

**REQUEST FOR PROPOSALS (RFP)**

Human Services Department  
New Mexico Child Support Enforcement  
Business Assessment Review



**RFP#**  
14-630-6000-0001

Issue Date: April 18, 2014

Due Date: May 22, 2014

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**I. INTRODUCTION**

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

The purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiations for a complete business assessment review of the New Mexico Human Services Department (HSD or Agency), Child Support Enforcement Division (CSED) including an analysis of potential needs, improvements, and alternatives for Case, Legal and Financial Management processes and procedures, in preparation for the replacement of its child support management system. The business assessment review shall identify process inefficiencies and include models for process and procedure improvements that will be piloted in a CSED office designated by the Division.

The outcome of the business assessment review shall result in:

- Greater customer satisfaction;
- Increased staff retention and moral;
- Improved working environment;
- Integrated, flexible, and streamlined processes and procedures that enhance productivity and quality; and
- Improved Federal and State performance standards.

The Agency requests sealed proposals that meet the State's minimum requirements for gaining adequate information that the State can use to evaluate the services offered by Offerors and select an experienced and knowledgeable Offeror to perform the professional services, tasks, and activities described in this RFP.

**This RFP shall result in a single source award.**

**B. BACKGROUND INFORMATION**

This section provides background on the Agency (including CSED) and the operating environment of the Agency that 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.

**Agency Mission**

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.

**Agency Resources**

HSD’s 2014 State fiscal year (SFY14) operating budget exceeds five point four billion dollars (\$5.4 billion). Approximately seventy-six percent (76%) of HSD’s revenue is from federal sources, nineteen percent (19%) is from the State General Fund, and five percent (5%) is from Other Revenue and Transfers sources. HSD has 2,003.5 authorized full time equivalent employees (FTEs).

**Organization of the Agency**

The State of New Mexico Human Services Department is a cabinet-level Agency in the Executive Branch of New Mexico State government. The Agency is headed by a Cabinet Secretary appointed by the Governor and confirmed by the New Mexico State Senate. The Agency consists of the following business units:

1. Office of the Secretary;
2. Administrative Services Division;
3. Behavioral Health Services Division;
4. Child Support Enforcement Division;
5. Income Support Division;
6. Information Technology Division; and
7. Medical Assistance Division.

**Office of the Secretary (OoS)** - The Office of the Secretary consists of the Cabinet Secretary of Human Services, the Deputy Secretary for Programs, the Deputy Secretary for Finance and Administration, the Office of General Counsel (OGC), the Office of Human Resources, the Office of Inspector General, the Fair Hearings Bureau, and the Communications Director. The Office of the Secretary provides public information services and constituent services, and includes administrative support personnel.

**Administrative Services Division (ASD)** - The Administrative Services Division provides operational infrastructure that supports the divisions in administering programs and services. The Agency receives more than five billion (\$5 billion) in funding. ASD aims to maximize accountability of funds through efficient and well-constructed business processes.

ASD oversees the Agency’s finances and property. Specific functions include budget, procurement, accounting, payments, billing, revenue collection, federal grant reporting and cost allocation, and property and material management for the Agency. ASD oversees the Child Support Enforcement State Disbursement Unit (SDU) that collects and distributes child support payments to custodial parents as mandated by law. It also serves as a focal point for Agency policy updates and emergency preparedness.

**Behavioral Health Services Division (BHSD)** – The Behavioral Health Services Division (BHSD) serves as the adult Mental Health and Substance Abuse State Authority for the State of New Mexico. The Authority's role is to systemically address needs, services, planning, monitoring and continuous quality for all adults across the State.

The Agency is a member of the *New Mexico Behavioral Health Purchasing Collaborative (the Collaborative)* and BHSD works with the Collaborative establishing policy to implement strategies that manage the adult behavioral health system.

**Child Support Enforcement Division (CSED)** - The Child Support Enforcement Division provides child support enforcement services to the general public and to recipients of Temporary Assistance for Needy Families (TANF) and Medicaid. The Division was created to establish and enforce child support obligations owed by non-custodial parents to their children. CSED services include locating absent parents and/or their financial assets, legally establishing paternity and support obligations, collecting and distributing child support payments according to federal and State regulations, recovering assigned child support amounts to repay public assistance benefits, enforcing support obligations through income withholding, tax refund interception, license revocation, and other remedies.

CSED's central office in Santa Fe operates twelve (12) county and two (2) satellite offices throughout the State. There are currently three hundred and eighty-three (383) authorized CSED FTEs statewide (including SDU personnel assigned to ASD). By Joint Powers Agreement (JPA), the Navajo Nation Child Support Enforcement Program also uses the New Mexico's automated Child Support Enforcement System (CSES), in addition to other services such as the SDU. These offices are housed in two regional offices on the Navajo Reservation.

**Income Support Division (ISD)** – The Income Support Division (ISD) administers public assistance programs for the State of New Mexico, such as Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), General Assistance, Community Services Block Grant, Low Income Home Energy Assistance (LIHEAP) and the Refugee Resettlement programs. As of June 2013, there are approximately 17,430 families benefiting from cash assistance and approximately 199,316 families receiving SNAP benefits. ISD personnel are located in one central office and 40 field offices throughout the state. There is at least one (1) office in each of New Mexico's 33 counties, except Los Alamos. Los Alamos is served by neighboring Rio Arriba County. Several counties have more than one (1) office, including four (4) offices in Bernalillo, three (3) offices in Dona Ana, and two (2) offices in Eddy, Rio Arriba and Valencia counties, respectively. ISD employs 945 permanent employees.

**Information Technology Division (ITD)** - IT Services for the Agency are provided by the ITD. The Agency Chief Information Officer (CIO) heads the Division. The CIO reports directly to the Agency Deputy Secretary. The CIO has decision-making authority and oversight over all Agency IT related issues including budget, procurement, contracts, plans, and reporting.

ITD provides three primary services - systems services, software engineering services, and business operations - to Agency Divisions and support offices. In the current organizational structure, IT System Services is comprised of the Systems Administration Bureau (SAB) and the Production Support Bureau (PSB). The SAB provides systems related services such as the administration, maintenance, and upgrades specific to the Agency network, operating systems, workstations, servers, routers, firewalls, switches, and video equipment. IT Systems Services also coordinates all voice and data infrastructure for all leased building projects. Security of all Agency networks and communications is also provided under the auspices of this service. The PSB is responsible for providing help desk and desk-top support for all Agency staff located throughout the State and for managing the batch job schedule.

The development arm of ITD provides the Software Engineering services for many of the Agency's systems. The Applications Support Bureau (ASB) and the Child Support Enforcement System (CSES) Bureau provide system support including analysis, design, maintenance, and incident resolution. The CSES Bureau provides support for the existing legacy system known as CSES, as well as the web-based eCSE (electronic Child Support Enforcement). All maintenance and operations support for this system is in-sourced to State of New Mexico staff. A similar set of services are also provided by the Applications Support Bureau for HIPAA Transaction Interface Exchange (TIE), Medicare Buy-In, State Data Exchange, and the Low Income Home Energy Assistance Program, the Claims System, the Commodities Distribution System, the Social Security Administration (SSA) Wire Third Party Query systems, and data exchanges between the ISD2R/ASPEN system and federal and state agencies. As HSD moves forward, some of these applications may change or no longer be necessary.

The business operations services provided by the third arm of the division include project management, quality control/assurance and administrative support. ITD has a cadre of experienced project managers responsible for the maintenance and operations of the ISD2R/ASPEN system, CSES and the MAD system, referred to as Medicaid Management Information System (MMIS). Project management services are also provided for projects funded under special appropriations. Quality control services provided for all ITD activities include process improvement, requirements management, systems and user acceptance testing, release control, and problem tracking.

**Medical Assistance Division (MAD)** – The Agency's Medicaid Assistance Division (MAD) directly administers the State's Medicaid program. Beginning on January 1, 2014, and with approval of the Centers for Medicare & Medicaid Services, the State instituted "Centennial Care" an initiative to simplify the administration of the Medicaid managed care program and to control spending while improving the quality of care provided to Medicaid recipients. With expansion, Medicaid covers more than five hundred thousand (500,000) New Mexicans, approximately one (1) in four (4) residents of the state. MAD is operated in Santa Fe and has approximately two hundred (200) staff employees.

### **C. SCOPE OF PROCUREMENT**

In preparation for the replacement of its child support enforcement (CSES) case management system the Contractor shall be responsible for assessing current CSED business processes and procedures and identifying strengths and weaknesses. The Contractor shall determine how to streamline and improve on current business practices before the development and implementation of the new system.

The scope of the procurement shall encompass the defined services, tasks, and activities described in this RFP including:

1. Provide a schedule and detailed plan for the contracted activities including HSD resources;
2. Review and assess CSED's business processes and procedures (to include the State Disbursement Unit (SDU));
3. Identify CSED's business processes and procedures' strengths and weaknesses and report to CSED Management;
4. Provide recommendations for consistent and efficient practices that would eliminate wasteful or overly complex activities in CSED Central Office and at the County Office, as appropriate;
5. Develop processes to reduce cycle time from *Case Initiation* through the *Collection of child support* for each County Office;
6. Identify ways to streamline and reduce redundancies in the CSED operational and legal processes;
7. Determine ways to maximize staffing resources by identifying methods to streamline and integrate appropriate training that ensures staff can transition to fully functioning case workers;
8. Collect current and relevant data from the CSED, its customers and federal partners in order to conduct a process improvement workshop;
9. Pilot recommended processes and procedures in designated CSED County Offices;
10. Provide pilot project measures of success;
11. Provide a plan for integrating pilot lessons learned into future stages; and
12. Provide weekly progress reports to CSED management throughout contract term.

The contract resulting from this RFP shall begin upon approval by the State of New Mexico's Department of Finance and Administration (DFA) on July 1, 2014. The term of the contract signed as a result of this RFP will be for one (1) year with three (3) optional one (1) year extensions not to exceed four (4) years.

#### **D. PROCUREMENT MANAGER**

The Agency has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Peter Barrington, Bureau Chief  
New Mexico Human Services Department  
Child Support Enforcement Division  
P.O. Box 25110  
Santa Fe, NM 87505  
Phone: (505) 505-827-1314  
Fax: (505)-476-7045  
E-mail: Peter.Barrington@state.nm.us

Any inquiries or request regarding this procurement shall be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other State employees or Evaluation Committee members do not have the authority to respond on behalf of the Agency and/or SPD.

All proposals shall be delivered on or before the closing date and time for receipt of proposals to the NM HSD Procurement Agent at the following address:

Peter Barrington  
Business Assessment Review #14-630-6000-0001  
New Mexico Human Services Department  
Child Support Enforcement Division  
Pollon Plaza  
2009 South Pacheco  
Santa Fe, New Mexico 87505

#### **E. DEFINITION OF TERMINOLOGY**

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

“**Agency**” means the New Mexico Human Services Department (HSD).

“**Close of Business**” means 5:00 PM MT.

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

“**Contractor**” means the successful Offeror who contracts with the State of New Mexico as a result of this RFP.

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

“**CSED**” means the Child Support Enforcement Division of the Agency.

“**CSES**” means the federally certified Child Support Enforcement [Case Management] System used by the CSED.

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

“**Department**” means the Human Services Department of the State of New Mexico.

“**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 Bureau of the Department of Finance and Administration for the State of New Mexico.

“**DoIT**” means the New Mexico Department of Information Technology, which is responsible for operating the data center and all communications related items for New Mexico State Government.

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

“**Evaluation Committee**” means a body appointed by the Agency to perform the evaluation of Offeror’s 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. The report will contain all written determinations resulting from procurement.

“**Finalist**” means an Offeror and/or Offerors who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“**FTE**” means Full Time Equivalent (employees).

“**Fully-Loaded Fixed Transaction Base Rate**” means the base rate costs per transaction deliverable that includes all travel, per diem, fringe benefits, performance bond, and any overhead costs for Contractor personnel, as well as subcontractor personnel - if appropriate.

“**HIPAA**” means Health Insurance Portability and Accountability Act.

“**HSD**” means the State of New Mexico’s Human Services Department.

“**Implementation**” means the carrying out or physical realization of goal or project.

“**ISD2R/ASPEN**” means the Integrated Services Delivery System Renewal (a.k.a. the ASPEN project), which is in design and will replace the current ISD2 eligibility system. The ISD2 legacy system is the New Mexico automated eligibility determination, benefits delivery, and case management system that supports the administration of HSD’s Title IV-A programs. The system processes eligibility determination, benefit calculations and delivery, and establishment of claims, as well as interfaces with other HSD systems including the Child Support Enforcement System (CSES) and the Medicaid Management Information System (MMIS). The system also interfaces with external entities including other New Mexico State Agencies, Federal Agencies, and Contracting support agencies.

“**IT**” means Information Technology.

“**IV-D**” means the Title IV-D of the Social Security Act, which established the child support enforcement program.

“**MAD**” means the HSD/Medical Assistance Division.

“**Mandatory**” means the terms “must,” “shall,” “will,” or “is required” used to describe a mandatory item or factor (in contrast with “desirable”). Failure to meet a mandatory item or factor will result in rejection of the Offeror’s proposal.

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

“**MT**” means Mountain Time. The mountain standard or mountain daylight time in effect on the date specified.

“**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.

“**NMSA**” means the New Mexico Statutes Annotated 1978, as amended. When the acronym “NMSA” appears, it shall be read as if the full and complete citation was made at that point.

“**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**” means any person, corporation, or partnership that chooses to submit a proposal as a Contractor.

“**Phase**” means a collection of logically related project activities, usually culminating in the completion of a milestone or deliverable.

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

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

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

“**Responsive Offer**” or “**Responsive Proposal(s)**” means an offer or proposal that conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to, price, quality, quantity or delivery requirements.

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

“**SDU**” means the HSD Administrative Services Division (ASD), State [Child Support] Disbursement Unit.

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

“**Solicitation**” means RFP.

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

“**Staff**” means an individual who is full-time, part-time, or an independently contracted employee.

“**State**” or “**the State**” means the State of New Mexico.

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

“**TANF**” means the Temporary Assistance for Needy Families, the Federal Title IV-A program that succeeded Aid to Families with Dependent Children as a result of PRWORA (the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, commonly known as “welfare reform”).

“**Transition**” means the transfer of knowledge or services from one person or entity to another.

## **F. RESOURCES**

Following is a list of websites that will be useful to Offerors for the preparation of their responses:

1. **NM HSD Website:** <http://www.hsd.state.nm.us/>
2. **NM HSD - Child Support Enforcement Division Website:**  
<http://www.hsd.state.nm.us/csed/>
3. **NM Administrative Code (NMAC):** <http://www.nmcpr.state.nm.us/nmac/>
4. **Federal Office of Child Support Enforcement (OCSE):**  
<http://www.acf.hhs.gov/programs/css/policy>
5. **Doing Business with NM:**  
[http://www.generalservices.state.nm.us/uploads/files/SPD/Vendors-doindbusinNM\\_rev8-11-11.pdf](http://www.generalservices.state.nm.us/uploads/files/SPD/Vendors-doindbusinNM_rev8-11-11.pdf)

6. **Executive Order 2009-049 and Pay Equity Reporting Forms:**  
[http://www.generalservices.state.nm.us/uploads/FileLinks/3807450d09e04436ad92ac4534e7f125/Pay%20Equity%20revkb\\_6-28-11.pdf](http://www.generalservices.state.nm.us/uploads/FileLinks/3807450d09e04436ad92ac4534e7f125/Pay%20Equity%20revkb_6-28-11.pdf)
7. **NM Procurement Code Regulations, 1.4.1 NMAC:**  
<http://www.generalservices.state.nm.us/uploads/FileLinks/8aa817bc94bc429aad0032b99ca0511/Procurement%20Code%20Registration.pdf>
8. **NM State Purchasing Division** (includes links to Procurement Regulations and RFP instructions): <http://www.generalservices.state.nm.us/spd/>
9. **DoIT Standards and Procedures:** <http://www.DoIT.state.nm.us/standards.html>
10. **NM State Records Center and Archives:** <http://www.nmcpr.state.nm.us/>

**B. 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. However, the schedule is subject to change.

PROCUREMENT SCHEDULE			
	Action	Responsible Party	Due Dates*
1.	Issue RFP	Procuring Agency	April 18 , 2014
2.	Distribution List Response Due	Potential Offerors	April 23, 2014
3.	Deadline To Submit Additional Written Questions	Potential Offerors	April 25, 2014
4.*	Response to Written Questions/RFP Amendments	Procuring Manager	May 2, 2014
5. <sup>D</sup>	Submission of Proposal	Offerors	May 22, 2014 2:00 pm MT
6. <sup>a</sup>	Proposal Evaluation	Evaluation Committee	May 23–May 28, 2014
7. <sup>D</sup>	Selection of Finalists	Procuring Agency	May 29, 2014
8. <sup>a</sup>	Best and Final Offers from Finalists	Offerors	June 6, 2014 3:00 pm MT
9. <sup>e</sup>	Finalize Contract	Procuring Agency Offeror	June 18, 2014
10. <sup>S</sup>	Contract Award	Procuring Agency	July 1, 2014
11. <sup>S</sup>	Protest Deadline	Offerors	15 Days after the Contract Award (+15 days)

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\* Subject to change based on number of responses to evaluate and final approval from federal partners, if applicable.

**B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the table above.

**1. Issuance of RFP**

This RFP is being issued by the Agency. Copies of the RFP can be obtained from the SPD website at:  
<http://www.hsd.state.nm.us/LookingForInformation/Default.aspx>

**2. Distribution List Response Due**

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 organizations placed on the procurement distribution list. This form should be signed by an authorized representative of the organization, dated, and returned to the Procurement Manager by as stated in Section II, A. SEQUENCE OF EVENTS.

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 withdrawal from the procurement process. Therefore, the Offeror's organization name shall be deleted from the procurement distribution list.

**3. Deadline to Submit Additional Questions**

Potential Offerors may submit additional written questions to the Procurement Manager as to the intent or clarity of this RFP until the close of business on as stated in Section II, A. SEQUENCE OF EVENTS. All written questions must be addressed to the Procurement Manager.

**4. Response to Written Questions/RFP Amendments**

Written responses to written questions and any RFP amendments will be distributed by email as stated in Section II, A. SEQUENCE OF EVENTS, to all potential Offerors whose organization's name appears on the *Acknowledgement of Receipt Form*. Additional copies will be posted to:  
<http://www.hsd.state.nm.us/LookingForInformation/Default.aspx>.

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 NO LATER THAN 2:00 PM (MT) ON as stated 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 Peter Barrington at the mail address listed in Section I.D. Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the “New Mexico HSD Child Support Enforcement Division Business Assessment Review Request for Proposals.” Proposals submitted by facsimile will not be accepted. Proposals will remain the property of the State and will not be returned.

A public log will be kept of the names of all Offerors’ organizations that submitted proposals. Pursuant to NMSA 1978, §13-1-116, the contents of proposals shall not be disclosed to competing Offerors during the contract negotiations and prior to contract award. The negotiation process is deemed to be in effect until the contract awarded pursuant to this RFP has been fully executed.

## **6. Proposal Evaluation**

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. The evaluation process will take place from as stated in Section II, A. SEQUENCE OF EVENTS, depending upon the number of proposals received. During this time, the Procurement Manager may, at his option, initiate discussion with Offerors that submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals; however, proposals may be accepted and evaluated without such discussion. Offerors SHALL NOT initiate discussions.

## **7. Selection of Finalists**

The Evaluation Committee will select and the Procurement Manager will notify the finalists as stated in Section II, A. SEQUENCE OF EVENTS. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations/demonstrations will be determined at this time.

## **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 by 3:00 pm MT on as stated in Section II, A. SEQUENCE OF EVENTS.

## **9. Finalize Contract**

The contract will be finalized with the most advantageous Offeror by as stated in Section II, A. SEQUENCE OF EVENTS or soon after. This date is subject to change at the discretion of the SPD. 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.

## **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 as stated in Section II, A. SEQUENCE OF EVENTS. This date is subject to change at the discretion of the SPD.

This contract shall be awarded to the Offeror whose proposal is most advantageous to the State of New Mexico and the Agency, taking into consideration the weighted evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Agency and State approval.

## **11. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, §13-1-172 and applicable procurement regulations. The fifteen (15) calendar day protest period for responsive Offerors shall begin on the day following the Contract Award and will end as of 5:00 PM MT fifteen (15) days after the Contract Award. Protests must be written and must include the name and address of the protestor and the RFP 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 delivered to:

Office of General Counsel  
Pollon Plaza  
2009 South Pacheco  
Santa Fe, New Mexico 87505

Mailing Address:  
P.O. Box 2348  
Santa Fe, New Mexico 87504-2348

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, NMAC 1.4.1.

### **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, and 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 this 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**

The use of subcontractors is allowed. The prime Contractor shall be wholly responsible for the entire performance of the contract whether or not subcontractors are used. Subcontractors must be identified by name and their roles clearly explained in the proposal. Additionally, the prime Contractor must receive approval in writing from the Agency, before any subcontractor is used during the term of this agreement.

### **5. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. An amended proposal must be a complete replacement of a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

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

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

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

### **7. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred 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 requested and 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 material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the

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 NMSA 1978, §57-3A-1 to 57-3A-7. 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 may 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 use of Offeror services until a valid written contract is awarded and approved by appropriate authorities (including the DoIT, SPD, DFA/CRB and/or 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 in writing to the attention of the Procurement Manager.

**13. Governing Law**

This procurement and any agreement with an Offeror that may result from this procurement 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. Current and updated information regarding this procurement is available on the SPD website at

<http://www.generalservices.state.nm.us/statepurchasing/>.

#### **15. Contract Terms and Conditions**

The contract between the Agency and a Contractor will follow the format specified by the Agency and will contain the terms and conditions set forth in Appendix B. However, the Agency reserves the right to negotiate provisions with a successful Offeror 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 this Section and in Appendix B, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions 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 potential Offeror to adhere to the requirements specified within this RFP. The Evaluation committee will reject the proposal of any potential Offeror that is not a responsible Offeror or that fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.

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

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements

provided that all of the otherwise responsive proposals 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**

Violations of the Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, carry civil penalties and misdemeanor criminal charges. In addition, New Mexico law imposes felony criminal penalties for bribery, gratuities, and kickbacks.

## **22. Agency Rights**

The Agency reserves the right to accept all or a portion of an Offeror's proposal.

## **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and Contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement 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 shall become property of the State of New Mexico.

## **25. Confidentiality**

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

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

The Contractor will comply with all requirements stated in Appendix I, Safeguarding IRS Federal Tax Information.

## **26. Email Address Required**

Much of the communication regarding this procurement will be conducted by email. Offerors must have a valid email address to receive this correspondence (reference Section II.B.5).

### **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 State Purchasing Agent, the version maintained by the SPA shall govern. Please refer to: <http://www.generalservices.state.nm.us/statepurchasing/>.

### **28. Letter of Transmittal Form**

Each proposal shall be accompanied by a signed Letter of Transmittal Form (see Appendix D). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter of Transmittal such as "subject to successful negotiation" or words to that effect. The Letter of Transmittal SHALL follow the format provided and the form shall be completed and signed by the person authorized to obligate the Offeror. **Failure to follow these instructions shall result in the rejection of the proposal.**

The letter of transmittal MUST:

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and email address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and email address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and email addresses of persons to be contacted for clarification;
- e. Identify if subcontractors will be used in the performance of the contract award;
- f. Describe any relationship with any entity that will be used in the performance of this awarded contract;
- g. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II.C.1;
- h. Acceptance of Section V of this RFP; and
- i. Acknowledge receipt of any and all amendments to this RFP.

### **29. New Mexico Employees Health Coverage Form**

Offerors shall agree with the terms as indicated in Appendix E. The unaltered form must be completed and signed by the person authorized to obligate the Offeror and submit a copy with their proposal. **Failure to complete and return the form with**

**the proposal shall be deemed non-responsive and will result in the rejection of the proposal.**

### **30. Campaign Contribution Disclosure Form**

Offerors shall complete, sign, and return the unaltered Campaign Contribution Disclosure Form found in Appendix F with the submittal of their proposal. This requirement applies regardless of whether or not a covered contribution was made for the positions of Governor and Lieutenant Governor. **Failure to complete and return the form with the proposal shall be deemed non-responsive and will result in the rejection of the proposal.**

### **31. Pay Equity Reporting**

Offerors shall agree with the requirements of reporting as defined in Appendix B.22 and must submit, as part of their response, a statement of concurrence that they agree to comply with the Employee Pay Equity Reporting provisions set forth in Appendix B.22, unless they are exempt from such reporting due to one of the three exemptions. The reports can be obtained by Offerors from the SPD website on the Governor's Pay Equity Initiative that also includes the Implementation Guidance at: <http://www.generalservices.state.nm.us/> (Click on "*Doing Business with the State*"). **A statement of concurrence must be submitted in the Offeror's proposal.**

### **32. Suspension and Debarment Requirement**

Offerors shall complete, sign, and return the Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters found in Appendix G with the submittal of their proposal. **Failure to complete and return the form with the proposal shall be deemed non-responsive and will result in the rejection of the proposal.**

### **33. Conflict of Interest; Governmental Conduct Act**

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or services required under this RFP by completing the affidavit in Appendix H. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, § 10-16-1 through 10-16-18, regarding contracting with a public officer or State employee or former State employee have been followed. **Failure to complete and return the affidavit with the proposal shall be deemed non-responsive and will result in the rejection of the proposal.**

### **34. Statement of Litigation**

Offerors shall provide a statement as to whether there is any pending litigation against the Offeror as well as any proposed subcontractors, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation may impair the Offeror's performance in a contract under this RFP. **Failure to submit a statement, and**

**applicable opinion of counsel, shall be deemed non-responsive and will result in the rejection of the proposal.**

### **35. Offer Certification**

Offerors shall provide a Statement as to whether the Offeror is proposing to employ or utilize in any capacity a current or former State of New Mexico employee in the preparation of, submittal or execution of this proposal. The Offeror shall disclose in writing as part of its proposal the following:

- a. Individual's full Legal Name;
- b. Department(s) where employed;
- c. Dates of employment; and
- d. Last date of service with the State.

If Offeror is not proposing to employ or utilize in any capacity any current or former State of New Mexico employee, Offeror shall provide a statement to that effect. **Failure to submit this information/statement shall be deemed non-responsive and will result in the rejection of the proposal.**

### **36. . Safeguarding IRS Federal Tax Information**

Offerors shall agree to comply with and assume responsibility for compliance by his or her employees with IRS federal tax information (FTI) safeguards in accordance with IRS Publication 1075. Offers must sign and submit the Safeguarding IRS Federal Tax Information form (Appendix I) with their proposal. **Failure to complete and return the form with the proposal will shall be deemed non-responsive and will result in the rejection of the proposal.**

**III. RESPONSE FORMAT AND ORGANIZATION)**

**A. NUMBER OF RESPONSES**

Offerors shall submit only one (1) response proposal for this RFP.

**B. NUMBER OF COPIES**

Offerors shall provide the following copies to the location specified in Section I.D on or before the closing date and time for receipt of proposals. The original binders shall be marked “ORIGINAL.”

<b>Binder</b>	<b>Number of Copies</b>	<b>Reference Section</b>
#1	one (1) original and five (5) identical copies	III.C.1.
#2	one (1) original and two (2) identical copies	III.C.1.

Offerors shall also submit one (1) electronic copy in MS Word, portable document format (PDF), or Excel format to the location specified in Section I.D on or before the closing date and time for receipt of proposals. The electronic copy of the proposal must contain all Binder and Confidential Information separately. The electronic version must mirror the hardcopy version.

**C. PROPOSAL FORMAT**

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

All proposals must be submitted as follows:

**1. Proposal Organization**

The proposal shall be organized and indexed in the following format and shall contain, at a minimum, all listed items in the sequence indicated. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

In each section of their proposals, 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 SHALL OCCUR ONLY IN BINDER #2 WITH THE COST RESPONSE FORMS.**

An Executive Summary may be included by Offerors to provide the Evaluation Committee and members with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal.

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. However, these supporting materials should be included as items in a separate appendix in Binder #1.

- a. Binder #1 – Business/Technical Requirements Response
  - i. Table of Contents
  - ii. Signed Letter of Transmittal (Section II.C.30; Section V.A.8; Section V.B.9; Appendix D)
  - iii. Executive Summary
  - iv. Response to RFP Requirements, with the exception of cost, in the order in which they appear in this RFP (Section IV.B; Section V.A and B)
  - v. Mandatory Requirements Response Form (Appendix L)
  - vi. Completed New Mexico Employees Health Coverage Form (Section II.C.31; Section V.B.11; Appendix E)
  - vii. Completed Campaign Contribution Disclosure Form (Section II.C.32; Section V.B.12; Appendix F)
  - viii. Employee Pay Equity Reporting Statement (Section II.C.33; Section V.B.13; Appendix B, Article 22)
  - ix. Suspension and Debarment Requirement Form (Section II.C.34; Section V.B.14; Appendix G)
  - x. Conflict of Interest Affidavit (Section II.C.35; Section V.B.15; Appendix H)
  - xi. Statement of Litigation (Section II.C.36; Section V.B.16)
  - xii. Offer Certification Statement (Section II.C.38; Section V.B.18)
  - xiii. Safeguarding IRS Federal Tax Information Form (Section II.C.39; Section V.B.19; Appendix I)
  - xiv. New Mexico Based Incentive (Section II.C.40; Section V.B.20)
  - xv. Promotional Material (Optional)
  - xvi. Value-Added Products or Services Offered (Optional)
- b. Binder #2 – Cost/Terms and Conditions Response
  - i. Completed Cost Response Forms (Section V.B.7; Appendix C)
  - ii. Response to Contract Terms and Conditions (Section II.C.15; Appendix B)
  - iii. Offeror’s Terms and Conditions (Section II.C.16)

#### **IV. REQUIREMENTS**

Offerors shall respond in the form of a thorough narrative to each requirement in the following table by number, unless otherwise specified. Each response should convey an understanding of the requirement and its implications (not just quoting or paraphrasing the requirement) and should describe the methodology the Offeror will use to meet it, the technical solutions, and the quality control that will be built into meeting the requirement.

The Offeror shall agree to perform each task and/or subtask, but is not limited to performing only the identified task or subtasks in a given project area. General promotional material shall not be included in responses; however, relevant technical material may be referenced as an appendix to the technical proposal or in Binder 3. The narratives to each requirement, including required supporting materials, will be evaluated and awarded points accordingly.

##### **A. PROCURING AGENCY SUPPORT**

Agency support does not relieve the Contractor of any contractual responsibilities.

The Contract Manager is the primary point of contact for all technical related items. This person coordinates with other Agency staff to provide support to the Contractor.

##### **1. Agency Support**

In preparing proposals, Offerors may assume that the Agency will provide the following support during the term of the contract:

- a. Review of deliverables;
- b. Advisement of applicable CSED procedures, policy, or State or federal law; and
- c. Coordination with Agency technical staff to provide the system-related information and other technical resource associates as necessary.

##### **2. Timeframe**

The contractual services are scheduled to begin on **July 1, 2014** and end **June 30, 2015**, with the possibility of extension through **June 30, 2018**.

##### **B. BUSINESS REQUIREMENTS**

In this section of the proposal, Offerors must describe their understanding of the requirements stated in services, tasks, and activities found in this RFP. Offerors will respond to all numbered requirements within this section. Each business requirement will be assigned points up to the allocated maximum based on the response. Proposals must meet the following mandatory business requirements.

**1. Organizational Experience**

<b>Requirement</b>	<b>Sub Tasks</b>	<b>Description</b>
IV.B.1.a. Organizational Experience Narrative	i. Relevant Experience	Offerors shall provide a narrative that thoroughly describes the Offeror’s experience in delivering human services governmental business assessment reviews and improvement recommendations, or similar, services within the last five (5) years.
		Offerors shall provide evidence of in-depth knowledge of State and Federal laws, rules, and regulation regarding Child Support services.
		Offerors shall provide evidence of in depth knowledge of project management.
	ii. Dates of Service	The narrative shall identify the dates of service for each engagement.
	iv. Other State Contracts	The narrative shall include a list, if any, of all current contractual relationships with the State of New Mexico or those completed within the previous five (5) year period. The listing should include the contract number, contract term, and procuring State agency for each reference.

**2. Organizational References**

<b>Requirement</b>	<b>Sub Tasks</b>	<b>Description</b>
IV.B.2.a. External Organizational References	i. Required Number of References	Offerors shall submit a minimum of three (3) external organizational references from clients who have received similar services to those proposed by the Offeror within the last five (5) years, with particular emphasis on those projects in the public sector.
		For each reference, the Offeror shall describe the project and provide the dates of services (starting and ending).
	ii. Reference Questionnaire	Offerors shall agree to send the reference form in Appendix L to each external organizational reference listed. The external organizational reference, in turn, is requested to submit the reference form directly to the RFP Procurement

		Manager (not the Offeror) by the RFP proposal submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal.
IV.B.2.b. External References for Subcontractors	i. Required Number of References	Offers proposing to use subcontractors for significant portions of the scope of work shall include three (3) external references for each major subcontractor.
	ii. Reference Questionnaire	Offerors shall agree to send the reference form in Appendix K to each external subcontractor reference listed. The external subcontractor reference, in turn, is requested to submit the reference form directly to the RFP Procurement Manager (not the Offeror) by the RFP proposal submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal.
<p><b>Note: The Offeror is responsible for obtaining and verifying the contact information for named references. The RFP Evaluation Committee is not obligated to try to locate references if the contact information provided by the Offeror is incorrect. The Evaluation Committee may contact any or all named references to validate the information submitted. Organization references that are not received, or contain obsolete or incorrect contact information, may adversely affect the vendor's score in the evaluation process.</b></p>		

**3. Offeror's Staff Experience**

Requirement	Sub Tasks	Description
IV.B.4.a. Staff Experience	i. Core Team	Offerors shall agree to commit a cohesive, dedicated, highly skilled core team lead by a Project Manager, preferably on-site.
	ii. Time Allocation	Offerors shall state the percentage of time per week that each proposed core team member will be assigned to and work on the CSED Business Assessment Review project.
	iii. Organizational Chart	Offerors shall submit a staff organizational chart and the chronological resumes of all proposed core staff with the proposal. The organization chart must include the title, name, and experience category for each proposed individual with an accompanying

		narrative that describes the individual’s proposed job duties.
IV.B.4.b. Senior Project Manager	i. Minimum Qualifications	The person assigned as the Senior Project Manager is expected to direct all activities of this contract, and must meet the following minimum qualifications: <ol style="list-style-type: none"> <li>1. More than five (5) years of progressive experience in project management with successful experience in a similar position in three (3) of the past five (5) years; Project Management Professional (PMP) designation is desirable)</li> <li>2. Extensive knowledge of project time reporting, tracking, and control;</li> <li>3. Extensive knowledge of risk management;</li> <li>4. Extensive experience in contract and resource management; and</li> <li>5. General management experience.</li> </ol>
	ii. Resume	The type and level of experience must be documented in resume or experience narratives attached thereto. The resume and qualifications summaries must indicate: <ol style="list-style-type: none"> <li>1. Experience with business assessment reviews;</li> <li>2. Experience in child support enforcement programs;</li> <li>3. Experience with and length of time employed by the Offeror;</li> <li>4. Experience in project management for government projects;</li> <li>5. Relevant training; and</li> <li>6. Education (include degrees and certifications)</li> </ol>
<b>Note: Failure to provide the resumes as specified and the required information will result in rejection of the proposal.</b>		

**4. Offeror’s Staff References**

<b>Requirement</b>	<b>Sub Tasks</b>	<b>Description</b>
IV.B.5.a. Core Staff References	i. References	The Offeror shall provide the names, positions, current telephone numbers, and email address of clients who can give information on the individuals' experience and competence. Three (3) references must be provided for each

		proposed core staff member.
	ii. Restrictions	Staff references from other personnel within the Offeror's organization (or parent organization) are unacceptable. Such references will not be contacted and the Offeror shall receive no credit for that reference.
<p><b>Note: The Offeror is responsible for verifying that the contact information for named references is current. The RFP Evaluation Committee is not obligated to try to locate persons if the contact information provided by the Offeror is incorrect. Obsolete or incorrect contact information could result in a zero score in this category.</b></p>		

**5. Project Requirements**

<b>Requirement</b>	<b>Sub Tasks</b>	<b>Description</b>
IV.B.6.a. Project Requirements	i. General	Offerors shall agree to perform a business assessment review of the current CSED business processes and procedures to identify strengths and weakness in preparation for the replacement of its child support enforcement case management system (CSES). Offers shall determine how current business practices can be streamlined and improved upon prior to the developing and implementing the new case management system.  The scope of the procurement shall encompass the defined services, tasks, and activities described in the <i>Sub Tasks</i> below.
	ii. Business Process Review	Offerors shall agree to review and assess CSED's business processes and procedures. CSED has completed approximately 100 business flows documenting the majority of functions of CSED. The flows are documented in Microsoft Visio 2010 and examples are attached at Appendix _
	iii. Strengths and Weakness Report	Offerors shall agree to identify CSED's business processes and procedures strengths and weaknesses and report to CSED Management.
	iv.	Offerors shall agree to provide

	Recommendations Report	recommendations for consistency and efficiencies to eliminate wasteful activities in CSED Central Office and at each County Office.
	v. Process Development	Offerors shall agree to develop, document and work with CSED to approve processes to reduce cycle time from <i>Case Initiation</i> through the <i>Collection of child support</i> for each County Office.
	vi. Streamline Processes	Offerors shall agree to identify ways to streamline and reduce redundancies in the CSED operational and legal processes.
	vii. Staffing Recommendations	Offerors shall agree to identify ways to maximize staffing resources by identifying ways to streamline and integrate appropriate training to ensure staff can transition to fully functioning case workers.
	viii. Policy Recommendations	Offerors shall agree to identify policy deficiencies and make corrective recommendations and documentation.
	ix. Records and Archives.	Offerors shall agree to identify deficiencies and make corrective recommendations and documentation for record retention and destruction activities process and procedures.
	x. Compliance Assessment	Offerors shall agree to include an assessment and recommendations of CSED's compliance with Federal and State rules and regulations.
	xi. Bi-lingual Service	Offerors shall agree to review process and procedures for service to non-English speaking customers for corrective recommendations and documentation.
	xii. Workshop(s)	Offerors shall agree to conduct on-site workshops to a group of experienced personnel (Teams), to review identified systems for process improvement.  Offerors shall agree to provide expertise to the Teams in drafting new documents, including templates, initial drafts, etc., which will set guidance to the Team and outline desired results.

		<p>Offerors shall agree to provide publication(s) or other resources to assist the Teams in changing current processes.</p>
		<p>Offerors shall agree to provide expert instruction to the Teams to develop significant process improvement changes to the CSED through restructuring of the current CSED business model and oversee the transformation from project selection through implementation.</p>
		<p>Offerors shall agree to ensure key processes are selected for improvement and ideas are understood and implementation is supported at all levels of CSED.</p>
		<p>Offerors shall agree to provide expertise to the Team in conducting focus groups of CSED customers. Include training in the understanding of customer feedback. Instruct the Team process improvement plans based on customer feedback.</p>
		<p>Offerors shall agree to observe the Teams presentations on process improvements and critique their results.</p>
		<p>Offerors shall agree to document the workshop activities, action items, issues and decision.</p>
		<p>Offerors shall agree to finalize and document all recommendations to the Team.</p>
	<p>Judicial Court Process Review</p>	<p>HSD/CSED work with the Administrative Office of the Courts to have business processes reviewed by an outside consultant.</p> <p><b>I. Process Flows</b> – the consultant will meet with CSED and each judicial district court and analyze current process flows and make recommendations. This will include:</p> <p>(A) electronic filing capabilities;</p>

		<p>(B) types of hearings before courts and whether the hearing officer and/or judge is assigned/hears a particular matter; and</p> <p>(C) confidentiality of the information and who each court handles</p> <p><b>II. Human Capital</b> – the consultant will analyze current human capital and make recommendations for anticipated needs. This will include:</p> <p>(A) CSED personnel, attorneys and legal assistants; and</p> <p>(B) Judicial personnel, judges and hearing officers.</p> <p><b>III. IT Development</b> – the consultant will review IT capabilities and project costs for improvements. This will include:</p> <p>(A) VPN access/confidentiality, including Skype;</p> <p>(B) Current interface(s) and projected interfaces with CSES replacement; and</p> <p>(C) Paperless document control</p> <p><b>IV. Stratification Plan</b> – the consultant will put together a stratification plan that can be used by the Courts for early identification of CSED cases. This will include:</p> <p>(A) Identifying private DM cases where children receive (or have received) TANF; and</p> <p>(B) Identifying where pro se packets would be best utilized, including personnel to assist.</p> <p><b>V. Recommendations</b> – the consultant’s recommendations shall consist of:</p> <p>(A) Cost - both in human capital</p>
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		<p>and products;</p> <p>(B) Short-term (0-6 months), mid-term (6-24 months), and long-term (2-5 years) goals; and</p> <p>(C) Develop on-going strategies to court/CSED calendars and pleadings, i.e., judge initiated “settlement days.”</p>
	xiii. Pilot Project	<p>Offerors shall agree to conduct a pilot project to implement recommended processes and procedures as agreed to by the Offeror and CSED</p> <p>Offerors shall agree to Provide implementation support and documentation to the Teams. As new processes are implemented, assist with training, ensure new processes are followed and results are achieved.</p> <p>Offerors shall agree to provide measures of effectiveness for new processes and procedures.</p>
IV.B.6.d. Project Reporting	i. Reports	<p>Offerors shall agree to provide weekly, or upon request, progress reports to CSED management throughout contract term. Reports shall include weekly activities, milestones &amp; deliverables completed, upcoming activities, milestones and deliverables and any issues that the Agency may need to be made aware of discovered during procedural and process reviews.</p>
	ii. Inquiries	<p>Offerors shall agree to respond to Contact Manager inquiries within one (1) business day.</p>
IV.B.6.p. Billing	i. Monthly Invoices	<p>Offerors shall agree to submit monthly invoices by the 15th of the following month, including taxes and subtotals. Payment will be rendered on approved invoices based on verified deliverables.</p>

**6. Project Plan**

<b>Requirement</b>	<b>Sub Tasks</b>	<b>Description</b>
IV.B.6.a. Project Plan	i. General	Offeror’s RFP proposal shall include a project plan.
	ii. Project Management	The Project Plan shall document the Offeror’s understanding of the requirements for conducting the Business Assessment Review as described in the RFP requirements and Contract Terms and Conditions.
	iii. Plan Content	Offerors shall provide a narrative describing its approach to the Business Assessment Review, specifically: <ol style="list-style-type: none"> <li>1. Project phases;</li> <li>2. Project resource loaded schedule;</li> <li>3. Procedures, including formats, for providing project updates and status information to Agency management;</li> <li>4. Procedures for responding to inquiries from the Agency;</li> <li>5. Approach for obtaining Agency approvals of deliverables, including requested turn-around time for State review, acceptance, or rejection of deliverables; and</li> <li>6. Additional child support business process recommendations in preparation for the CSED replacement system.</li> </ol>

**7. Cost Proposal**

<b>Requirement</b>	<b>Sub Tasks</b>	<b>Description</b>
IV.B.9.a. Cost Proposal	i. General	Offeror’s proposed costs must be justified and evidence of need documented in the proposal.
	ii. Cost Response Forms	Offerors shall use the Cost Response Forms found in Appendix C, or exact duplicates thereof, to propose its Costs.
	iii. Costs	The Offeror shall propose fully loaded fixed costs for each of the items stated on the Cost Response Forms. The costs cited shall include all costs to perform the CSED Business Assessment Review that meets all contract requirements, including:

		<ol style="list-style-type: none"> <li>1. Salaries and wages, travel, per diem, and employee benefits for Contractor personnel;</li> <li>2. Subcontracting;</li> <li>3. Overhead costs (other than NM gross receipts taxes which shall be shown separately on invoices.);</li> <li>4. Electronic and manual assessment reports; and</li> <li>5. All other costs.</li> </ol>
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**V. EVALUATION**

**A. EVALUATION POINT TABLE/SUMMARY**

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

<b>Factor</b>		<b>Points Available</b>
1.	Organizational Experience	100
2.	Organizational References	50
3.	Offeror’s Staff Experience	100
4.	Offeror’s Staff References	50
5.	Project Requirements	300
6.	Project Plan	200
7.	Cost Proposal	200
8.	Letter Of Transmittal Form	Pass/Fail
9.	New Mexico Employees Health Coverage Form	Pass/Fail
10.	Campaign Contribution Disclosure Form	Pass/Fail
11.	Employee Pay Equity Reporting (Statement)	Pass/Fail
12.	Suspension and Debarment Requirement (Form)	Pass/Fail
13.	Conflict of Interest Affidavit	Pass/Fail
14.	Statement of Litigation	Pass/Fail
15.	Offer Certification (Statement)	Pass/Fail
16.	Safeguarding IRS Federal Tax Information Form	Pass/Fail
<b>Total</b>		<b>1000</b>

**B. EVALUATION FACTORS**

A maximum of 1,000 points may be awarded on the basis of the quality and thoroughness of the responses to the evaluation factors.

Points will be awarded as follows:

**1. Organizational Experience (100 points)**

Points for the organizational experience of the Offeror, including all subcontractors, will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited, the perceived validity of the response, and an evaluation of the Offeror's documented work performed for previous clients receiving similar services to those proposed. (Reference Section IV.B.1.)

**2. Organizational References (50 points)**

Points for organizational references of the Offeror will be awarded based on an evaluation of the responses from previous clients, who received similar services to those proposed by the Offeror, to a series of questions that will be asked concerning the quality of the Offeror's services, the timeliness of services, responsiveness to problems and complaints, and the level of satisfaction with the Offeror's overall performance. (Reference Section IV.B.2 and Appendix K.)

**3. Offeror's Staff Experience (100 points)**

Points for individual experience will be awarded based on an evaluation of each core staff member's work performed for previous clients receiving similar services to those proposed as it relates to their role and the needs of this contract. (Reference Section IV.B.4.)

**4. Offeror's Staff References (50 points)**

Points for individual references will be awarded based on an evaluation of each core staff member's work performed for previous clients receiving similar services to those proposed as it relates to their role and the needs of this contract. (Reference Section IV.B.5.)

**5. Project Requirements (300 points)**

Points will be awarded for this evaluation factor based on the quality, aptness, and thoroughness of the business requirements in Section IV.B.6 and 7.

**6. Project Plan (200 points)**

Points will be awarded for this evaluation factor based on the project timelines and deliverables to meet the Agency's needs.

**7. Cost Proposal (200 points)**

Points will be awarded based on the evaluation of each Offeror's cost proposal using the following formula:

$$\frac{\text{Lowest Responsive Estimated Four-Year Contract Cost}}{\text{Offeror's Estimated Four-Year Contract Cost}} \times 200 = \text{Award Points}$$

This Offeror's estimated contract cost will be calculated as follows:

- a. Step 1: Determine estimated cost for year one. The proposed cost per transaction, as stated in Annual Cost Proposal Calculation Response Form (Appendix C.2). [Base Unit Rate × Est. CPI Adj. Factor = Total cost × one plus gross receipts tax rate = Total with Gross Receipts Tax.]
- b. Step 2: For year two (2), repeat steps 1.

**8. Letter of Transmittal Form (Pass/Fail)**

No points will be awarded for this mandatory evaluation factor. Offerors must complete the Letter of Transmittal Form found in Appendix D. Excluded or incomplete forms will receive a “Fail” rating on this evaluation factor which disqualifies the Offeror’s proposal from further consideration. (Reference Section II.C.30.)

**9. New Mexico Employees Health Coverage Form (Pass/Fail)**

No points will be awarded for this mandatory evaluation factor. Offerors must complete the New Mexico Employees Health Coverage Form found in Appendix E. Excluded or incomplete forms will receive a “Fail” rating on this evaluation factor which disqualifies the Offeror’s proposal from further consideration. (Reference Section II.C.31.)

**10. Campaign Contribution Disclosure Form (Pass/Fail)**

No points will be awarded for this mandatory evaluation factor. Offerors must complete the Campaign Contribution Disclosure Form found in Appendix F. Excluded or incomplete forms will receive a “Fail” rating on this evaluation factor which disqualifies the Offeror’s proposal from further consideration. (Reference Section II.C.32.)

**11. Employee Pay Equity Reporting (Pass/Fail)**

No points will be awarded for this mandatory evaluation factor. Offerors proposal must contain a statement of concurrence with the Employee Pay Equity Reporting requirement in Section II.C.33. Failure to provide a statement of concurrence shall be deemed non-responsive and the Offeror will receive a “Fail” rating on this evaluation factor which disqualifies the Offeror’s proposal from further consideration. (Also Reference, Appendix B, Article 22.)

**12. Suspension and Debarment Requirement (Pass/Fail)**

No points will be awarded for this mandatory evaluation factor. Offerors must complete the Suspension and Debarment Requirement form found in Appendix G. Excluded or incomplete forms will receive a “Fail” rating on this evaluation factor which disqualifies the Offeror’s proposal from further consideration. (Reference Section II.C.34.)

**13. Conflict of Interest Affidavit (Pass/Fail)**

No points will be awarded for this mandatory evaluation factor. Offerors must complete the Conflict of Interest Affidavit found in Appendix H. Excluded or incomplete affidavit will receive a “Fail” rating on this evaluation factor which disqualifies the Offeror’s proposal from further consideration. (Reference Section II.C.35.)

**14. Statement of Litigation (Pass/Fail)**

No points will be awarded for this mandatory evaluation factor. Offeror’s proposal must contain a statement regarding any pending litigation and applicable opinion of counsel. Failure to submit a statement, and applicable opinion of counsel, shall be deemed non-responsive and the Offeror will receive a “Fail” rating on this evaluation factor which disqualifies the Offeror’s proposal from further consideration. (Reference Section II.C.36.)

**15. Offer Certification (Pass/Fail)**

No points will be awarded for this mandatory evaluation factor. Offerors proposal must contain a statement regarding the employment of any current or former State of New Mexico employees. Failure to submit a statement shall be deemed non-responsive and the Offeror will receive a “Fail” rating on this evaluation factor which disqualifies the Offeror’s proposal from further consideration. (Reference Section II.C.38.)

**16. Safeguarding IRS Federal Tax Information (Pass/Fail)**

No points will be awarded for this mandatory evaluation factor. Offerors must complete the Safeguarding IRS Federal Tax Information form found in Appendix I. Excluded or incomplete forms will receive a “Fail” rating on this evaluation factor which disqualifies the Offeror’s proposal from further consideration. (Reference Section II.C.39.)

**C. EVALUATION PROCESS**

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II.B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II.C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. Responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. 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 as specified in Section II.B.8. Please note, however, that a serious deficiency in the response to any single factor may be grounds for rejection regardless of overall score.

## VI. APPENDICES A-N

APPENDIX A

REQUEST FOR PROPOSAL

NM CHILD SUPPORT ENFORCEMENT DIVISION BUSINESS ASSESSMENT REVIEW  
RFP# 14-630-6000-0001

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 O.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than the close of business on the date referenced as stated in Section II, A. SEQUENCE OF EVENTS. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror's 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 Proposal.

Peter Barrington, Procurement Manager  
New Mexico Child Support Enforcement Division Business Assessment Review  
RFP# 14-630-6000-0001  
Pollon Plaza  
2009 South Pacheco  
Santa Fe, New Mexico 87505  
Fax: 505-476-7045  
E-mail: Peter.Barrington@state.nm.us

APPENDIX B

AGENCY SAMPLE CONTRACT TEMPLATE

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,” 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.**

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

**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. **The total amount payable to the Contractor under this Agreement, including expenses and gross receipts tax, if applicable, shall not exceed (AMOUNT). The New Mexico gross receipts tax, if applicable, levied on the amounts payable under this PSC shall be paid by the Contractor. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the HSD when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

(—OR—)

**(CHOICE – MULTI-YEAR, these are additional paragraph A sub paragraphs)**

A. The HSD shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) including gross receipts tax, if applicable, in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO

NOT USE FY1, FY2, ETC.). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not 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. 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 fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

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

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on **(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 years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

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

B. Notice; HSD Opportunity to Cure.

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

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

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

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

D. Termination Management. Immediately upon receipt by either the HSD 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 HSD; 2) comply with all directives issued by the HSD in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the HSD shall direct for the protection, preservation, retention or transfer of all property titled to the HSD 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 HSD 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 HSD to the Contractor. The HSD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the HSD proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the HSD 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 HSD.

**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 HSD. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the HSD, 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 HSD.

**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 HSD 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 HSD employee while such employee was or is employed by the HSD and participating directly or indirectly in the HSD'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 HSD'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 HSD.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the HSD relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the HSD if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HSD and notwithstanding anything in the Agreement to the contrary, the HSD 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 HSD 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 Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**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, or the Contractor shall provide the HSD with four (4) originals of the audit report. The HSD will retain two (2) and one (1) will be sent to the HSD/Office of the Inspector General and one (1) to the HSD/Administrative Services Division/Compliance Bureau.

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 HSD 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 HSD and the Risk Management Division of the New Mexico General Services Department by certified mail.

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

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

**22. Employee Pay Equity Reporting.**

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

applies even when Contractor itself does not meet the size requirement for reporting and therefore is not required to report itself.

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

**23. Invalid Term or Condition.**

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

**24. Enforcement of Agreement.**

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

**25. Notices.**

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

To the HSD:

[insert name, address and email].

To the Contractor:

[insert name, address and email].

**26. Authority.**

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

**27. 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 VI 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:
  - (i) Abide by the terms of the statement; and
  - (ii) 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:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) 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.

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
HSD Cabinet Secretary

By: \_\_\_\_\_ Date: \_\_\_\_\_  
HSD Office of General Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
HSD Chief Financial Officer

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

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

ID Number: 00-000000-00-0

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
NM GSD State Purchasing Division

EXHIBIT A

SCOPE OF WORK

The statement of work (SOW) describes the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement as specified in the RFP requirements (reference RFP Section IV.B and C. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or subtasks in a given project area. The Parties hereby agree that the Deliverables are the controlling items and that the Contractor’s obligation is to perform and deliver the Deliverable as described in the following Section of the State of NM HSD Professional Services Contract. Although only one Deliverable is listed below, it is in place for example purposes only. The Agency may identify as many Deliverables, with attendant Tasks and Subtasks, as needed to accomplish the project goals and objectives.

A. Deliverable Number 1 [Insert Name of Deliverable]

<u>Deliverable One</u>	<u>Due Date</u>	<u>Compensation</u>
[Insert Name of Deliverable]	[Insert Due Date for Deliverable]	[Insert \$ Amount to Complete this Deliverable (incl. GRT)]
<b>Task Item</b>	<b>Sub Tasks</b>	<b>Description</b>
[Insert name of task(s) to be performed for each Deliverable (1 through however many task items are needed to accomplish Deliverable 1.)]	[Insert name of subtask(s) to be performed for each Task Item (1 through however many subtasks are needed to accomplish the Task Item).]	[Insert Description] Please use active verbs to identify tasks and subtasks to be performed by the vendor; due dates for the tasks and/or subtasks should be included as a means of assisting the Agency and Contractor to monitor contract progress.  Compensation amounts for tasks and/or subtasks can be identified here. The total amount paid for all tasks and/or subtasks performed under this deliverable should be consistent with the Compensation due for total delivery of the Deliverable. The Contractor will bill the agency per deliverable, so language that is clear will assist the agency and Contractor in determining if the deliverable was met for payment purposes.

APPENDIX C

**COST RESPONSE FORMS**

**Basis for Payment:** The proposed fully-loaded fixed costs shall include all contractor costs for the services described in the RFP, including: salaries and wages, travel, per diem, and employee benefits for Contractor personnel; subcontracting; overhead costs; and taxes (other than NM gross receipts taxes, which shall be shown separately on invoices.)

**1. COST PROPOSAL CALCULATION RESPONSE FORM**

DELIVERABLE	DESCRIPTION	ESTIMATED BASE COST
1.		\$
2.		\$
3.		\$
<b>TOTAL</b>		

**APPENDIX D**

**LETTER OF TRANSMITTAL FORM**

RFP#: 14-630-6000-0001

Offeror Name: \_\_\_\_\_

Items #1 to #7 MUST BE COMPLETED IN FULL. Failure to respond to any of these seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2: For the person authorized by the organization to contractually obligate the organization:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

3. For the person authorized to negotiate the contract on behalf of the organization:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

4. For the person to be contacted for clarifications:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

5. Use of subcontractors (Select one)

- No subcontractors will be used in the performance of this contract OR  
 The following subcontractors will be used in the performance of this contract:

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

6. Please describe any relationship with any entity with which will be used in the performance of this contract.

\_\_\_\_\_

(Attach extra sheets, as needed)

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

\_\_\_\_\_, 2014  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX E

**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 must 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 must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the State.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link to additional information <http://www.insurenemexico.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 F

### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

Name of Applicable Public Official: \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

—OR—

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## APPENDIX G

### SUSPENSION AND DEBARMENT REQUIREMENT

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

The entering of a Contract between HSD and the successful Offeror pursuant to this RFP is a “covered transaction,” as defined by 45 C.F.R. Part 76. HSD’s Contract with the successor Offeror shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Appendix B, Article 27. All Offerors shall provide as a part of their proposals a certification to HSD in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFP will render the Offeror non-responsible. Furthermore, the Offeror shall provide immediate written notice to the Procurement Manager for this RFP if, at any time prior to Contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Although HSD may review the veracity of the certification through the use of the federal Excluded Parties Listing System or by other means, the certification provided by the Offeror in paragraph (a), below, is a material representation of fact upon which HSD will rely when making a Contract award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to HSD, HSD may terminate the Contract resulting from this request for proposals for default.

The certification provided by the Offeror in paragraph (a), below, will be considered in connection with a Determination of the Offeror's responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Offeror's proposal for non-responsibility and the withholding of an award under this RFP. If the Offeror's certification indicates that that any of the items in paragraph (a), below, exists, the Offeror shall provide with its proposal a full written explanation of the specific basis for, and circumstances connected to, the item; the Offeror's failure to provide such explanation will result in rejection of the Offeror's proposal. If the Offeror's certification indicates that that any of the items in paragraph (a), below, exists, HSD, in its sole discretion, may request, that the U.S. Department of Health and Human Services grant an exception under 45 C.F.R. § 76.120 and 76.305 if HSD believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will HSD award a Contract to an Offeror if the requested exception is not granted for the Offeror.

(1) By signing and submitting a proposal in response to this RFP, the Offeror certifies, to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals-

- (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Contracts by any Federal department or Agency;
- (B) Have  have not , within a three-year period preceding the date of the Offeror's proposal, 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;
- (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with, commission of any of the offenses enumerated in paragraph (a) (1) (i) (B) of this certification;
  - (D) Have  have not , within a three-year period preceding the date of Offeror's proposal, had one or more public agreements or transactions (federal, State or local) terminated for cause or default; and
  - (E) Have  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.

(ii) "Principal," for the purposes of this certification, shall have the meaning set forth in 45 C.F.R. § 76.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

(iii) For the purposes of this certification, the terms used in the certification, such as *covered transaction, debarred, excluded, exclusion, ineligible, ineligibility, participant, and person* have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76.

(iv) Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

OFFEROR: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## APPENDIX I

### **SAFEGUARDING IRS FEDERAL TAX INFORMATION**

#### **I. PERFORMANCE**

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

- (1) All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
- (2) Any Federal tax returns or return information (hereafter referred to as Federal tax information (FTI)) made available in any format shall be used only for the purpose of carrying out the provisions of this contract. 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 contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
- (3) All FTI 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.
- (4) The Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (7) No work involving FTI furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(9) The agency will have the right to void the contract if the Contractor fails to provide the safeguards described above.

## II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom FTI is or may be disclosed shall be notified in writing by such person that FTI 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 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 FTI 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 IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom FTI is 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 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 FTI 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. These penalties are prescribed by IRC section 7213A and 7431.

(3) 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 5 U.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 agency 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.

(4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency'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. 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 (reference Section 10 in IRS Publication 1075).

**III. INSPECTION**

The IRS and the Agency 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 contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

Signature of Offeror: \_\_\_\_\_ Date\_\_\_\_\_

APPENDIX J

**TERMS AND CONDITIONS**

**(STATEMENT OF CONFIDENTIALITY)**

The undersigned employee of/subcontractor to \_\_\_\_\_, hereinafter referred to as "Contractor", agrees, during the term of the Contract between Contractor and the New Mexico Human Services Department (Agency) and forever thereafter, to keep confidential all information and material provided by the Agency or otherwise acquired by the employee/subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to any client, vendor, or other party transacting business with the Agency, and not to release, use or disclose the same except with the prior written permission of the Agency. This obligation shall survive the termination or cancellation of the Contract between Contractor and the Agency or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to the Agency, a client or customer of the Agency, or to the owner of such information, inadequately compensable in damages and that, accordingly, the Agency or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Date)

A. APPENDIX K

**ORGANIZATION/SUBCONTRACTOR REFERENCE FORM**

(To be completed for Offeror and each Subcontractor.)

The State of New Mexico, as a part of the RFP process, requires proposing vendors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the RFP Procurement Manager by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation.

**RFP#: 14-630-6000-0001 REFERENCE QUESTIONNAIRE  
FOR:**

---

(Name of Offeror/Subcontractor requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to RFP Procurement Manager via facsimile or email at:

Peter Barrington  
RFP Procurement Manager  
New Mexico Human Services Department  
Child Support Enforcement Division  
Fax: (505)-827-1314  
Email: Peter.Barrinton@state.nm.us

No later than as stated in Section II, A. SEQUENCE OF EVENTS, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State RFP Procurement Manager listed above at (505) 827-1314. Please be sure to reference the RFP number listed at the top of this page.

**CONFIDENTIAL INFORMATION WHEN COMPLETED**

<b>Organization providing reference:</b>	
--	--

<b>Contact name and title/position:</b>	
<b>Contact telephone number:</b>	
<b>Contact email address:</b>	

QUESTIONS:

- In what capacity have you worked with this vendor in the past (describe services provided and dates provided)?
- How would you rate this firm's knowledge and expertise? \_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
 COMMENTS:
- How would you rate the vendor's flexibility relative to changes in the project scope and timelines? \_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
 COMMENTS:
- What is your level of satisfaction with hard-copy materials produced by the vendor? \_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
 COMMENTS:
- How would you rate the dynamics/interaction between the vendor and your staff? \_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
 COMMENTS:
- Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating? \_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name	Rating

COMMENTS:

- How satisfied are you with the products developed by the vendor? \_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
 COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
  
  
  
  
  
  
  
  
  
  
9. With which aspect(s) of this vendor's services are you least satisfied?
  
  
  
  
  
  
  
  
  
  
10. Would you recommend this vendor's services to your organization again?

APPENDIX L

**MANDATORY REQUIREMENTS RESPONSE FORM**

Instructions: For each item, indicate in the “Reference” column the location of reference(s) to appropriate discussion(s) of the requirement within the proposal.

Requirement	Sub Tasks	Business Requirements	Yes	No	Reference (Page & Paragraph)
IV.B.1.a. Organizational Experience Narrative	i.	Relevant Experience			
	ii.	Dates of Service			
	iii.	Other State Contracts			
IV.B.2.a. External Organizational References	i.	Required Number of References			
	ii.	Reference Questionnaire			
IV.B.2.b. External References for Subcontractors	i.	Required Number of References			
	ii.	Reference Questionnaire			
IV.B.4.a. Staff Experience	i.	Core Team			
	ii.	Time Allocation			
	iii.	Organizational Chart			
	iv.	Resumes			
IV.B.4.b. Senior Project Manager	i.	Minimum Qualifications			
	ii.	Resume			
IV.B.5.a. Core Staff References	i.	References			
	ii.	Restrictions			
IV.B.6.a. Project Requirements	i.	General			
	ii.	Business Process Review			
	iii.	Strengths and Weakness Report			
	iv.	Recommendations Report			
	v.	Process Development			
	vi.	Streamline Processes			
	vii.	Staff Recommendations			
	viii.	Policy Recommendations			
	ix.	Records and Archives			
	x.	Compliance Assessment			
	xi.	Bi-Lingual Service			
	xii.	Workshop(s)			
	xiii.	Pilot Project			

IV.B.6.b. Project Reporting	i.	Reports			
	ii.	Inquiries			
IV.B.6.c. Billing	i.	Monthly Invoices			
IV.B.7.a. Project Plan	i.	General			
	ii.	Project Management			
	iii.	Plan Content			
IV.B.8.a. Cost Proposal	i.	General			
	ii.	Cost Response Forms			
	iii.	Costs			

**APPENDIX M**

**MANDATORY RFP REQUIREMENTS CHECKLIST**

In the event of a discrepancy between the contents of the RFP document including any amendments thereto and this checklist, the RFP document shall govern.

Yes <input type="checkbox"/>	No <input type="checkbox"/>	Deliver binders as prescribed in Section III.B.
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Send one (1) electronic copy to the Procurement Manager as prescribed in Section III.B.
Yes <input type="checkbox"/>	No <input type="checkbox"/>	All proposals shall be typewritten on standard 8 ½” x 11” paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.
Yes <input type="checkbox"/>	No <input type="checkbox"/>	The proposal shall be organized and indexed in the order in which they appear in this RFP and shall contain, at a minimum, all listed items in the sequence indicated.
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Binder #1 – Business/Technical Requirements Response <ul style="list-style-type: none"> <li>i. Table of Contents</li> <li>ii. Signed Letter of Transmittal (Section II.C.30; Section V.A.8; Section V.B.9; Appendix D)</li> <li>iii. Executive Summary (optional)</li> <li>iv. Response to RFP Requirements, with the exception of cost, in the order in which they appear in this RFP (Section IV.B)</li> <li>v. Mandatory Requirements Response Form (Section IV.A.4; Appendix M)</li> <li>vi. Completed New Mexico Employees Health Coverage Form (Section II.C.31; Section V.B.11; Appendix E)</li> <li>vii. Completed Campaign Contribution Disclosure Form (Section II.C.32; Section V.B.12; Appendix F)</li> <li>viii. Employee Pay Equity Reporting Statement (Section II.C.33; Section V.B.13; Appendix B, Article 22)</li> <li>ix. Suspension of Debarment Requirement Form (Section II.C.34; Section V.B.14; Appendix G)</li> <li>x. Conflict of Interest Affidavit (Section II.C.35; Section V.B.15; Appendix H)</li> <li>xi. Statement of Litigation (Section II.C.36; Section V.B.16)</li> <li>xii. Offer Certification Statement (Section II.C.38; Section V.B.18)</li> </ul>

	xiii. Safeguarding IRS Federal Tax Information Form (Section II.C.39; Section V.B.19; Appendix I) xiv. New Mexico Based Incentive (Section II.C.40; Section V.B.20))
Yes <input type="checkbox"/> No <input type="checkbox"/>	Binder #2 – Cost/Terms and Conditions Response i. Completed Cost Response Forms (Section V.B.7; Appendix C) ii. Response to Contract Terms and Conditions (II.C.15; Appendix B) iii. Offeror’s Terms and Conditions (II.C.16)

## APPENDIX N

### Business Process Flow Chart Examples:

#### A: Enforcement Examples:



Adobe Acrobat  
PDFXML Document



Adobe Acrobat  
PDFXML Document

ABQ North Field

#### B: Establishment Example:



Adobe Acrobat  
PDFXML Document