

STATE OF NEW MEXICO
New Mexico Human Services Department
Income Support Division



REQUEST FOR PROPOSALS

RFP# 20-630-00-21545

Correspondence Management and Batch Mailing Services

Issue Date: June 22, 2012

Proposal Due Date: July 25, 2012

HSD RFP# 12-630-9000-0012

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Human Services Department, Income Support Division (HSD/ISD) is requesting proposals for an experienced, local vendor that can provide technical development, testing, printing and insertion of client correspondence in a test environment for the Department's upcoming transition to the Automated System Program and Eligibility Network (ASPEN) project. After testing is complete the vendor will provide ongoing printing, insertion and mailing of client correspondence during the Department's pilot phase and continuing through each wave of transition during the projects "Go Live" phase. The Department mails client correspondence of over three hundred (300) separate types of notices that are compiled from up to four different data sources in a single document (in both Spanish and English) in quantities of up to twenty thousand (20,000) pieces a day and two hundred twenty thousand (220,000) pieces a month in a timely, accurate manner. With the implementation of ASPEN it is critical for the vendor to transition from four data sources to a single data source to ensure the timely issuance of benefits issuance and notifications as well as properly archive historical records for potential legal challenges.

B. VISION

The ISD serves one in four New Mexicans, providing critical assistance to those most in need within very tight timelines. A large part of the interaction between the citizens of New Mexico and the Division is done via the United State Postal Service (USPS) in the form of written communications including approval of benefits, denial of benefits, updates to coverage and requests for face to face meetings. The accuracy, timeliness and consistency of these notices are a vital component of the success of the programs administered by the Division. The agency envisions a transition from the current processing of this client correspondence from the current operation to a newly awarded vendor that will occur without delays in notices reaching the clients and a high degree of accuracy on all pieces in the most cost-effective manner available.

C. SUMMARY SCOPE OF WORK

The successfully awarded vendor will perform the following four major tasks:

The contractor must have the ability to provide a testing environment within a sixty (60) mile radius of Santa Fe or Albuquerque, New Mexico, where they will test newly developed client correspondence notices generated by a test group with real time scenarios. The contractor must have the ability to receive a PCL print file from HSD's new eligibility system (ASPEN) that has data merged onto a template. ASPEN will sort the notices and aggregate them by name and address to insert into a single envelope. They must also have the ability to incorporate documents from other sources and or mail merge notices from other potential sources into a given set of addresses.

The contractor must provide no more than a two day turn around to process change requests and they must be capable of providing same day service for some requests

regarding correspondence which may include: participating in project meetings, providing tests and samples of created notices and providing timely accurate feedback associated with any problems in the modifications and additions to existing services.

The contractor must be capable of Attaching pre-printed forms, flyers, reply envelopes, etc. provided by agency with various types of mail outs as instructed.

The contractor must also print, sort, fold, insert and bulk mail notices along with any agency provided attachments through USPS within timeframes required by agency ongoing after testing, pilot and full implementation of ASPEN project

D. SCOPE OF PROCUREMENT

The scope of procurement encompasses the processing, electronic assembling, printing and mailing of various written communications between the HSD/ISD and their clients.

The initial contract shall begin on the date of award, as indicated in Section II.A “Sequence of Events”, or as soon as possible thereafter, for a term of one (1) year. The contract may be amended by mutual agreement of the parties upon written notice by either party to the other. HSD reserves the option to renew the initial contract on an annual basis, or any part thereof, for up to three (3) additional one (1) year terms or any portion thereof. In no case will this contract, including all renewals thereof, exceed a total of four (4) years in duration. After the initial term, the rates cannot increase more than a total of 5% for the duration of the contract including all renewals/amendments and adjustments. All renewals/amendments and adjustments must be approved by NMHSD/ISD and the State Purchasing Agent. This procurement will result in a single source award.

E. PROCUREMENT MANAGER

Offeror **PROPOSAL** shall be addressed and delivered as follows:

Jeff Barela
Procurement Manager
Correspondence Management and Batch Mailing RFP
Purchasing Division, General Services Department
Joseph M. Montoya State Office Building, Room 2016
1100 St. Francis Drive
Santa Fe, NM 87505
Telephone: (505) 476-3986
Fax Number: (505) 476-3950
Email: jeff.barela@state.nm.us

ALL OTHER CORRESPONDENCE via US Mail, facsimile, or express carrier shall be addressed as follows:

Jeff Barela, Procurement Manager

Human Services Department
Income Support Division
2009 S Pacheco
Pollon Plaza
Santa Fe, NM 87505
Telephone: (505) 827-6244
Fax Number: (505) 827-7259
Email: jeff.barela@state.nm.us

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of the Agency.

F. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Agency” means the New Mexico Human Services Department.

“ASPEN” means the Automated System Program and Eligibility Network.

“Close of Business” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.

“Contract Manager” means the individual selected by the Agency to monitor and manage all aspects of the contract resulting from this RFP.

“Contractor” means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State.

“Deliverable” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

“Department of Information Technology” or “DOIT” means the New Mexico Department of Information Technology which is responsible for operating the data center and all communications related items.

“Desirable”—The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Determination” means the written documentation of a decision of a procurement manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.

“DFA” means the Department of Finance and Administration for the State of New Mexico.

“DFA/CRB” means the Contracts Review Board of the Department of Finance and Administration for the State of New Mexico.

“Division” means the Income Support Division of the New Mexico Human Services Department.

“Employer” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.) Such definition does not include governmental entities.

“Evaluation Committee” means a body appointed by the Agency management to perform the evaluation of offeror proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the State Purchasing Agent for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

“Finalist” is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

“Go Live” means the point in time when all ISD locations generating client correspondence have been converted to the ASPEN system.

“ITD” is the Information Technology Division of the New Mexico Human Services Department.

“Mandatory” The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.

“Milestone” means a significant event in a project, usually the completion of a major deliverable.

“New Mexico Employee” means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.

“Offer” means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as Insure New Mexico!

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

“Pilot” means the first office to fully transition to the ASPEN project and generate client correspondence prior to full implementation.

“Procurement Manager” means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

“Requirements” are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

“Responsive Offer or Responsive Proposal” means an offer or proposal that 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.

“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.

“Solicited and Awarded” means an ITB or RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.

“Solicitations” means ITBs and RFPs.

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

“State Purchasing Agent” or “SPA” means the purchasing agent for the State of New Mexico or a designated representative.

G. BACKGROUND INFORMATION

This section provides background on the HSD, the ISD, and the operating environment of the Procuring Agency which may be helpful to the Offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

The following information regarding HSD’s mission and goals is a reiteration of published data at <http://www.hsd.state.nm.us/>.

HSD Mission

The mission of the HSD is to reduce the impact of poverty on people living in New Mexico by providing support services that help families break the cycle of dependency on public assistance.

HSD Goals and Values

The HSD goals reflect the Secretary’s commitment to providing the best service possible to our clients.

Goal 1: Modernizing and Improving New Mexico’s Medical Assistance Programs

- Modernizing the Medicaid Program
- Operate the Medicaid program within budget constraints
- Adopting and using health information technology
- Prepare for and help implement health reforms in the Patient Protection and Affordable Care Act (PPACA and other federal and state legislation and regulation
- Combat health care fraud, waste and abuse and improving program integrity

Goal 2: Helping New Mexicans get back to work

- Increase the number of TANF participants engaged in work activities
- Provide food for seniors, low-income families and disabled individuals
- ISD2 Replacement
- Expand the Public Assistance Reporting Information System (PARIS) as a Cost Avoidance Measure
- Increase administrative efficiencies for determining participant application and eligibility process

Goal 3: Assisting Parents with their Child Support Responsibilities Child Support Bench Warrant Project

- Administrative improvement of CSED functions in an effort to improve collections and obligated case percentage.

Goal 4: Improve Behavioral Health

- Create a trauma informed system of care
- Align New Mexico’s behavioral health system within the changing healthcare environment.
- Reduce suicide among young and high-risk individuals including older adults and returning veterans
- Reduce adverse impacts of substance abuse and mental illness on individuals, families and communities.

Goal 5: Improve Administrative Effectiveness and Simplicity

- ISD2 System Replacement, Automated System for Program Eligibility Network (APSEN)
- Upgrade, replace and/or move IT systems for improved simplicity and better efficiencies
- Improve management structure and processes to ensure compliance with federal, state and other applicable laws and regulations

H. PROCUREMENT LIBRARY

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:

ISD State Plans:

<http://www.hsd.state.nm.us/isd/ISDPlans.html>

ISD Policy and Procedural Information:

<http://www.hsd.state.nm.us/isd/registers/PolicyProceduralInfo.html>

ISD Monthly Statistical Reports:

<http://www.hsd.state.nm.us/isd/reports.html>

Procurement Code Regulations, 1.4.1NMAC:

<http://www.generalservices.state.nm.us/spd/pregulations.html>

Executive Order 2009-049 and Equity reporting Forms:

http://www.generalservices.state.nm.us/spd/pay_e.html

DoIT Standards and Procedures:

<http://www.DoIT.state.nm.us/standards.html>

New Mexico Administrative Code:

http://www.nmcpr.state.nm.us/nmac/_title08/title08.htm

http://www.nmcpr.state.nm.us/NMAC/_title08/T08C100.htm

http://www.nmcpr.state.nm.us/NMAC/_title08/T08C102.htm

http://www.nmcpr.state.nm.us/NMAC/_title08/T08C106.htm

http://www.nmcpr.state.nm.us/NMAC/_title08/T08C119.htm

http://www.nmcpr.state.nm.us/NMAC/_title08/T08C139.htm

New Mexico Statutes and Rules:

http://www.nmcpr.state.nm.us/NMAC/_title08/T08C150.htm

<http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>

State Records Center and Archives:

<http://www.nmcpr.state.nm.us/>

Links to Electronic version of:

Sample PCL Print File

Sample PCL Print File formatted as a PDF

Sample CO-100 Daily Correspondence Checklist

Sample Electronic File Monitoring Batch Flat-File Layout

Sample Flyer/Insert

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement and describes the major procurement events as well as the conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

	Action	Responsibility	Date
1.	Issue of RFP	Agency State Purchasing	6/22/2012
2.	Distribution List Response	Potential Offerors	6/29/2012
3.	Deadline To Submit Additional Questions	Potential Offerors	6/29/2012
4.	Response to Written Questions/RFP Amendments	Agency	7/6/2012
5.	Submission of Proposal	Offerors	7/18/2012
6.	Proposal Evaluation	Evaluation Committee	7/19-8/1/2012
7.	Selection of Finalists	Evaluation Committee	8/2/2012
8.	Best and Final Offers Solicited	Offeror(s)	8/6/2012
9.	Finalize Contract	Agency Offeror	8/8-10, 2012
10.	Contract Award	State Purchasing Agent	8/13/2012
11.	Protest Deadline	Offerors	15 Days after the Contract Award

*Dates subject to change based on number of responses to evaluate.

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is being issued by the Agency and the State Purchasing Division of the General Services Department.

Additional copies of the RFP can be obtained from the Purchasing Division web site at www.generalservices.state.nm.us/statepurchasing/

2. Distribution List Response

Potential offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. This form should be signed by an authorized representative of the organization, dated, and returned by close of business on the date described in Section II, A. Sequence of Events; to the procurement manager.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this 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. Deadline to Submit Additional Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on the date described in Section II, A. Sequence of Events All written questions must be addressed to the Procurement Manager (see Section I, Paragraph E).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on the date described in Section II, A. Sequence of Events. to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than seven (7) days after the answers and/or amendments were issued.

5. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN TIME ON THE DATE DESCRIBED IN SECTION II, A. SEQUENCE OF EVENTS Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be

addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the “Correspondence Management and Batch Mailing Services” Request for Proposals. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. The evaluation process will take place on the date described in Section II, Paragraph A. During this time, the Procurement Manager may, at his option, initiate discussion with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

7. Selection of Finalists

The Evaluation Committee will select and Procurement Manager will notify the finalist offerors on the date indicated in Section II, A. Sequence of Events. Only finalists will be invited to participate in the subsequent steps of the procurement.

8. Best and Final Offers From Finalists

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date specified in Section II, A. Sequence of Events.

9. Finalize Contract

The contract will be finalized with the most advantageous offeror by the date described in Section II, A. Sequence of Events. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process or to cancel the award.

10. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management, and the signed contract, the State Purchasing Agent will award the contract on the date described in Section II, A. Sequence of Events. This date is subject to change at the discretion of the State Purchasing Agent.

This contract shall be awarded to the offeror whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

11. Protest Deadline

Any protest by an offeror must be timely and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end as of 5:00 PM Mountain Daylight Time fifteen (15) calendar days after the Contract Award. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the State Purchasing Agent. The protest must be received by the State Purchasing Agent at the following address and must be postmarked by the date indicated above:

**Lawrence O. Maxwell
State Purchasing Agent
Joseph M. Montoya State Building, Room 2016
1100 St. Francis Drive
Santa Fe, New Mexico 87505**

**Mailing Address: P.O. Drawer 26110
Santa Fe, NM 87502-0110**

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the State Purchasing Agent's procurement code regulations, 1.4.1 NMAC

1. Acceptance of Conditions Governing the Procurement

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 offeror in preparation, transmittal, 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 contract that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments only to the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

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 signed by the offeror's duly authorized representative addressed to the Procurement Manager.

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, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspections of the non-confidential portion of the proposal. Confidential data are normally restricted to confidential financial information concerning the offeror's organization and data that qualify as a trade secret in accordance with the Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978]. 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 Agent 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

The procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities (including the DoIT, State Purchasing Division, DFA/CRB and federal authorities).

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part if 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 the RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination 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 concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the Agency in writing 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 the Agency and a contractor will follow the format specified by the Agency and at a minimum contain the terms and conditions set forth in Appendix E, "Sample Contract." However, the Agency reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the Agency's terms and conditions, as contained in Appendix E, that 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 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.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the agency.

17. Contract Deviations

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the Agency and the selected offeror 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 offeror to adhere to the requirements specified within this RFP. The Evaluation committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in §13-1-83 and §13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory

requirements and/or doing 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 representatives are not, in the opinion of the Agency, meeting its needs adequately.

21. Notice

The Procurement Code, §13-1-28 through §13-1-199 NMSA, imposes civil and misdemeanor 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 reserves the right to accept all or a portion of an offeror's proposal including the right to purchase software or services from SPA approved price agreements.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors, 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 or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP will become the property of the Agency and 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) agree 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, Paragraph B.4, Response to Written Questions/RFP Amendments).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the SPA, the version maintained by the SPA shall govern.

28. New Mexico Employees Health Coverage

- a. For all contracts solicited and awarded on or after January 1, 2008: 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:
 - 1) 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 no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars (\$1,000,000) or;
 - 2) 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 no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed five hundred thousand (\$500,000) dollars or
 - 3) 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 no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed two hundred fifty thousand (\$250,000) dollars.
- b. Offeror must agree 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) 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 publicly financed state 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/>.

- 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, \$500,000 or \$1,000,000.

29. Campaign Contribution Form

Offeror must complete and sign the Appendix B, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with offeror's proposal whether any applicable contribution has been made or not. (For purposes of this requirement, the applicable elected public officials within the Executive Branch are Governor Susana Martinez and Lt. Governor John Sanchez.)

30. Pay Equity Initiative

If the offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, offeror must agree to complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) within thirty (30) calendar days of contract award.

“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 reporting form annually within thirty (30) calendar days of the annual contract anniversary date and, if more than one hundred eighty (180) calendar days has elapsed since submittal of the last report, at the completion of the contract.

“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.

“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, offeror will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.”

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall provide one (1) original and five (5) identical copies of Binder #1 of the proposal, one (1) original and two (2) identical copies of Binder #2 of the proposal, and one (1) original and one (1) identical copy of Binder #3 of the proposal to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed in binders with tabs delineating each section.

1. Proposal Organization

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

Binder #1

- a) Letter of transmittal
- b) Table of contents
- c) Summary of proposed services
- d) Response to mandatory specifications
- e) Response to GSD Terms and Conditions

Binder#2

- a) Offeror's Additional Terms and Conditions
- b) Cost Proposal Form
- c) Campaign Contribution Form
- d) Employee Health Coverage Form

Binder #3 (optional)

- a) Other Supporting Material

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the 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 Binder 2 with the cost response form.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

2. **Letter of Transmittal** - Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:
 - a. Identify the submitting organization;
 - b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
 - c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
 - d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
 - e. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
 - f. Be signed by the person authorized to contractually obligate the organization;
 - g. Acknowledge receipt of any and all amendments to this RFP.

IV. SPECIFICATIONS

A. INFORMATION

1. Agency Resources

Agency support does not relieve the Contractor of the responsibility for quality assurance testing and adherence to HSD-defined standards.

Agency Project Manager is the primary point of contact for all technical related items. This person will coordinate with HSD staff to provide the following support to the Contractor.

A Secure FTP Server will be provided for the transfer of daily electronic files between the contractor and HSD/ISD.

HSD/ISD will provide pre-paid postage meter funds and equipment to the awarded vendor.

HSD/ISD will not purchase any additional equipment, provide any workspace or be responsible for any connectivity in providing the required services other than the items listed above.

2. Work Performance

For the purpose of preparing proposals, Offerors are to assume that on-site work will be performed at an offeror-proposed and Agency-approved site in a Santa Fe or Metropolitan Albuquerque area in the state of New Mexico. Local facilities shall provide a minimum of 90% of all storage, printing, folding, insertion and mailing activity. The use of local facilities enables Agency staff to perform quality assurance checks when corrective and preventative action is required. It also allows for same-day delivery of any special inserts the Division may require to be included in the mailings and for the annual in-person review of 1099s prior to mailing. Contractor management staff will be required to attend management meetings with state staff at state offices at request of the Project Manager.

B. TECHNICAL SPECIFICATIONS

1. Mandatory Technical Specifications

Offerors must meet all mandatory technical requirements, as detailed below, to be considered responsive to this RFP. A statement of concurrence is required.

(Note that the inability to meet ANY requirement below, or taking exception to, or qualifying, ANY requirement below, will result in the DISQUALIFICATION of the proposal. Any potential issues should be addressed through the Questions-and-Answers process PRIOR to proposal submittal.)

Pass/Fail Mandatory Technical Specifications

- a. The Offeror shall be ready to accept test print files starting in September 2012. Test print files will be sent during the last two months of ASPEN's Development (September to October 2012), throughout Quality Assurance Testing (November 2012 to February 2013), during User Acceptance Testing (March to June 2013), and thereafter when required by HSD.
- b. Offeror must agree to attend meetings in person with ISD, ASPEN staff and ASPEN contract staff regarding the development and transition to the new system.
- c. Offeror must agree to receive multiple test files in batch sizes that mirror production as specified and approved by ISD from the ASPEN implementation contractor as needed, print, fold, insert and deliver test product to testing site. Mailing test batches may be incorporated as determined and approved by ISD.
- d. Offeror must agree to maintain the following inventory (subject to onsite inspection by Agency) at a minimum:

Envelopes:

- 6 5/8 double window - 100,000
- #10 double window – 120,000
- #9 single window – 88,000
- #9 single window lightweight – 35,000
- #9 pre-printed Business Reply – 47,500
- #9 pre-printed Courtesy Reply - 100,000

Paper:

- 20 pound 8.5 x 11 white - 200,000 sheets.
- 24 pound 8.5 x 11 yellow – 25,000 sheets
- 24 pound 8.5 x 11 blue – 10,000 sheets
- 24 pound 8.5 x 11 green – 15,000 sheets

A statement to this effect is required.

- a. Offeror must receive encrypted electronic files, including PCL formatted print files and a daily checklist report, from the ISD eligibility system via an agency supplied secure connection and send password protected data via email or secure connection accommodating HSD/ Information Technology Division (ITD) specifications for encryption. 8.100.100.13 NMAC outlines the confidentiality requirements the Department must adhere to. A statement of concurrence is required.
- b. Offeror must prepare notices utilizing current USPS standards. A statement to this effect is required.

- c. Offeror must sort notices and aggregate them by name and address for insertion into a single envelope and sort envelopes by zip code thereby providing cost efficiencies and taking advantage of best postal rates. A statement of concurrence is required.
- d. Offer must provide details of the technology used to operate using the Move/Update Process as required by the USPS. Appropriate documentation describing this required system interface must be submitted as part of the proposal.
- e. Offeror must have the ability to provide printing that may include ferrous oxide and/or optical marks. A statement of concurrence is required.
- f. Offeror must have the ability to provide watermark printing on demand. A statement of concurrence is required.
- g. Offeror must have the ability to stuff pre-printed pages into envelopes based on client needs. (For example: stuff additional pre-printed paper such as, "Voter registration information" along with the mail that is going to the client)
- h. Offeror must describe in detail the capability to fold (at least ten (10) pages) and insert printed materials into envelopes including the requirement that certain notices will require the insertion of a flyer or form to be incorporated with the notice which may include up to five (5) inserts. Appropriate documentation describing this process must be submitted as part of the proposal.
- i. Offeror must guarantee transport of mail for same-day mail service to a New Mexico USPS Bulk Mail Center (BMC). Delivery must be prior to 5:00 PM Monday through Friday. Weekend and holiday mailings must be delivered prior to 5:00 PM the following business day. Note: Monday night or Tuesday morning files are defined as those files transmitted to the successful bidder after 8:00AM Monday morning through 7:59AM Tuesday morning. Chapters 7 and 45 of Code of Federal Regulations as well as 8.100.180 NMAC mandates the time standards for which notices must be provided to constituents. A statement of concurrence is required.
- j. Offeror must provide HSD with the annual work schedule for the USPS BMC prior to the award of bid and by December 1 each year for the duration of the bid agreement. Mail scheduled for delivery on a BMC non- business day will be delivered by 5:00PM on the BMC next business day. A statement of concurrence is required.
- k. Offeror must demonstrate the ability to meet HSD required timeframes which includes:
 - Same day turn-around on routine maintenance tasks.
 - Three to five (3-5) day turn-around on specialized tasks. Specialized tasks are scheduled projects that do not fall within the normal schedule and must be completed within three to five (3-5) days, depending on complexity.

A statement of concurrence is required.

- a. Offeror must provide print in color (four colors minimum), in Microsoft-compatible fonts, images in .JPG, .GIF, .BMP or .TIF format, and print files in .PCL format. A statement of concurrence is required.
- b. Offeror must provide the resources to complete large volume projects (up to two hundred fifty thousand (250,000) pieces in a single mailing). A statement of concurrence is required.
- c. Offeror must provide the ability to print in English and Spanish and options to print in additional languages (Farsi, Arabic, French, German, Russian and Vietnamese). A statement of concurrence is required.
- d. Offeror must provide different size paper printing capability to include but not limited to; 3"x5", 8.5"x11", 11"x17", 8.5"x14", posters and postcard size, various weights and stocks as well as alternative printing and insertion methodologies. A statement of concurrence is required.
- e. Offeror must provide a monthly report of all mailings to the Agency. Reporting must include date and quantity mailed for all routine and specialized projects, outlining the invoiced number of each type product produced/mailed, notices, and cost per product as well as their successful delivery (on demand and or monthly as requested by ISD). A sample of this type of report must be submitted with proposal.
- f. Offeror's processing equipment must be configured to handle equipment failure so that all processes including printing and insertion, cause no interruption in mailing service. Ability to handle volumes up to twenty thousand (20,000) notices in a single day and two hundred fifty thousand (250,000) per month with back-up equipment is required. Appropriate documentation describing this process must be submitted as part of the proposal.
- g. Offeror must have the ability to incorporate use of a bar-code for correspondence. The bar-code will encode HSD case information and will denote the first and last page in a set of pages that will be inserted into one envelope for mailing. A statement of concurrence is required.
- h. The Offeror shall accept a report of all print files sent/that will be sent from ASPEN each night. If a print file is not received by the Offeror, the Offeror shall immediately notify HSD. A sample of the report is shown in "CO-100 Daily Correspondence Checklist."
- i. The Offeror shall send a batch flat-file to ASPEN through secure connection every sixty (60) minutes with print file names received by the Offeror and indicate the date/time of receipt, the date/time when all correspondence in the print file is printed, and the date/time when all correspondence in the print file is mailed. The file sent shall conform to the specifications described in "Electronic File Monitoring Batch Flat-File Layout."

- j. The Offeror shall configure separate print queues to be used for receiving and printing testing, production, confidential, and do not auto-forward print files. Access shall be restricted to the confidential print queue. Print files sent to the do not auto-forward print queue shall not be auto-forwarded.
- k. The Offeror shall read the banner and trailer pages included at the start and end of each print file. The banner page contains information including priority, special instructions, whether the print file is for testing or production, and which inserts (reply envelopes, flyers, forms, etc.) to insert into envelopes for mailing. The trailer page indicates the end of the print file.
- l. Offeror must provide to HSD detailed, monthly invoicing for development and testing phase (in paper and Microsoft Excel format) to include:
- Vendor name and address
 - Invoice date and number
 - Purchase order number
 - Billing month
 - Detailed information regarding hourly rate, number of hours worked on a particular test batch, item codes and product description, quantity of notices in test batch Item code and product description. Product description shall contain detailed information regarding the type of notice sent to include: Client notices printed, inserted, mailed sent, tax and cost, by single page – double sided, two page – double sided, three page – double sided, four page – double sided, and five page – double sided.
 - Price of each batch.
 - Total amount to include subtotal, sales tax and total.
 - Itemized bills for plain insertions and all other notices – ad hoc’s, and any printed, inserted, metered and sent special runs.
 - If a test mailing is required postage usage for metered account
- m. Offeror must provide to HSD detailed, monthly invoicing for ongoing batch mailing service (in paper and Microsoft Excel format) to include:
- Vendor name and address
 - Invoice date and number
 - Purchase order number
 - Billing month
 - Detailed information regarding quantity, Item code and product description. Product description shall contain detailed information regarding the type of notice sent to include: Client notices printed, inserted, mailed sent, tax and cost, by single page – double sided, two page – double sided, three page – double sided, four page – double sided, and five page – double sided.
 - Price of each

- Total amount to include subtotal, sales tax and total.
- Itemized bills for plain insertions and all other notices – ad hoc’s, and any printed, inserted, metered and sent special runs.
- Semi-annual reporting and recertification forms printed, inserted, mailed/sent, tax and cost
- Invoice/billing analysis upon request

A sample invoice must be submitted with the proposal. Required format of invoice subject to change depending on HSD business processes.

Scored Mandatory Technical Requirements (350 points):

- a. Offerors must submit a thorough project plan for transition from current operations to successful bidder. At a minimum the project plan must include a Gantt chart including tasks to be performed and the timeframe for the completion of each task. This plan must include the ability to utilize current data in the form of templates, tables and transmitted files to meet the business requirement of HSD/ISD. This plan must also include implementation and testing components. (100 of 350 total points).
- b. Offerors must describe in detail their technical solution for creating, merging, and sorting notices by name and address and describe the process of inserting documents into a single envelope and the sorting envelopes by zip code to provide cost efficiencies to take advantage of best postal rates. This must include a clear description of the capability of integrating transmitted data with notices which may include inserts and documents NOT generated by ASPEN that will be provided by HSD/ISD. (100 of 350 total points).
- c. Offeror must provide a formal archiving process that allows for searches by HSD/ISD on a minimum of six indexes against all generated notices for the life of the contract. This will include transition to Agency in a format to be approved by Agency. (75 of 350 total points).
- d. Offeror must provide an annual report documenting their disaster recovery plans and at least one documented and successful test of such disaster recovery, for data, product, and production capacity. The plan must indicate the maximum downtime anticipated in the event of a complete loss of the primary printing facility. A sample report is required to be submitted with proposal (75 of 350 total points).

2. Desirable Technical Specifications (50 points):

- a. Offeror should provide alternative solutions and/or incentives that will reduce the overall cost or increase the efficiencies of producing HSD/ISD notices.

C. BUSINESS SPECIFICATIONS

1. Mandatory Business Specifications

Offerors must meet all mandatory specifications, as detailed below, to be considered responsive to this RFP. A statement of concurrence is required.

(Note: The inability to meet ANY requirement below, or taking exception to, or qualifying, ANY requirement below, will result in the DISQUALIFICATION of the proposal. Any potential issues should be addressed through the Questions-and-Answers process PRIOR to proposal submittal.)

a. Corporate Experience

Offerors must submit a statement of relevant corporate experience within the last five (5) years, including the experience of major subcontractors. The narrative in response to this factor must thoroughly describe the offeror's experience with providing large quantity mailings within strict deadlines including the ability to electronically assemble documents.

In this Section, the offeror shall provide the following information (referencing the subsections in sequence) to evidence the offeror's experience in delivering services such as those sought under this RFP:

- 1) A brief statement of how long the offeror has been performing the services sought under this RFP.
- 2) A description of the experience level, technical and application knowledge, and government experience of the corporate technical resources that may be used for the contract.
- 3) The dates of the period of service.
- 4) A description of the service provided.
- 5) A statement of why the offeror believes this engagement constitutes relevant corporate experience to this procurement.
- 6) A list, of all current contractual relationships with the State of New Mexico, if any, or those completed within the previous five-year period. The listing should include the contract number, contract term, and procuring state agency for each reference.

b. Corporate References

Offerors must submit three (3) external corporate references from clients who have received similar services to those proposed by the offeror for this contract, especially those projects in the public sector that have occurred within the past five (5) years. Offerors that propose to use Subcontractors for significant portions of the scope of work must include three (3) external references for each major Subcontractor. Each reference must include the name of the company, company current address, name of the contact person, telephone number, and the date and description of the services provided.

Note: The Offeror is responsible for verifying reference contact information. The Evaluation Committee is not obligated to try to locate persons not found at the numbers or places given in the proposals. Obsolete or wrong Contact information could result in a zero score in this category.

c. Financial and Corporate Stability of Offeror

Offerors must submit copies of their organization's most recent year's financial statements, as well as those for the preceding three (3) years. The financial statement submitted must be solely for the offeror, unless a parent entity is also committing to financially back the offeror in performance of the contract, in which case the financial statements of the parent entity must also be provided.

Offerors must also submit information regarding any mergers, acquisitions, or sales of the offeror or subcontracting companies within the last ten years, or if any are pending or being negotiated and if so, an explanation providing relevant details.

Offerors must provide a statement as to whether there is any pending litigation against the offeror, and if such litigation exists, must attach an opinion of counsel as to whether the pending litigation may impair the offeror's performance in a contract under this RFP.

Offerors must include a statement of intention and evidence of ability to procure, submit to the Department, and maintain throughout the duration of the contract, a Performance Bond in favor of the Department to insure the Contractor's performance under the contract.

d. Offeror Staff Experience

The offeror must provide all Contractor and Subcontractor, including clerical staff, personnel required to complete the Contractor responsibilities described in this RFP in the Sample Contract, Appendix E. The Contractor is not to assume or propose the use of State staff to conduct any substantive work pursuant to this RFP, except as is specifically stated herein.

The Offeror must provide a detailed staff resume, as well as a staff qualification narrative summary, for each proposed core team member.

e. Campaign Contribution Form

Offerors must submit a completed Campaign Contribution form as found in Appendix B of this RFP.

f. Pay Equity Initiative

As defined in Section II, Paragraph B. 30 of this proposal; Offerors must agree to meet the requirement.

A statement of concurrence must be included in Offerors response to this RFP.

g. Employee Health Coverage Form

Offerors must submit a completed New Mexico Employees Health Coverage form as found in Appendix C of this RFP.

h. Cost Proposal

- 1) Based on the scope of work and technical specifications, offerors must provide total cost for implementing the required project plan for transition as identified on the scored mandatory technical requirements (#1 and #2). This response will be awarded up to a maximum of 150 of the total 400 cost points.
- 2)
 - a) Offerors must provide total labor cost for a sample one hundred (100) hour job to perform all processes needed to create a set of new notices.
 - b) Offerors must provide cost for formal archiving solution as identified on scored mandatory technical requirement #5.
 - c) Offerors must provide cost plus percentage that will be added to supplies or materials requested for a special project. Evaluation will be based on one thousand (\$1,000) actual material cost.

The total of these three items will be awarded up to a maximum of 100 of the total 400 cost points.

- 3) Offerors must provide cost for items listed. Do not include postage in cost. This response will be awarded up to a maximum of 150 of the total 400 cost points.

Quantity	Tasks	Number of pages	Cost
100,000	Paper, print, fold, insert, sort, mail	1 page 2 sided	\$
100,000	Paper, print, fold, insert, sort, mail	2 pages 2 sided	\$
100,000	Paper, print, fold, insert, sort, mail	3 pages 2 sided	\$
100,000	Paper, print, fold, insert, sort, mail	4 pages 2 sided	\$
100,000	Paper, print, fold, insert, sort, mail	5 pages 2 sided	\$
100,000	Paper, print, fold, insert, sort, mail	1 page 2 sided plus 1/3 cut sheet insert	\$
100,000	Paper, print, fold, insert, sort, mail	2 pages 2 sided plus 1/3 cut sheet insert	\$
100,000	Paper, print, fold, insert, sort, mail	3 pages 2 sided plus 1/3 cut sheet insert	\$
100,000	Paper, print, fold, insert, sort, mail	4 pages 2 sided plus 1/3 cut sheet insert	\$
100,000	Paper, print, fold, insert, sort, mail	5 pages 2 sided plus 1/3 cut sheet insert	\$
100,000	Paper, print, fold, insert, sort, mail	1 page 2 sided plus pre printed insert (Insert provided by HSD)	\$
100,000	Paper, print, fold, insert, sort, mail	2 pages 2 sided plus pre printed insert (Insert provided by HSD)	\$
100,000	Paper, print, fold, insert, sort, mail	3 pages 2 sided plus pre printed insert (Insert provided by HSD)	\$
100,000	Paper, print, fold, insert, sort, mail	4 pages 2 sided plus pre printed insert (Insert provided by HSD)	\$
100,000	Paper, print, fold, insert, sort, mail	5 pages 2 sided plus pre printed insert (Insert provided by HSD)	\$
100,000	Paper, print, fold, insert, sort, mail	6-10 pages 2 sided plus pre printed insert (Insert provided by HSD)	\$

V. EVALUATION

A. VALUATION POINT TABLE/SUMMARY

The following is a summary of Section IV specifications identifying points assigned to each item. These weighed factors will be used in the evaluation of offeror proposals.

Factor	Points Available
<i>Service Experience</i>	100
<i>References</i>	50
<i>Cost</i>	400
<i>Mandatory Technical Requirements</i>	350
<i>Desirable Technical Requirements</i>	50
<i>In-State Vendor</i>	50
Total	1,000

B. EVALUATION FACTORS

Service Experience (100 points)

Points for offeror's service experience will be awarded based on the evaluation of: Offeror's relevant organizational experience in providing similar, large correspondence management and batch mailing services.

References (50 points)

Points for references will be awarded based upon an evaluation of offeror's work for previous clients receiving similar services to those proposed by the offeror for this project.

Cost (400 points)

Points for cost will be awarded upon the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Responsive Offeror Cost}}{\text{This Offeror's Cost}} \times \text{Maximum Points}$$

Mandatory Technical Requirements (Total of 350 points – spread over the following six areas)

Transition Plan (90 points) - Points will be awarded based on the quality, efficiency, and thoroughness of the project plan submitted as well as on the amount of time the transition will take.

Technical Solution Description (70 points) – Points will be awarded based on the quality, thoroughness, technical relevance and feasibility of the proposed methodology submitted.

Quality Assurance Plan (65 points) – Points will be awarded based on the quality, thoroughness and reasonableness of the plan submitted.

Change Control Process (60 points) – Points will be awarded based on the quality, completeness and viability of the process proposed.

Archival Solution (45 points) – Points will be awarded based on the quality, effectiveness and flexibility of the solution proposed.

Disaster Recovery Plan (20 points) – Points will be awarded based on the quality, thoroughness and viability of the plan submitted.

Desirable Technical Requirements (50 points)

Points for desirable technical requirements will be awarded based on efficiency improvements and cost savings that could feasibly be gained by implementing the proposed improvements.

New Mexico Business Preference (50 points)

As a desirable specification of this RFP Offerors will be awarded points if their principle place of business is located in the State of New Mexico as defined in § 13-1-22 NMSA 1978. To be awarded the points Offerors must include a copy of their preference certificate in this section

C. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements 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.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offeror's with the highest scores will be selected as the finalist offerors based upon the proposals submitted. The responsible offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDICES

APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on *Section II, A. Sequence of Events*. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all offeror written questions and the Agency's 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 Proposals.

Jeff Barela, Fiscal Manager
New Mexico Human Services Department
Income Support Division-Program Administration Bureau
Pollon Plaza
2009 South Pacheco St.
Santa Fe, NM 87504-2348
Telephone: (505) 827-6244
Fax: (505) 827-7259
Email: jeff.barela@state.nm.us

APPENDIX B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

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

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

The following definitions apply:

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

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

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

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

APPENDIX C: NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

1. For all Contracts solicited and awarded on or after January 1, 2008: 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 shall agree to:

(a) 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 no later than July 1, 2008 if the expected annual value in the aggregate of any and all Contracts between Contractor and the State exceed one million dollars or;

(b) 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 no later than July 1, 2009 if the expected annual value in the aggregate of any and all Contracts between Contractor and the State exceed \$500,000 dollars or

(c) 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 no later than July 1, 2010 if the expected annual value in the aggregate of any and all Contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror shall 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.

3. Offeror shall 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://insurenwemexico.state.nm.us/>.

4. 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, \$500,000 or \$1,000,000.

Signature of Offeror: _____ Date _____

APPENDIX D: COST PROPOSAL FORM

NOTE: All costs should all inclusive and include any applicable taxes.

Based on the scope of work and technical specifications, provide total cost for implementing the required project plan for transition as identified on the scored mandatory technical requirements (#1 and #2). \$ _____

Provide total labor cost for a sample 100 hour job to perform all processes needed to complete a one-time mass mailing of documents provided outside of ASPEN. \$ _____

Provide cost for formal archiving and retrieval solution as identified on scored mandatory technical requirement #5. \$ _____

Provide a cost plus percentage that will be added to supplies or materials requested for a special project. Evaluation will be based on \$1,000.00 actual material cost. _____%

Provide cost for items listed below. Do not include postage in cost.

Quantity	Tasks	Number of pages	Cost
100,000	Paper, print, fold, insert, sort, mail	1 page 2 sided	\$
100,000	Paper, print, fold, insert, sort, mail	2 pages 2 sided	\$
100,000	Paper, print, fold, insert, sort, mail	3 pages 2 sided	\$
100,000	Paper, print, fold, insert, sort, mail	4 pages 2 sided	\$
100,000	Paper, print, fold, insert, sort, mail	5 pages 2 sided	\$
100,000	Paper, print, fold, insert, sort, mail	1 page 2 sided plus 1/3 cut sheet insert	\$
100,000	Paper, print, fold, insert, sort, mail	2 pages 2 sided plus 1/3 cut sheet insert	\$
100,000	Paper, print, fold, insert, sort, mail	3 pages 2 sided plus 1/3 cut sheet insert	\$
100,000	Paper, print, fold, insert, sort, mail	4 pages 2 sided plus 1/3 cut sheet insert	\$
100,000	Paper, print, fold, insert, sort, mail	5 pages 2 sided plus 1/3 cut sheet insert	\$
100,000	Paper, print, fold, insert, sort, mail	1 page 2 sided plus pre printed insert (Insert provided by HSD)	\$
100,000	Paper, print, fold, insert, sort, mail	2 pages 2 sided plus pre printed insert (Insert provided by HSD)	\$
100,000	Paper, print, fold, insert, sort, mail	3 pages 2 sided plus pre printed insert (Insert provided by HSD)	\$
100,000	Paper, print, fold, insert, sort, mail	4 pages 2 sided plus pre printed insert (Insert provided by HSD)	\$
100,000	Paper, print, fold, insert, sort, mail	5 pages 2 sided plus pre printed insert (Insert provided by HSD)	\$
100,000	Paper, print, fold, insert, sort, mail	6-10 pages 2 sided plus pre printed insert (Insert provided by HSD)	\$

APPENDIX E: SAMPLE CONTRACT

STATE OF NEW MEXICO

**HUMAN SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the “HSD” or 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

A. The Contractor shall perform all services detailed in Exhibit A, Scope of Work, attached to this Agreement and incorporated by reference.

B. Performance Measures.

The Contractor shall substantially perform the Performance Measures described in Exhibit A, Scope of Work, attached to this PSC and incorporated herein by reference.

2. Compensation

A. The HSD shall pay to the Contractor in full payment for services satisfactorily performed [*at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.),*] such compensation not to exceed (AMOUNT) including gross receipts tax, if applicable. **This amount is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this PSC shall equal the amount stated herein. The New Mexico gross receipts tax, if applicable, levied on the amounts payable under this PSC shall be paid by the Contractor. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The Contractor is responsible for notifying the HSD when the services provided under this PSC 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 PSC being amended in writing prior to those services in excess of the total compensation amount being provided.**

HSD shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work, including gross receipts tax, if applicable, and expenses, not to exceed (AMOUNT, IN WORDS THEN IN PARENTHESES) in FYXX.

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 HSD no later than ten (10) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

(OR CHOICE – MULTI-YEAR)

HSD shall pay to the Contractor in full payment for services satisfactorily performed pursuant to THE Scope of Work, including gross receipts tax, if applicable, and expenses, not to exceed **(AMOUNT) in FYXX**.

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT – USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B.(REPLACES B, ABOVE, WHICH IS FOR A SINGLE YEAR CONTRACT)
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 HSD no later than ten (10) days after the termination of the Fiscal Year in which the services were delivered. **Invoices received after such date WILL NOT BE PAID.**

C. The Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the HSD finds that the services are not acceptable, within thirty (30) 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 HSD that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) 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 HSD 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 DFA. This Agreement shall terminate on **DATE** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. 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 the Contractor

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

7. Assignment

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

8. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Agency.

9. Release

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

10. Confidentiality

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

11. Product of Service -- Copyright

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

12. Conflict of Interest; Governmental Conduct Act

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

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

1) in accordance with Section 10-16-4.3 NMSA 1978, 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 Section 10-16-7(A) NMSA 1978 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 Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (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 Section 10-16-9(A) NMSA 1978 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 Section 10-16-9(A) NMSA 1978, 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 Section 10-16-13 NMSA 1978, 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 Section 10-16-3 and Section 10-16-13.3 NMSA 1978, 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. The 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. The Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, the Contractor learns that the 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 the 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, Sections 13-1-28 through 13-1-199, NMSA 1978, 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 the Contractor is found not to be in compliance with these requirements during the life of this Agreement, the 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 Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, the Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation

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

19. Records and Financial Audit

A. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of five (5) years from the date of final payment under this Agreement.

The records shall be subject to inspection by the HSD, the Department of Finance and Administration and the State Auditor. The HSD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the HSD to recover excessive or illegal payments.

B. Contract for an independent A-133 audit at the Contractor's expense, as applicable. The Contractor shall ensure that the auditor is licensed to perform audits in the State of New Mexico and shall be selected by a competitive bid process. The Contractor shall enter into a written contract with the auditor specifying the scope of the audit, the auditor's responsibility, the date by which the audit is to be completed and the fee to be paid to the auditor for this service. Single audits shall comply with procedures specified by the HSD. The audit of the contract shall cover compliance with Federal Regulations and all financial transactions hereunder for the entire term of the Agreement in accordance with procedures promulgated by OMB Circulars or by Federal program officials for the conduct and report of such audits. An official copy of the independent auditor's report shall be made available to the HSD and any other authorized entity as required by law within fifteen (15) days of receipt of the final audit report. The Contractor may request an extension to the deadline for submission of the audit report in writing to the HSD for good cause and the HSD reserves the right to approve or reject any such request. The HSD retains the right to contract for an independent financial and functional audit for funds and operations under this if it determines that such an audit is warranted or desired.

C. Upon completion of the audit under the applicable federal and state statutes and regulations, the Contractor shall notify the HSD when the audit is available for review and provide online access to the HSD.

D. Within thirty (30) days thereafter or as otherwise determined by the HSD in writing, the Contractor shall provide the HSD with a response indicating the status of each of the exceptions or findings in the said audit report. If either the exceptions or findings in the audit are not resolved within thirty (30) days, the HSD has the right to reduce funding, terminate this Agreement, and/or recommend decertification in compliance with state and/or federal regulations governing such action.

E. This audit shall contain a schedule of financial expenditures for each program to facilitate ease of reconciliation by the HSD. This audit shall also include a schedule of depreciation for all property or equipment with a purchase price of \$5,000 or more pursuant to OMB Circulars A-21, A-87, A-110, A-122 and A-133 where appropriate.

F. This audit shall include a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circulars A-21, A-87, A-110, A-122 and A-133 where appropriate.

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 the Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, the 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 the Contractor and the State exceed \$250,000 dollars.

B. The 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. The 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://insurenwemexico.state.nm.us/>.

22. Employee Pay Equity Reporting

The 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 the contractor has two hundred fifty (250) or more employees the 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, the 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 one hundred eighty (180) days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should the 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, the 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. The 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, the 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. The 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. The Contractor acknowledges that this sub requirement applies even though the 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 the 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: [insert name, address and email].

To the Contractor: [insert name, address and email].

26. Authority

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

27. Debarment and Suspension

A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this PSC the Contractor certifies by signing this PSC, 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 PSC, 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 PSC, 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 HSD relied when this PSC was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this PSC. As such at all times during the performance of this PSC, 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 PSC 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 HSD's Program Manager if, at any time during the term of this PSC, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this PSC 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 PSC or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HSD, the HSD may terminate the PSC.

C. As required by statute, regulation or requirement of this PSC, 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 HSD when it requests subcontractor approval from the HSD. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the HSD may refuse to approve the use of the subcontractor.

28. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 45 C.F.R. Part 93 or Subparts B and C of 7 C.F.R. Part 3018, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.

B. The Contractor, by executing this PSC, certifies to the best of its knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; and

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance is placed when this PSC is made and entered into. Submission of this certification is a prerequisite for making and entering into this PSC imposed under 31 U.S.C. § 1352. It shall be a material obligation of the Contractor to keep this certification current as to any and all individuals or activities of anyone associated with the Contractor during the pendency of this PSC. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to: (1) a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure; and/or (2) at the discretion of the HSD, termination of the PSC.

29. Non-Discrimination

A. The Contractor agrees to comply fully with Title IV of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Americans With Disabilities Act of 1990, Public Law 101-336; in that there shall be no discrimination against any employee who is employed in the performance of this PSC, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed,

disability, sex, or marital status.

B. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

C. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all subcontracts for services allowed under this PSC under any program or activity.

D. The Contractor agrees to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in accordance with Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency."

30. Drug Free Workplace

A. Definitions. As used in this paragraph—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C § 812, and as further defined in regulation at 21 CFR §§ 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

B. The Contractor, if other than an individual, shall:

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about:

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the PSC with a copy of the statement required by subparagraph B(1);

(4) Notify such employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this PSC, the employee will:

- (a) Abide by the terms of the statement; and
- (b) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;

(5) Notify the HSD Program Manager in writing within ten (10) days after receiving notice under (B)(4)(ii) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within thirty (30) days after receiving notice under B(4)(ii) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (a) Taking appropriate personnel action against such employee, up to and including termination; or
- (b) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of B(1) through B(6) of this paragraph.

C. The Contractor, if an individual, agrees by entering into this PSC not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

D. In addition to other remedies available to the HSD, the Contractor's failure to comply with the requirements of subparagraph B or C of this paragraph will render the Contractor in default of this PSC and subject the Contractor to suspension of payments under the PSC and/or termination of the PSC in accordance with paragraph 4, above.

31. Findings and Sanctions

A. The Contractor agrees to be subject to the findings and sanctions assessed as a result of the HSD audits, federal audits, and disallowances of the services provided pursuant to this PSC and the administration thereof.

B. The Contractor will make repayment of any funds expended by the HSD, subject to which an auditor with the jurisdiction and authority finds were expended, or to which appropriate federal funding agencies take exception and so request reimbursement through a disallowance or deferral based upon the acts or omissions of the Contractor that violate applicable federal statutes and/or regulations, subject to sufficient appropriations of the New Mexico Legislature.

C. If the HSD becomes aware of circumstances that might jeopardize continued federal funding, the situation shall be reviewed and reconciled by a mutually agreed upon panel of Contractor and the HSD officials. If reconciliation is not possible, both parties shall present their view to the Director of the Administrative Services Division who shall determine whether continued payment shall be made.

32. Performance

In performance of this PSC, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

A. All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.

B. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this PSC. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this PSC. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.

C. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

D. No work involving returns and return information furnished under this PSC will be subcontracted without prior written approval of the Internal Revenue Service (IRS).

E. The Contractor will maintain a list of employees authorized access. Such list will be provided to the HSD and, upon request, to the IRS reviewing office.

F. The HSD will have the right to void the PSC if the Contractor fails to provide the safeguards described above.

33. Criminal/Civil Sanctions

A. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by Internal Revenue Code (IRC) Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

B. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any returns or return information made available in any format shall be used only for the purpose of carrying out the provisions of this PSC. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this PSC. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

C. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to the HSD records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

D. Granting a contractor access to Federal Tax Information (FTI) must be preceded by certifying that each individual understands the HSD's security policy and procedures for safeguarding IRS information. The Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the HSD's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and

7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches (See IRS Publication 1075, *Tax Information Security Guidelines*). For both the initial certification and the annual certification, the Contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

34. Inspection

The IRS and the HSD shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this PSC. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

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

By: _____ Date: _____
Cabinet Secretary
Human Services Department

By: _____ Date: _____
Office of General Counsel
Human Services Department

By: _____ Date: _____
Contractor

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

ID Number: 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

EXHIBIT A – SCOPE OF WORK

I. Purpose of the Agreement including goals and objectives:

The New Mexico Human Services Department, Income Support Division (HSD/ISD) is requesting proposals for an experienced, local vendor that can provide technical development, testing, printing and insertion of client correspondence in a test environment for the Department's upcoming transition to the Automated System Program and Eligibility Network (ASPEN) project. After testing is complete the vendor will provide ongoing printing, insertion and mailing of client correspondence during the Department's pilot phase and continuing through each wave of transition during the projects "Go Live" phase. The Department mails client correspondence of over 300 separate types of notices that are compiled from up to four different data sources in a single document (in both Spanish and English) in quantities of up to 20,000 pieces a day and 220,000 pieces a month in a timely, accurate manner. With the implementation of ASPEN it is critical for the vendor to transition from four data sources to a single data source to ensure the timely issuance of benefits issuance and notifications as well as properly archive historical records for potential legal challenges.

II. Performance Measures:

The successfully awarded vendor will perform the following four major tasks:

The contractor must have the ability to provide a testing environment within a 60 mile radius of Santa Fe or Albuquerque, New Mexico, where they will test newly developed client correspondence notices generated by a test group with real time scenarios. The contractor must have the ability to receive a PCL print file from HSD's new eligibility system (ASPEN) that has data merged onto a template. ASPEN will sort the notices and aggregate them by name and address to insert into a single envelope. They must also have the ability to incorporate documents from other sources and or mail merge notices from other potential sources into a given set of addresses.

The contractor must provide no more than a two day turn around to process change requests and they must be capable of providing same day service for some requests regarding correspondence which may include: participating in project meetings, providing tests and samples of created notices and providing timely accurate feedback associated with any problems in the modifications and additions to existing services.

The contractor must be capable of Attaching pre-printed forms, flyers, reply envelopes, etc. provided by agency with various types of mail outs as instructed.

The contractor must also print, sort, fold, insert and bulk mail notices along with any agency provided attachments through USPS within timeframes required by agency ongoing after testing, pilot and full implementation of ASPEN project