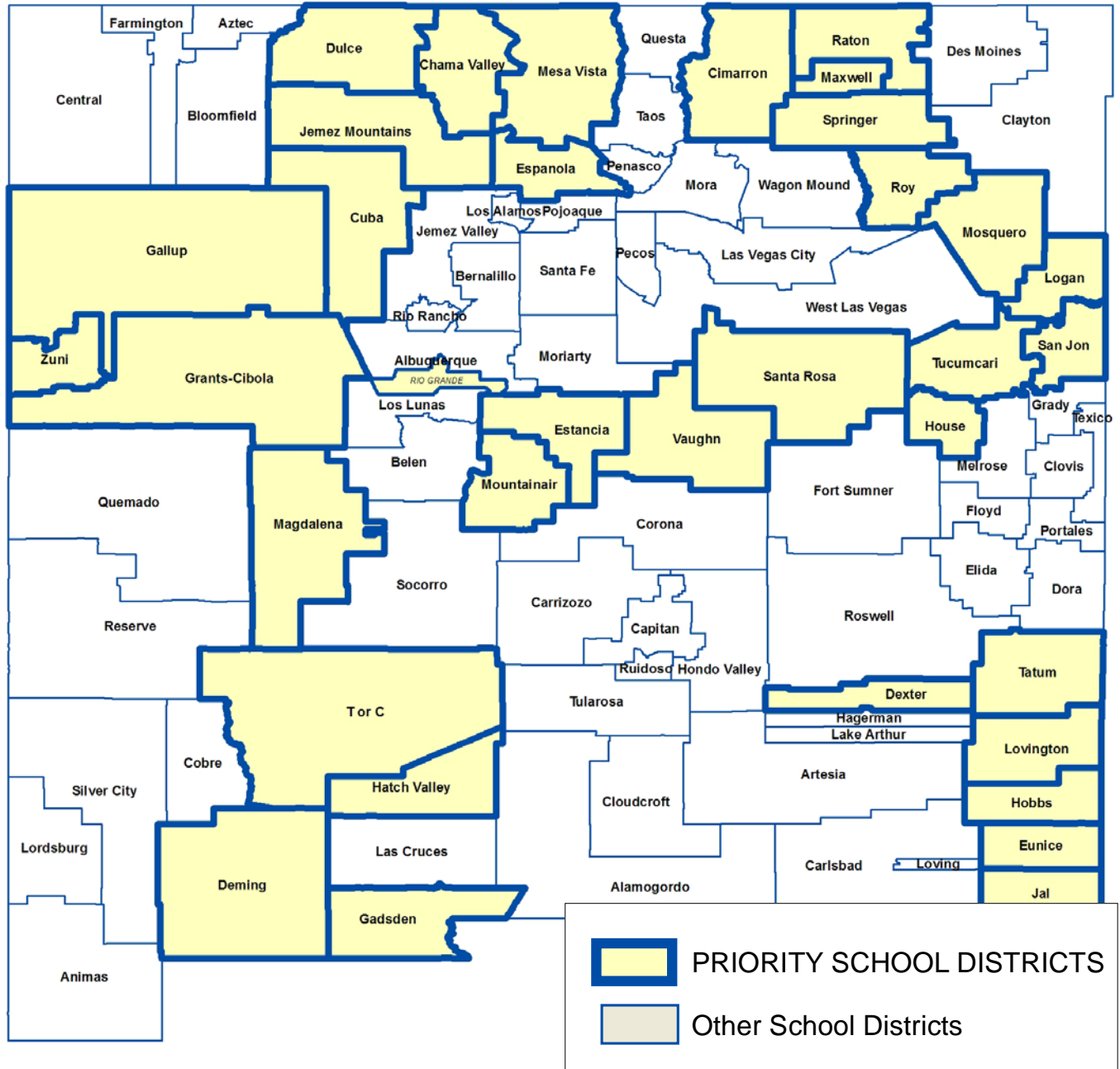
Indicate the projected number of hours per week that the staff person will work for the proposed project. If the position is vacant, indicate the proposed number of hours the staff person will work per week.

STAFF QUALIFICATIONS TABLE

PERSONNEL STAFF NAME & TITLE	EDUCATION and TRAINING	EXPERIENCE Number of Years in field	NUMBER OF WORK HOURS PER WEEK

APPENDIX H

NM EARLY CHILDHOOD INVESTMENT ZONES



A COLLABORATIVE EFFORT OF NM DEPARTMENT OF HEALTH, CHILDREN, YOUTH AND FAMILIES DEPARTMENT AND THE PUBLIC EDUCATION DEPARTMENT

POVERTY, INFANT DEATHS AND CHILD ABUSE IN NEW MEXICO HIGH RISK NEIGHBORHOODS

The Community Assessment infrastructure developed by the New Mexico Department of Health allows for precise targeting of high risk neighborhoods based on multiple risk factors and social determinants of health. IBIS and NMCDC support the Department of Children, Youth and Families to direct resources to areas of most need, build capacity among program planners and interventionist to use data effectively, and track the impact of state programs to improve population health.

New Mexico Department of Health Indicator Based Information System (IBIS) - <https://ibis.health.state.nm.us/>

New Mexico Community Data Collaborative (NMCDC) - <http://nmcdc.maps.arcgis.com/home/index.html>