For the provision of Information Technology Project Management Office Services to oversee the replacement of the CHILD SUPPORT ENFORCEMENT SYSTEM and the MEDICAID MANAGEMENT INFORMATION SYSTEM

RFP # 14-630-4000-0001

State Of New Mexico
Human Services Department
P.O. Box 2348
Santa Fe, New Mexico 87504-2348
Sidonie Squier, Secretary

ISSUE DATE 12/17/13
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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to select an Offeror to provide the State of New Mexico Human Services Department (“HSD” or “Department”) with professional services for a full-time, on-site Information Technology (IT) Project Management Office (PMO).

The PMO shall oversee the replacement of the current Child Support Enforcement Division (CSED) Child Support Enforcement System (CSES) and the replacement of the Medical Assistance Division (MAD) Medicaid Management Information System (MMIS) referred to as the “Replacement Projects” within this RFP.

The procurement will result in a single source award to an Offeror, which is in the best interest of the Department, who shall be wholly responsible for overseeing the successful implementation of the replacement system projects mentioned above.

The Offeror must submit a single proposal to include costs to oversee both replacement projects combined into one single cost response.

The Offeror must demonstrate experience and knowledge necessary to perform the services described in Section IV PMO Requirements, Questions and Requests of this RFP.

Pursuant to §10-16-13 NMSA 1978 Prohibited Bidding—No state agency shall accept any bid (proposal) from a person who directly or indirectly participated in the preparation of specifications on which the competitive bidding was held.

B. SUMMARY SCOPE OF WORK

This section describes a summary of the work that will be required of the PMO; however, it is not an exhaustive list of services expected.

The PMO shall be responsible for managing the implementation of the CSES and MMIS Replacement Projects, including developing the overall strategy and Project Management Plan to meet the goals and objectives outlined in all Advanced Planning Documents and updates, gaining stakeholder agreement to the plan, monitoring the budget, and the execution of the replacement projects. The PMO will serve as a liaison between the Department, the System Integrators, and other vendors and stakeholders as needed.

The PMO shall supply the staff and skills necessary for Project and Program Management, Scope and Change Management, Requirements Management, Budget/Financial Management, Schedule Management, Security Management, and Reporting. The Offeror shall provide Risk Mitigation, Project Planning, and incorporate quality processes into the PMO to ensure the success of the replacement projects. The PMO will be responsible for RFP development, documentation,
deliverables management, and facilitation of project activities with stakeholders, leading (Joint Application Design (JAD) sessions, leading conversion and interface activities, testing, implementation, training, system certification, closeout, and other activities required by the established contract and its scope of work. The PMO is required to establish standards and project controls that closely monitor and allow for quick identification and resolution of issues. See Section IV PMO Requirements, Questions and Requests for further details of PMO responsibilities.

C. SCOPE OF PROCUREMENT

The scope of the procurement will result in a four (4) year contract (sample contract incorporated in this RFP) with four (4) optional one-year extensions not to exceed eight (8) years. The contract will begin upon final execution from the Department of Finance Administration/Contracts Review Bureau. At the discretion of the HSD, the contract may be amended as needed in order to meet the requirements of this procurement or any future related federal or state requirements for Medicaid or Child Support Enforcement operations, or other technology related changes that would enable the Department to meet its strategic goals.

D. PROCUREMENT MANAGER

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

Mario Gonzalez
Project Management Bureau Chief
Information Technology Division
NM Human Services Department
Phone: 505-476-3948
Fax: 505-476-3950
Email: Mario.Gonzalez@state.nm.us

All deliveries via express carrier should be addressed and delivered to as follows:

Mario Gonzalez
Procurement Manager
HSD PMO CSESР and MMISR
NM Human Services Department
Information Technology Division
1301 Siler Rd. Building B/C
Santa Fe, New Mexico 87505

Any inquiries, requests, or additional material regarding this procurement must be submitted to the Procurement Manager in writing via email. New Mexico State email system does not accept
compressed files (zip files) and electronic mailboxes may have file size limitations. Please request confirmation of receipt as needed.

Offerors may contact ONLY the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of the Department.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terminology.

“Contract” means a written agreement for the procurement of items of tangible personal property or services. For this procurement, the Contract will be based on the most recent approved contract standard approved by the Department.

"Contractor” means a successful Offeror who enters into a binding contract.

“Design” means the process of creating a specification for software to meet requirements, problem solve and plan a software solution. This includes front and back end configuration for system performance and user interface to improve efficiency, increase elegance and usability to reduce user learning curve.

"Desirable" means the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"Determination" means the written documentation of a decision by the Procurement Manager, including findings of fact supporting a decision. A determination becomes part of the procurement file.

“eCSES” is CSED’s secure web portal available to CSED case members. Information available includes base case payment information, news about activities on their case, ability to manage the case in terms of providing locate and member information and the ability to apply for services.

“eEmployer” is CSED’s secure web portal for employer partners. This portal allows employers to supply or update key information for their company and for their employees who are supporting dependent children financially and with medical insurance needs.

“eReporting” is CSED’s secure web portal available to select CSED and OCSE staff. This portal provides information on various federal reports as well as performance and incentive reports.

"Evaluation Committee" means a body appointed by the Department management to perform the evaluation of Offeror proposals.
"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Secretary of HSD for contract award. It contains all written determinations resulting from the procurement.

"Finalist" means an Offeror who meets all the requirements of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“HIPAA Privacy Rule” means the provisions regarding the privacy of individually identifiable health information located in 45 CFR Part 160 and Subparts A and E of Part 164 as well as any amendments.

“HIPAA Security Rule” means the provisions regarding the security standards for the protection of electronic protected health information located in 45 CFR Part 160 and Subparts A and C of Part 164 as well as any amendments.

“Integrator” means a company (or individuals) who are responsible for bringing together component subsystems into a whole and ensuring that those subsystems function together as a required software system solution.

"Mandatory" means the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to “desirable”). The Evaluation Committee reserves the right to waive mandatory requirements provided that all or the majority of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

“Most Advantageous” means the Offer deemed most advantageous to the Department in its effort to secure professional services based on the mix of services and pricing for those services.

"Offeror" means any person, corporation, or partnership that chooses to submit a proposal.

“Procurement Library” means documents related to this request for proposal that may be stored in an HSD website to support this procurement.

“Procurement Management” means the process of managing costs associated with contractors completing work on a project.

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

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.
"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposal include, but are not limited to, price, quality, quantity or delivery requirements.

“Secretary” means the Cabinet Secretary of the New Mexico Human Services Department.

F. DEPARTMENT BACKGROUND INFORMATION

The Human Services Department (HSD) is the fifth largest state agency in New Mexico with approximately 2,000 FTE positions in 56 office locations statewide. The Department manages a budget of over $5.43 billion in State and Federal funds which provide life’s most fundamental needs to New Mexico’s poorest individuals and families. Nearly 800,000 New Mexicans are assisted with medical care, food assistance and income support through HSD’s programs.

The Information Technology Division (ITD) is aligned along business lines to serve the programs (divisions) of HSD. The three major HSD divisions, Income Support Division (ISD), Medical Assistance Division (MAD), and the Child Support Enforcement Division (CSED), each have their own maintenance and operations teams dedicated to supporting the systems related to their individual programs. These teams are led by an ITD Project Manager (ITPM). The ITPM is in constant communication with the Division Business Manager (DBM) from the program division in regards to schedules, performance, and projections.

More and more, the State of New Mexico is moving toward enterprise approaches to achieve economies of scale and to enable citizen centric services. To help support this effort, HSD is finalizing the process of replacing the existing antiquated Income Support Division-Integrated Services Delivery (ISD2) system with ASPEN, which is the application that supports eligibility determination for all HSD programs, and as referenced in this RFP, is moving forward with the replacements of the existing Child Support Enforcement System (CSES) and the Medicaid Management Information System (MMIS).

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 Office of the Secretary and the following Divisions and Offices:

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The Child Support Enforcement Division (CSED) is a Federal-State partnership to establish paternity, enforce child support collections, and distribute funds. Currently, there are approximately 59,607 child support cases. As of state FY13 the division also serves approximately 6,833 Tribal Navajo Nation cases. Child Support collections for state FY13 totaled $132.2 Million. The division personnel are located in 12 state field offices, two satellite offices and three Navajo Nation offices throughout the state. Locations include: Farmington, Las Cruces, Albuquerque North, Albuquerque South, Las Vegas, Santa Fe, Roswell, Clovis, Silver City, Deming, Los Lunas, Rio Rancho, Hobbs, and Alamogordo. In addition, there are three Navajo Nation offices in Gallup, Shiprock, and Crownpoint. Some of these field offices are co-located with Income Support Division field offices.

CSED has 353 permanent employees. More than $132.2 Million in child support payments (including $3.9 Million for Navajo Nation) was collected from non-custodial parents in SFY13. Collections provided assistance with child rearing expenses for over 107,800 New Mexico and Navajo Nation children).

The Medical Assistance Division (MAD) manages and administers the State’s Medicaid Program. Currently, Medicaid helps pay for medical coverage for over 527,000 New Mexicans, or almost one out of four persons in the state. Of the total 527,000, two key subgroups make up that number: children (approximately 337,000 or 64%) and the elderly or disabled (approximately 65,000 or 12%). The remaining balance is spread amongst a multitude of varying eligibility categories. The program supports over $3.64 Billion in payments for health services annually.

In 2012, the Department announced “Centennial Care,” an initiative to simplify administration of the managed care program and control spending while improving the quality of care provided to Medicaid recipients. This initiative and the additional system changes required by ASPEN and the Affordable Care Act will impact IT operations due to MAD’s new business requirements.

The Medical Assistance Division personnel are located in two different sites within Santa Fe. MAD has 178.5 permanent and 26 term employees.

The Child Support Replacement System (CESR) and the Medicaid Replacement System (MMISR) will be implemented to manage and support the CSED and MAD program needs. Additional information regarding the two systems to be replaced can be found throughout this
document and specifically in the PMO Requirements section, Appendices and in the Procurement Library.

G. PROCUREMENT LIBRARY

The Procurement Manager has established a Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by accessing the online website with documents and materials related to this Request for Proposal.

The Procurement Library related to this RFP can be found at:
http://www.hsd.state.nm.us/csed/CSESMMISPMORFPProcurementLibrary.html.

The Procurement Manager may expand the documents in a Procurement Library after the initial RFP release.
II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement. The Procurement Manager will make every effort to adhere to the following schedule:

A. SEQUENCE OF EVENTS

**TABLE 1 - Sequence of Events**

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsibility</th>
<th>Finish Date *</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Issue RFP</td>
<td>Department</td>
<td>12/17/2013</td>
</tr>
<tr>
<td>2 Acknowledgement of Receipt Form Due</td>
<td>Potential Offerors</td>
<td>1/7/2014</td>
</tr>
<tr>
<td>3 RFP Pre-Proposal Conference</td>
<td>Department</td>
<td>1/7/2014</td>
</tr>
<tr>
<td>4 Deadline to Submit Additional Questions</td>
<td>Potential Offerors</td>
<td>1/10/2014</td>
</tr>
<tr>
<td>5 Response to Written Questions/RFP Amendments</td>
<td>Department</td>
<td>1/17/2014</td>
</tr>
<tr>
<td>6 Submission of Proposal</td>
<td>Offerors</td>
<td>2/5/2014</td>
</tr>
<tr>
<td>7 Proposal Evaluation</td>
<td>Evaluation Committee</td>
<td>02/06/14 - 02/14/14</td>
</tr>
<tr>
<td>8 Selection of Finalists</td>
<td>Evaluation Committee</td>
<td>2/14/2014</td>
</tr>
<tr>
<td>9 Proposal Oral Presentation / Demonstration by Finalists *</td>
<td>Finalists</td>
<td>02/25/14 – 02/26/14</td>
</tr>
<tr>
<td>10 Finalist Chosen</td>
<td>Department</td>
<td>2/27/2014</td>
</tr>
<tr>
<td>11 Prepare, Negotiate and Finalize Contract</td>
<td>Department / Finalist</td>
<td>02/28/14 – 04/11/14</td>
</tr>
<tr>
<td>12 Contract Award</td>
<td>Department</td>
<td>04/11/2014</td>
</tr>
<tr>
<td>13 Protest Deadline</td>
<td>Offerors</td>
<td>15 calendar days after contract award notice</td>
</tr>
</tbody>
</table>

*Dates subject to change at the discretion of the Department

B. EXPLANATION OF EVENTS

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

1. **Issue of RFP**

   This RFP is being issued on the date indicated in the Sequence of Events by the Human Services Department. The RFP and amendments, if any, may be found under Open RFP’s at the HSD website at [http://www.hsd.state.nm.us](http://www.hsd.state.nm.us) or the State Purchasing Division website at http://www.generalservices.state.nm.us/spd/. HSD reserves the right to shorten or extend the schedule at its sole discretion.

2. **Acknowledgement of Receipt Form**

   Potential Offerors should hand deliver or return by facsimile or by registered or certified mail or scanned and attached to email, the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Appendix 1-A) to
have their organizations placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the deadline as stated in Section II, Paragraph A. Failure to return this form shall preclude the potential Offeror organization’s name from appearing on the procurement distribution list, and receiving materials. This will not restrict potential Offerors from submitting proposals.

3. **RFP Pre-Proposal Conference**

   A Pre-Proposal Conference will be scheduled (See Table 1 – Sequence of Events) in Santa Fe, New Mexico. Attendance at the conference is recommended, but not a pre-requisite for a submission of a proposal. Tele-Conference access will be made available by request to the Procurement Manager as indicated in Section I.D. A public log will be recorded and posted with the names of potential Offerors that attend the Pre-Proposal Conference.

4. **Deadline to Submit Additional Questions**

   Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 5 PM Mountain Standard Time, according to the date established in the schedule in Table 1. All written questions must be submitted (preferably by email) using format in Appendix 1-N Offeror’s Question Submittal Form to the Procurement Manager (see Section I, Paragraph D).

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

   Written responses to written questions and any RFP amendments will be distributed according to the schedule in Table 1, to all potential Offerors whose organization name appears on the procurement distribution list based on the information provided in Section II, B, 2. above.

   Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager according to the date in Section II A. Sequence of Events.

6. **Submission of Proposals**

   **ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M. MOUNTAIN STANDARD TIME ACCORDING TO THE SCHEDULE IN TABLE 1 ABOVE. Proposals received after this deadline will not be accepted.**

   The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Proposals must be sealed and clearly labeled on the outside of the package to indicate a response to the “New Mexico Human Services Department Information Technology Division, HSD PMO CSES & MMISR” Request for Proposals. Proposals submitted by facsimile or other electronic means will not be accepted.
A public log will be kept of the names of all Offeror organizations that submit proposals. Pursuant to §13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Department management. The evaluation process will take place according to the schedule in Table 1 above. During this time, the Procurement Manager may, at his option, initiate discussion with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors according to the schedule in Table 1. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations and demonstrations will be determined at this time.

9. Proposal Presentation/Demonstration by Finalists

Finalists will be required to present their proposals and present their key PMO staff to the Evaluation Committee. The presentations will be held at New Mexico Human Services Department located at: New Mexico Human Services Department, Information Technology Division, 1301 Siler Road, Building B/C, Santa Fe, NM 87507. An agenda will be provided by the Department.

The Department shall provide a power supply and a projector. The laptop computer(s) and online connection, if needed, shall be provided by the Finalists. Each Finalist will be given a maximum of one (1) hour for setup. Each presentation will be limited to a maximum of three (3) hours in duration including questions asked by the Evaluation Committee. An additional hour may be granted to the Finalist at the discretion of the Evaluation Committee.

Finalists are expected to present their approaches to the work required as indicated in this RFP. Finalists are encouraged to demonstrate their understanding of the Department’s requirements, their ability to meet those requirements, and experience related to similar engagements. Finalists are also requested to articulate their proposed solutions as demonstrated in their proposal.

10. Selection of Finalist

After review and acceptance of the Evaluation Committee Report, the Secretary will award the Contract as stated in Section II, Paragraph A. This date is subject to change at the discretion of the Secretary. The Contract shall be awarded to the Finalist whose proposal is most advantageous to the Department, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most evaluation points. The award is subject to
approval by the Department of Finance and Administration (DFA) and the Department of Information Technology.

11. Prepare, Negotiate and Finalize Contract

The Contract will be finalized based on the most advantageous offer to the Department as stated in Section II, Paragraph A. In the event that mutually agreeable terms cannot be reached within the Department’s schedule, the Department reserves the right to finalize a Contract with the next most advantageous offer without undertaking a new procurement process.

Offerors are advised that state contracts require a retainage of up to 20% payable upon completion of the project.

Offerors are advised that New Mexico poses a “gross receipts tax” on certain goods and services which must be paid by government entities based on the location of services provided. Amounts of these taxes vary based on local governing bodies or if the Offeror is an out of state business entity. Offeror’s proposal must include tax.

Offerors are advised to consider these tax aspects in pricing their proposals. The Offeror who is selected as the finalist will be required to obtain a NM Vendor number from the NM Tax and Revenue Department.

The negotiated agreement will be reviewed by the Department for technical and legal requirements prior to submission for final signature.

The negotiated agreement will be reviewed by the NM Department of Information Technology and other state and federal entities as needed, prior to final approval.

The finalized agreement will be processed for final budget processing and routing for signature. The contract will be made effective upon final approval by the Contract Review Bureau in the Department of Finance and Administration.

12. Contract Award

Upon approval by the Department of Finance and Administration, the Contract will be considered awarded and work may formally begin. This date will also mark the point in which the protest period may begin.

13. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. The fifteen (15) calendar day protest period for responsive Offerors shall begin on the day after notification of the contract award and will end as of close of business as stated in Section II, Paragraph A. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of
grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Secretary. The protest must be physically delivered no later than 5:00 pm Mountain Standard Time on the 15th day of protest period to:

Raymond W. Mensack  
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 NM Procurement Code and all applicable state and federal regulations and laws.

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

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 Department. The Department will make contract payments to only the prime Contractor. The Contractor will be required to comply with all Department-related security and privacy directives, standards and policies, including the codes of conduct. Required HSD online training will be provided on an annual basis.
4. **Subcontractors**

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime Contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. Subcontractors will be required to comply with various Department-related security and privacy directives, standards and policies, including the codes of conduct. Required HSD online training will be provided on an annual basis.

5. **Amended Proposals**

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

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

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

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

7. **Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals.

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 made available for public inspection, except for the material that is labeled by the Offeror as proprietary or confidential. The Procurement Manager will generally 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:

i. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Offeror shall insure that the designated proprietary or confidential information shall also be separable in the electronic versions of the proposal.
ii. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, Sections 57-3A-1 to 57-3A-7.

iii. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

9. **No Obligation**

This procurement in no manner obligates the State of New Mexico or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. **Termination**

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

11. **Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated or adjusted if sufficient appropriations or authorizations do not exist or are reduced. Such termination or adjustment will be effected by sending written notice to the Contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final. For the purposes of this procurement, this may include reducing the number of systems to be replaced or the scope of project management offices services required to meet the Department’s requirements.

12. **Compliance with Procurement Requirements**

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.
13. **Governing Law**

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

14. **Basis for Proposal**

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

15. **Sample Contract Terms and Conditions**

The Contract between the Department and a Contractor will follow the format specified by the Department and may generally contain the terms and conditions set forth in the sample provided in "Sample Contract Terms and Conditions." However, the Department reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP.

*The contents of this Request for Proposal, as revised and/or supplemented, and the successful Offeror's Final Accepted Proposal will be incorporated into and become part of the Contract.*

Should an Offeror object to any of the Department's terms and conditions, as contained in this Section or in Appendix 3-A, the Offeror must propose specific, alternative language (see Offeror’s Additional Terms and Conditions form in Appendix 1-K). *The Department 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 Department 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.

All contracts for professional services are subject to the review and approval of DFA pursuant to NMSA 1978, Section 13-1-118 and DFA Rule 2.40.2 NMAC.

16. **Offeror Terms and Conditions**

Offerors may request changes in the HSD contract terms and conditions. Offerors must submit with the proposal a complete set of any additional terms and conditions which they request to have included in a contract negotiated with the Department, using Appendix 1-K Offerors Additional Terms and Conditions Form.

Offerors should not rely on acceptance of any changes in terms or conditions.
17. **Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Department and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. **Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, Sections 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 or the majority of the otherwise responsive proposals failed to meet the 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 Department reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the Department, meeting its needs adequately.

21. **Notice**

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

22. **Department Rights**

The Department 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, potential Offerors and Contractors must secure from the Department 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 this Request for Proposals shall become the property of the Department and the State of New Mexico.

25. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offerors must have a valid e-mail address to receive this correspondence.

26. 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 maintain consistency with the original RFP and amendments as issued. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the Department, the version maintained by the Department shall govern.

27. Disclosure Regarding Responsibility

Any prospective Offeror and/or any of the Principals that seek to enter into a contract greater than twenty thousand dollars ($20,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether they, or any principal of their company:

a. Are presently debarred, suspended, proposed for debarment or declared ineligible for award of contract by any federal entity, state agency or local public body.

b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

c. Are presently indicted for, or otherwise criminally or civilly charged by any (Federal, state or local) government entity with commission of any offenses.

d. Have preceding this offer, been notified of any delinquent federal or state taxes in an account that exceeds three thousand dollars ($3,000.00) of which the liability remains unsatisfied. Taxes are considered delinquent if both of the following criteria apply:

1) The tax liability is finally determined. The liability has been finally
determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if a taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

e. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

Principal, for the purpose of this disclosure, means an officer, director, owner partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

The Offeror shall provide immediate written notice to the Procurement Manager if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror’s responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

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

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If during the performance of the contract, the Offeror is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Offeror must provide immediate written notice to the Procurement Manager. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Secretary may terminate the involved contract for cause. Still further the Secretary may suspend or debar the Offeror from eligibility for further solicitations until such time as the matter is resolved to the satisfaction of the Secretary.
28. **New Mexico Employees Health Coverage**

   a. If Contractor has, or grows to, six (6) or more New Mexico 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 two hundred and fifty thousand dollars ($250,000).

   b. Contractor agrees to maintain a record, subject to review and audit by a representative of the state, of the number of employees who have:

      1) accepted health insurance;
      2) declined health insurance due to other health insurance coverage already in place; or
      3) declined health insurance for other reasons.

   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://www.hsd.state.nm.us/mad/](http://www.hsd.state.nm.us/mad/)

29. **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 PE 10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If Contractor has two hundred and fifty (250) or more employees, Contractor must complete and submit the PE 250 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 PE 10-249 or PE 250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than one hundred and eighty (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 ten percent (10%) of the dollar value of this Contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should
one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting. Contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself. Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.
III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and six (6) identical copies of their technical proposal (binder1), one (1) original and two (2) identical copies of the cost proposal (binder 2) and six (6) copies of supporting documentation (binder 3), to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. Original binders must be identified.

C. PROPOSAL FORMAT

All proposals must be word processed on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section. In addition, the entire proposal including all materials in binders 1 and 3 shall be submitted on a single CD and binder 2 on a separate CD. Proposals submitted on CD should include a format in secure PDF, WORD, and/or Excel to enable the Department to organize comparative review of submitted documents.

1. Technical Proposal Organization

The proposal must be organized and indexed in the following format. It must contain the following mandatory items in the sequence indicated. Binders must be clearly labeled and numbered.

Binder One (mandatory)
- Signed Letter of Transmittal
- Binder Table of Contents
- Proposal Summary
- Response to Corporate Experience Requirements including:
  - Three-Year Financial History Form (Appendix 1L)
  - Offeror’s Reference Form for three client references (Appendix 1M)
- Offeror’s Reference Form
- Staffing Model and Proposed Staff Experience Requirements including:
  - PMO Staff Roles Form (Appendix 1-F)
o PMO Staff Worksheet (Appendix 1-G)
o Key Staff Reference Forms (Appendix 1-H)
o Key Staff Letters of Commitment (Appendix 1-I)

- Response to PMO Requirements, Questions and Requests (along with a Statement of Concurrence indicating that the Offeror has read and understands all of the PMO Requirements)
- Suspension and Debarment Requirement Form
- Campaign Contribution Disclosure Form
- Employee Pay Equity Reporting Form
- New Mexico Employee Health Coverage Form

Binder Two (mandatory)
- Completed Cost Response Form (Appendix 1-J)
- Offeror’s Additional Terms and Conditions (Appendix 1-K)
- Offeror’s Three-Year Financial History Form (Appendix 1-L)

Binder Three (optional)
- Supporting Documentation

In the RFP response, Offerors are to provide requested information in the order described above for Binders One, Two and Three. All forms provided in the RFP and required above must be thoroughly completed and included in the appropriate Binder of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder 2.

Any proposal that does not adhere to all requirements associated with this RFP may be deemed nonresponsive and rejected on that basis.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in Binder 3.

2. Letter of Transmittal

Each proposal must be accompanied by a signed letter of transmittal. The letter of transmittal MUST:

a. Identify the submitting organization;
b. Identify the name and title of the person authorized by the organization to contractually obligate the organization;
c. Identify the name, title, telephone number, and email address of the person authorized to negotiate the contract on behalf of the organization;
d. Identify the names, titles and telephone numbers of persons to be contacted for clarification;
e. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C. 1;
f. Explicitly indicate acceptance of the evaluation method in this request for proposals;
g. Be signed by the person authorized to contractually obligate the organization; and
h. Acknowledge receipt of any and all amendments to this RFP.
IV. PMO REQUIREMENTS, QUESTIONS AND REQUESTS

The following provides background information associated with the current CSES and MMIS in order to provide the Offeror with a better understanding of the individual replacements projects related to this RFP.

Child Support Enforcement System (CSES)

The purpose of the Child Support Enforcement System Replacement (CSESR) Project will be to fully enhance or replace the current Child Support Enforcement System (CSES). An automated child support system is required by the Federal Office of Child Support Enforcement (OCSE) to support the NM Child Support Enforcement Division (CSED) business and ensure compliance with federal and state law and regulations in support of New Mexico’s children by assisting parents with their child support responsibilities. While CSES is federally certified, the system logic and database supporting the business process is fragmented and limited due to aging technologies, outdated code and constant changes over the years.

The current child support system has been in operation since 1998 and is based on technology over 25 years old (as it was a transfer system) and is maintained internally by HSD ITD staff. This technology is past typical end-of-life expectations. It uses older technologies (COBOL, VSAM, DB2 and CICS). Navigation through over 400 screens is cumbersome, difficult and not intuitive. In addition to the main CSES application, there are several subsystems interconnected with CSES including but not limited to the eCSES, eEmployer and eReporting Web Portals, forms processing, and document management.

The CSES application currently operates on a mainframe environment hosted by the Department of Information Technology (DoIT).

Medicaid Management Information System (MMIS)

The Human Services Department (HSD) is responsible for the oversight and operation of the NM Medicaid Program. Medicaid funds health care services for low income or other eligible individuals. The Medicaid Management Information System (MMIS) is the essential claims payment system used to both adjudicate and issue payments for services delivered.

The NM MMIS is at the end of its useful life and must be replaced. The MMIS was implemented in 2002 (started from a project initiated in 1994). The system is commonly referred to as “Omnicaid” although this term more accurately refers to the Claims Processing engine and supporting subsystems (Provider, Recipient, Reference, Prior Authorization, Third Party Liability, and Managed Care).
Other MMIS components include separate applications to support pharmacy claims processing; Management and Administrative Reporting; fraud and abuse detection; drug rebate; and HSD’s self-directed waiver program, called Mi Via. The MMIS has undergone several major enhancements since its deployment in 2002:

- The Managed Care System was enhanced in 2005 to support the State Coverage Insurance (SCI) and Behavioral Health Statewide Entity initiatives and again in 2008 to support the Coordination of Long-Term Services (CoLTS) managed care program. It is being enhanced again to support HSD’s new Centennial Care program.

- The legacy Surveillance and Utilization Review Subsystem (SURS) was replaced by a new Fraud and Abuse Detection System (FADS) in 2006. This system was replaced with an enhanced FADS with additional case tracking functionality in 2013.

- In 2006, the MMIS was enhanced with an Electronic Document Management System (EDMS) and a web portal that gave self-service capabilities to providers. The original web portal was replaced in 2013 with a transfer solution from Washington, D.C. that includes additional provider functionality plus a new self-service portal for recipients.

- HIPAA-related enhancements have included implementation of the X12 4010 837 in 2003, the National Provider Identifier (NPI) in 2008, and the X12 5010 837 and 835 in 2011. In 2012, New Mexico implemented the remaining X12 5010 transaction types and became one of the first Medicaid programs in the nation to achieve compliance with Phase I of the HIPAA Operating Rules.

- In 2011, the federal Centers for Medicare and Medicaid Services issued a set of “standards and conditions” for the operation of certifiable Medicaid systems. The current NM MMIS does not meet these standards and, as such, must be “brought up to standard” to continue compliance with future federal requirements. The standards force states to organize their systems in a way to enable sharing of components, standardization of processes, comply with industry standards, and other characteristics that reduce operating costs and standardize processes.

**Leveraging Technologies**

HSD expects to leverage the new Master Client Index developed for ASPEN, the new HSD Eligibility System, as an essential function for the new CSESIR and MMISR. A combined Web Portal for both clients and providers may be incorporated into the ASPEN architecture rather than develop a new portal for Medicaid and Child Support. Where possible, other business functions may be leveraged from ASPEN in support of these replacement projects.
PMO Project Requirements, Questions and Requests

This following section provides details associated with the PMO Requirements. There are four subsections covering expectations and requirements of the PMO:

- PMO Staffing
- Project Management
- Project Requirements and Documentation
- Implementation and Closeout

After each of the PMO Requirement sections, there are several questions. The Offeror is expected to provide thorough and thoughtful answers to these questions. The Offeror’s responses, along with required supporting materials provided by the Offeror, will be evaluated and awarded points accordingly.

Failure to respond to the PMO Requirements, Questions and Requests may result in the disqualification of the proposal as non-responsive. The Offeror must submit a Statement of Concurrence indicating that they have read and understand all of the PMO Requirements in this Section.

1. PMO STAFFING

PMO Staffing Plan

It is expected that the Offeror will staff the PMO to support and actively manage all project activities as defined in the Requirements sections of this RFP. Offerors are expected to staff the PMO based on qualifications and experience, to include any employees or subcontractors assigned to the project. All staff should be properly trained and should meet or exceed any specified qualifications or requirements for that position.

Offerors may propose any number or level of staff deemed necessary to meet the requirements of this contract (including Technical, Business and Process expertise) as long as the resource type, responsibilities and rates are defined in the proposal and a plan for staff resources are defined by project phases.

The PMO positions that HSD has identified are defined in Appendix 1F- PMO Staff Roles Form and 1-G-PMO Staff Worksheet Form. State resources will partner with the PMO staff; however the Offeror should expect to be the driver and manager of all project activities to assure that schedule, cost, and project deliverables are met.
Resource Management/Project Staffing Plan

It is expected that the Offeror will establish and update a Resource Management Project Staffing Plan to meet all activities and deliverables of the Project. This plan should also identify Department or other state agency positions necessary for the project.

The plan should, at a minimum, define:

- Core project functions for the project
- Number of positions needed in all core functions
- Skills, knowledge and experience required for positions
- Resource and training gaps and strategies for filling gaps

It is expected that the final staffing plan should be cross-walked with the resource-loaded project schedule and work breakdown structure to assure that all required resources and functions are considered.

All employees and subcontractors performing work under the contract for this project must comply with all security and administrative requirements of HSD. HSD may require the Offeror to perform and document appropriate background or security checks for any employee or subcontractor furnished by the Offeror.

The Offeror will be required to complete the PMO Staff Roles Form in Appendix 1-F with information regarding the proposed staff’s qualifications, experience and other details. This information must be completed or the proposal will be deemed non-responsive.

The PMO will be required to have sufficient resources and staff to start its PMO operations within fifteen (15) calendar days of contract award and be fully operational within 45 calendar days. The Offeror must ensure that the PMO staff proposed through this RFP is committed to remain on the project through the duration of the project.

PMO Key Staff Letter of Commitment

The Offeror must include a statement which clarifies that the proposed Offeror or subcontractors are committed to supporting and performing their assigned duties as related to this project. The statements must be signed by each proposed staff member or contractor if identified as one of the key positions. A Key Staff Letter of Commitment form can be found in Appendix 1-I.

Scope of Project Staffing Plan

The Offeror must plan adequate project resources to manage, support, and provide expertise throughout the project phases as defined in the PMO Requirements. The actual work effort that will be associated with these activities may vary and from time-to-time and may require
the Offeror’s Project Director or Offeror’s Senior Project Manager’s input to align the PMO’s resources. HSD would expect this alignment to occur periodically during regular project review meetings. Also refer to Section V. Evaluation, A. Evaluation Criteria, 2. Staffing Model and Proposed Staff Experience.

**PMO Staffing Questions and Requests**

Given the extensive responsibilities placed on the PMO:

1. Describe the strategy or approach on how the Offeror will staff the PMO with productive and qualified team members and demonstrate how they will collaborate to meet the requirements of this RFP.

2. Address how the Offeror will leverage previous project experience of proposed members and the value added the proposed model will bring to the project.

3. Provide information regarding projects the Offeror has previously worked on with the proposed staff, demonstrating previous partnerships and experience working with staff proposed in this RFP.

4. Include an organizational chart for proposed PMO staff and explain how this model will make this project a success.

5. The Offeror must describe how it will have sufficient resources and staff to start its PMO operations within fifteen (15) calendar days of contract award and be fully operational within 45 calendar days.

2. **PROJECT MANAGEMENT**

**Project Management Responsibilities of the PMO**

This section covers the responsibilities, requirements, and expectations of the PMO during the life cycle of this project.

Beyond the requirements listed in this section, the Offeror should confirm that it will maintain staffing and resources during Department work hours and secure office space in Santa Fe, New Mexico, near the Information Technology Division (ITD) office as needed to facilitate communication and collaboration with the Department staff. The PMO will be required to provide HSD or other related project staff access to all tools, databases and systems the PMO is using to manage the Projects.

The following provides a DRAFT high level description of the major milestones associated with this project. The Offeror should consider this schedule when providing its responses to this RFP. The dates are approximate and subject to change.
<table>
<thead>
<tr>
<th>Task Name</th>
<th>Est. Finish Date</th>
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<tbody>
<tr>
<td>PMO Start on MMIS_R</td>
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<td>MMIS_R IAPD Submitted to CMS</td>
<td>11/04/2013</td>
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<td>MMIS_R IAPD Approved by CMS</td>
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<td>Draft MMIS_R Integrator RFP and IAPD Update Submitted to CMS</td>
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<td>MMIS_R IAPD Update Approved by CMS</td>
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<tr>
<td>MMIS_R Integrator Started</td>
<td>01/04/16</td>
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<td>MMIS_R Requirements Completed</td>
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<td>MMIS_R Implementation Completed</td>
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<td>MMIS_R Certification &amp; Retroactive (75%) Funding Approved by CMS</td>
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<td>MMIS_R Project Completed</td>
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<td>PMO Start on CSES_R</td>
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<td>CSES_R IAPD Approved by OCSE</td>
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<td>CSES_R Pilot</td>
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<tr>
<td>CSES_R Project Complete</td>
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</tr>
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</table>

**Project Planning**

The PMO will organize, index, and maintain all project documentation. The PMO will coordinate all activities required for Project Planning including, but not limited to, Planning for Project Implementation approach, Scope Management, Schedule Management, Budget Management, Requirements Management, Process Management, Stakeholder Management, Communication Management and other related project management processes.

**Work Breakdown Structure (WBS)**

The PMO will be required to create and maintain a detailed resource based WBS to enable the department to monitor work performance.

**Project Management Plan (PMP)**

The PMO will define and keep up to date a Project Management Plan. Set by the direction of the Project Charter, the PMP would define the project’s baseline including assumptions, communication, decisions, scope, cost, and schedule.
Project Schedules

The PMO will be required to maintain the project schedules through a master schedule to include sub-project schedules as required, enabling the Department to monitor the critical path of the projects.

During the life of the projects, a project scheduler would work alongside the project team to define the project schedule to include a master schedule as well as any sub-project schedules. The schedule includes defining the work in activities defined in the WBS and WBS dictionary. The activities, major milestones, and deliverables are defined along with their cost account, WBS number, dependencies (predecessors / successors), durations, and resources. The completed product will serve as a baselined resource-loaded schedule which includes a critical path. This schedule along with other project documents will be approved by the Department staff.

Project Reporting

In general, the PMO will be required to maintain a detailed record of project activities to include meeting facilitation, agenda development, meeting minutes, and other artifacts to enable the Department or any external audit organization to evaluate work performed and decisions finalized. In addition, the PMO will be responsible for working with the Department in preparing for the state and federal gate reviews. The PMO will help prepare for the visit, prepare presentation documentation and material, and help prepare any other project related documents needed, to assure its success.

Project Schedule Status Reports (Monthly)

In order to report on the project’s status (Baseline work estimated vs. actual work completed, Baseline costs vs. actual costs), the PMO will be required to submit a Monthly Status Report that provides a thorough and detailed status of the project and project schedule. The PMO must assess the status of all project activities; identify major accomplishments, and report issues and risks that are impacting the project. The report must also include an activity forecast for the next month and up to 6 months, highlighting any critical items that must be carefully watched in order to keep the project on a successful path. This report will be reviewed and approved by Department staff.

Project Certification Committee (PCC) Required Reports and documentation

The PMO will be required to complete all project documentation and reports required by the State of New Mexico’s Department of Information Technology’s (DoIT’s) Project Certification Committee (PCC). This includes a Monthly Office of the Chief Information Officer (OCIO) report, certification documentation for all phases of the project and any other ad hoc reports or requests for information required by the DoIT. Refer to DoIT’s website for more information http://www.doit.state.nm.us/oversight.html.
Other State and Federal Required Reports or Requests for Information

During the course of the life of the project, the PMO will be expected to respond to requests for reports or information required by various federal or state related entities. The PMO is expected to be responsive and cooperative and shall complete these requests for information in a timely and thorough manner ensuring data reliability for federal and state reporting throughout the project.

Project Change Management

All major project changes in scope, cost or time shall be tracked by the PMO utilizing an agreed upon change management/configuration management defined process. All project documentation must be modified or updated appropriately to reflect the agreed upon change. These changes must be approved through a change management process governed by the HSD executive sponsors. The PMO and Department will agree upon a communication process to confirm that any changes in requirements or design documents or other project documentation are approved and communicated appropriately to stakeholders and partners.

Financial Management

The Department is interested in reducing the burden of tracking the financial issues related to the replacement projects over the life of the two replacement projects. It also expects that various inquiries related to cost will be received from federal, state, and legislative sources. The PMO will be expected to create a mechanism to perform these functions to enable both the PMO and Department to maintain oversight over all project financial transactions.

The PMO will oversee and manage financial accounting and management of both projects and all subprojects. The Department expects the PMO to organize and manage a complete accounting of all uses of funds to enable the Department to evaluate performance, meet federal or state audit requirements, and enable appropriate planning for the period of the project. The PMO will manage all financial & budget tracking for funds, encumbrances and payments for the project according to New Mexico and Federal requirements and regulations.

The PMO will be expected to perform financial accounting activities to enable the Department to produce and deliver various federal financial reports related to cost allocations, earned value analysis, or other periodically requested reports to be submitted to federal or other state agencies. Tasks may include reporting on the financial status of the project and reporting to various audiences depending on the request types. All accounting activities will be reviewed and audited by the Department to ensure compliance with state, federal and accepted accounting practices.

The PMO will establish and maintain appropriate inventory controls of various IT assets such as software, hardware, or other assets in order to produce monthly inventory reports, enable transition of assets to the Department, and assure proper ownership transfers related to
licenses. HSD will define the fixed asset requirements. The PMO will also establish an automated system to import the project related fixed assets to the Department’s fixed asset system.

The PMO will utilize a financial management system that can produce timely and various ad hoc financial and accounting reports related to both project management activities and system integration work.

The PMO will maintain an indexed financial document repository of all documents related to invoices, deliverable acceptance, financial reports, change orders, transmittal letters, inventory lists, and other related records to be made available for various state and federal audits or other purposes as needed.

The PMO will have a financial operations process to organize and document procedures, processes, forms, and accounting rules to be followed by the PMO and system integrator(s) for various financial related activities to enable common reporting and accounting practices across the projects.

**Risk Management**

The PMO will be required to develop, manage and execute a Risk Management Plan and participate in risk management activities and must proactively manage and monitor project risks. The PMO must identify the risks associated with this project, describe each risk event, evaluate the impact and likelihood of each risk occurring, prioritize risks, assign a cost to the risks if applicable, plan risk mitigation, and monitor risk status. The primary goal for risk management is to identify potential problems and risks before they develop. The PMO will compile, maintain and update risk documentation throughout the project. Risks must consider all federal and state regulations and guidelines.

The Offeror must maintain a risk database (or agreed upon risk management tool) to capture, track and document risks and associated elements.

During risk analysis, the Offeror must address system development, system interfaces, data conversion, data integrity, operational transition, testing, training, organizational change, disaster recovery, system security, data security and other project activities as appropriate.

The PMO will prepare regular Risk Reports for status review with teams bi-weekly and throughout the Project. The report will list the project risks, identify which risks are acceptable, and provide a mitigation plan for risks that are not acceptable.

**Project Management Questions and Requests**
1. Describe in summary format not to exceed two pages, the Offeror’s approach as to how it will organize and manage a project management office to complete the work outlined in this procurement.

2. Describe how the Offeror intends to leverage its past experience to meet the project management requirements outlined in this RFP should the Offeror be awarded a contract from this procurement.

3. Please provide or explain how the Offeror will provide a fully resource-loaded, baselined project schedule including appropriate milestones and deliverables with dependencies outlining the critical path for a similar engagement(s).

4. Describe the strategy and approach the Offeror would take to manage and meet the risk, security, privacy, and financial requirements as outlined in this RFP to ensure the Department’s critical needs and compliance requirements are met.

5. Describe past experience the Offeror has in preparing for and participating in federal gate reviews, and/or federal site visits specifically related to Medicaid Information system projects, Child Support Information system projects or similar projects.

6. Describe experience and provide examples of project schedules the Offeror has been successful at developing and managing for projects similar to the replacement projects associated with this RFP.

3. PROJECT REQUIREMENTS AND DOCUMENTATION

Document Maintenance and Library

The PMO will be required to initiate, formalize, and complete a Document Control and Maintenance Plan to define how documents will be managed throughout the project lifecycle. This will include the process of organizing, storing, protecting, revising, versioning and sharing documents. The plan should define how both hard copy and electronic repositories of documents and historical information are managed and provides a consistent approach for the creation, update and format of documents. The plan should also describe how the document library will be set up and protected (with access security).

The PMO will maintain a project document library with version control and table of contents for all project documentation. All project documentation will be available to Department staff and will be turned over when requested or required by the Department. The project document library should include, but not limited to all project correspondence, agendas & notes, stakeholders and contact information, reports, contracts and financial management documentation, deliverables; formal acceptance documentation; requirements, design documents, legacy and new system code; test scripts; test case scenarios; testing results; data
cleanup and conversion; documentation and procedures for code migration from
development to production; documentation of user aids and temporary and permanent
business processes.

The PMO will maintain a Document Library Index which will assist project teams to locate
all documents in the library. The Index will also include information about the naming
structure of files, documents and folders. The tool used to create and maintain the project
documentation library may be similar to current tools (example: SharePoint) used by the
Department to enable transfer of all documents to HSD. If the tool is unique to the Offeror,
then appropriate licenses will be granted to the HSD to facilitate transfer. The document
library will be in a centralized electronic repository, managed by the Offeror but owned by
HSD for audit and historical purposes. The document library should follow a standard
approach that allows a complete historical trail of project progress and completed action
items.

**Seven Standards and Conditions / MITA Maturity**

The PMO will be required to be experienced in evaluating Medicaid systems against the
CMS 7 Standards and Conditions for Enhanced Federal Funding, as well as the various
maturity levels of the Medicaid Information Technology Architecture (MITA) 3.0 Maturity
Roadmap. The following table (as published by CMS) defines the CMS Seven Conditions &
Standards:

<table>
<thead>
<tr>
<th>Seven Conditions &amp; Standards:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1: Modularity</strong></td>
</tr>
<tr>
<td>- Use of Systems Development Lifecycle Methodologies (SDLC)</td>
</tr>
<tr>
<td>- Identification and description of open interfaces and exposed Application Programming Interfaces (API)</td>
</tr>
<tr>
<td>- Use of business rules engines</td>
</tr>
<tr>
<td><strong>2: MITA Condition</strong></td>
</tr>
<tr>
<td>Align with the Medicaid Information Technology Architecture (MITA) 3.0 maturity level roadmap incorporated into business operations and systems functions.</td>
</tr>
<tr>
<td><strong>3: Industry Standards</strong></td>
</tr>
<tr>
<td>States must ensure alignment with, and incorporation of, industry standards: the Health Insurance Portability and Accountability Act of 1996 (HIPAA) security, privacy and transaction standards; accessibility standards established under section 508 of the Rehabilitation Act, or standards that provide greater accessibility for individuals with disabilities, and compliance with federal civil rights laws; standards adopted by the Secretary under section 1104 of the Affordable Care Act; and standards and protocols adopted by the Secretary under section 1561 of the Affordable Care Act.</td>
</tr>
<tr>
<td><strong>4: Leverage</strong></td>
</tr>
<tr>
<td>State solutions should promote sharing, leverage, and reuse of Medicaid technologies and systems within and among states.</td>
</tr>
</tbody>
</table>
### 5: Business Results

Systems should support accurate and timely processing of claims (including claims of eligibility), adjudications, and effective communications with providers, beneficiaries, and the public.

### 6: Reporting

Solutions should produce transaction data, reports, and performance information that would contribute to program evaluation, continuous improvement in business operations, and transparency and accountability.

### 7: Interoperability

Systems must ensure seamless coordination and integration with the Exchange (whether run by the state or federal government), and allow interoperability with health information exchanges, public health agencies, human services programs, and community organizations providing outreach and enrollment assistance services.

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### MITA 3.0 Roadmap

#### Implement the Business Architecture (BA)

The BA describes the business needs and goals of states collaboratively and presents a collective vision of the future by using the following tools:

- **Concept of operations (COO)** – A strategic planning device that describes current business operations and look at future stakeholder needs
- **MITA Maturity Model (MMM)** – creates a 5 level quality maturity process via stakeholder regulations
- **Business Process Model (BPM)** – an organizational repository of common state Medicaid programs
- **Business Capability Matrix (BCM)** – ability to execute a business process at a certain level of maturity defined from the BPM.
- **State Self-Assessment (SS-A)** – The State’s review of its own strategic goals, objectives, and current business capabilities against the MITA BCM.
Implement the Information Architecture (IA)
The IA identifies the major types of information used by the Medicaid enterprise and provides a conceptual and logical view of that data and includes four components:

- **Data Management Strategy (DMS)** provides the approach to integrating and organizing data
- **Conceptual Data Model (CDM)** is a model used to represent the overall structure of information at a conceptual level in the Medicaid enterprise
- **Logical Data Model (LDM)** is a data model used to identify the data classes and attributes needed to specify the information/data needed by a MITA business process, business service, technical function or technical service.
- **Data Standards (DS)** consist of a collection of standards applicable to the administration and operation of a Medicaid enterprise and identifies the applicable standard for each MITA data element. Each standard is defined by a number of attributes, such as data element name, definition, and type.

Implement The Technical Architecture (TA)
The TA describes the current and future technical methodologies, tools, and standards that a State can use to plan and specify the future IT systems of a State Medicaid enterprise utilizing the following concepts:

- **Service-Oriented Architecture (SOA)** - an application architecture within which business functions and selected technical functions are performed using interfaces. A service is a building block that is designed to perform a defined function or functions and which communicates with other defined services through messaging. A SOA framework can incorporate and integrate many different technologies which communicate with each other.
- **Technical Capability Matrix (TCM)** – defines how a technical function will change as it matures over a 10-year period.

National Human Services Interoperability Architecture (NHSIA)
The PMO will be required to complete an evaluation and activities to incorporate the Administration for Children and Families (ACF) NHSIA architecture as a framework to support integrated eligibility determination and information sharing. For additional information about NHSIA refer to the Procurement Library.

Advanced Planning Documents

Federal funding authorities expect the Department to submit various Advanced Planning Documents to outline planning, requirements, implementation, updates, or other required information. The Department expects the PMO to support the process by appropriately deploying experienced project staff to understand the requirements of such documents and have the ability to complete them unassisted by Department staff. Such documents should be produced by the PMO in a manner that they meet federal standards and only require final review and changes from Department management.
**Business Requirements Document (BRD)**

During the planning phase of the project the PMO will be responsible for developing, validating and updating separate Business Requirements Document (BRD) for both CSES and MMIS to ensure all business needs are met. The PMO is expected to conduct a series of workshops or requirement gathering sessions with all required stakeholders including but not limited to business program policy, program and field staff, interface partners, state partners, and federal partners.

The business requirements, in a format agreed upon with HSD, should provide the necessary level of clarity to allow the potential implementation vendors to respond with proposals. The business requirements document will be an addendum to the Integrator(s) RFPs.

The PMO should have experience facilitating, gathering and documenting business requirements. The PMO will be responsible for evaluating the scope and complexity of the project requirements and assign the necessary resources for requirements gathering to ensure adherence to project needs, policies and procedures. The PMO will be expected to define the strategy, tasks, deliverables, work estimates, assumptions, dependencies and tools for the work to complete an accurate and complete BRD.

The PMO would be expected to complete a gap analysis of current system requirements to planned system requirements based on the business requirements gathering sessions. Documentation of all gaps should be in a format that clearly identifies and defines the gaps in requirements.

During business requirement gathering activities of the planning phase of the project, the PMO will also be responsible for gathering any new or additional business requirements and business rules as needed to enhance automation efficiencies. Changes to the project requirements will be managed through a formally defined change management process. Document management of the BRD for updates, versions, and security access through the document library will be required.

**Child Support Enforcement Program (IAPD)**

U.S. Department of Health & Human Services (HHS), Administration for Children & Families (ACF), Office of Child Support Enforcement (OCSE) requires an Implementation Advanced Planning Document (IAPD) be completed for a new Child Support Enforcement System. The process of the IAPD and all required analysis and documentation will define and fully evaluate all alternative strategic approaches for an effective system solution implementation. The cost benefit analysis along with the needs analysis, feasibility study, alternatives analysis, and other analysis required to complete an IAPD will be completed by the PMO during the project Planning Phase. The PMO will be expected to complete subsequent updates to the IAPD as necessary based on continuing project activities.
The IAPD is used to seek reimbursement for costs of designing, developing, and implementing a replacement project. It will outline the plan for implementation for OCSE approval and will assist the Procuring Agency with developing the RFP for the implementation vendor(s) (Integrator) selection.

The CSES RAPD should follow the guidance provided by the U.S. Department of Health & Human Services, Administration for Children & Families, Office of Child Support Enforcement requirements.

**MMIS (IAPD)**

It is expected that by the time this RFP has been issued, the HSD will have already completed and submitted an IAPD for the MMIS project. Therefore, the PMO will be expected to complete subsequent updates to the IAPD as necessary based on project activities.

The PMO will be required to survey the national MMIS marketplace to provide the Department with a broad perspective of options, potential costs and project risks related to various options to include the option of transferring another certified Medicaid system to NM. This survey will be performed in a manner to produce appropriate documentation to enable the Department to submit an updated Implementation Advanced Planning Document for federal approval.

**System Architecture and Technical Requirements**

The PMO is expected to oversee and evaluate the technical requirements. During the Design phase of the projects, the PMO will be responsible for oversight of the Integrator(s) to develop, validate and update technical requirements included in the Detailed Design Document (DSD) and other project documentation for both CSES and MMIS to ensure all technical needs are met. The PMO must have staff appropriately experienced to support the oversight, review and testing of the technical requirements for the projects.

**Privacy /Security Requirements**

During each phase of the project the PMO will be responsible for developing, updating, testing, and validating security and privacy requirements of electronic information for both CSES and MMIS to ensure Federal and State policies are met. The PMO is expected to have expertise in both Medicaid and Child Support security and privacy policies. This Privacy / Security expert will be involved in a series of workshops or requirement gathering sessions with all required stakeholders including program policy, program and field staff, interface partners, state and federal partners. Offeror must review these materials in the Procurement Library.
Independent Verification and Validation (IV&V)

IV&V professional Services will be required for the Projects associated with this Proposal. The PMO will be required to cooperate and engage with the IV&V vendor to meet state and federal oversight requirements. Such cooperation shall include, but is not limited to:

- Providing the Project documentation;
- Allowing the IV&V vendor to sit in on the Project meetings;
- Supplying the IV&V vendor with project related information as directed by the Project Manager, NM DoIT, or Executive Sponsors;
- Catalog and store all deliverables from the IV&V vendor; and
- If HSD accepts changes based on IV&V recommendations, the PMO will be expected to implement such changes.

Interface Management Plan

The PMO will be responsible for developing and updating an Interface Management Plan. This plan will detail all aspects of planning and managing the current, new, and future system interfaces including communication with partners and partner contact information, documentation management of each interface, data mapping and validation, connectivity details, security controls, testing, error handling and failure reports. A schedule for setting up, testing and implementing all interfaces will be required either as a sub-plan or within the master schedule. Refer to the Procurement Library for a list of current interfaces for the CSES and MMIS.

Database Management Plan

The PMO will define a plan to oversee and manage all database development activities of the System Integrator(s) to confirm that activities meet the defined requirements and needs of the project.

The PMO is expected to have an experienced and qualified database resource(s) to work with the Integrators to assure that a Database Design and Implementation Plans are defined and executed.

The PMO will oversee the analysis of the existing databases systems for data efficiency in the legacy system for data conversion to the new systems.

In addition, the PMO oversees the requirements definition, design, access, performance, and reporting aspects of the new database. The PMO ensures the new database adheres to Federal and State of New Mexico policies and regulations for data security, reliability, integrity, and privacy. See “Privacy and Security” section for details.
Database structure, fields, files and tables must comply with all federal and state regulations and guidelines including:

- IRS Publication 1075 Safeguarding and monitoring of access to federal tax information (FTI)
- NIST Special Publication Risk Management Guide for Information Technology Systems
- Federal regulations including those listed in OCSE’s Certification Guide: Section H. Security and Privacy.
- Medicaid related standards and regulations as currently published, published during the project.

The PMO will also oversee the definition and execution of the database turnover plan at project implementation and maintenance.

**Data Cleanup and Conversion Management**

The PMO will be actively involved in managing and providing guidance for all data cleanup and conversion activities. During the planning phase of the project the PMO will be responsible for finalizing requirements of all legacy data cleanup and conversion from main and ancillary systems. Conversion requirements will be included as part of the Integrator(s) RFP(s)

The PMO will provide guidance and written recommendations regarding legacy data, data sources, and data modeling, data analysis, cleanup and conversion plans. The PMO will provide guidance and written recommendations regarding the process, scheduling, and timelines for data cleanup and conversion and address all identified issues and obstacles with suggested solutions.

Due to the critical nature of HSD’s data the PMO must have experience in projects involving the data cleanup and conversion from large complex legacy systems. The Data Conversion Strategy and Plans will be deliverables from the Integrator(s). However, the PMO will manage all business and Integrator(s) activities and schedules related to data cleanup and conversion plans. The plan will include at the minimum, the objectives, strategy (including but not limited to criteria for member/case conversion and data archiving) standards, methods, procedures, roles responsibilities, legacy data requirements, data mapping and designs, exception handling, risks & mitigation strategies, data conversion procedures and controls, data cleansing, conversion rollout, reports for conversion results, accuracy rates, and statistics and data conversion schedule.

In addition, the PMO will monitor, track, confirm and document all results from test and production conversion runs and validate that results are accurately reported including full and interim conversion runs during rollout. The PMO will facilitate and oversee that the system
integrator(s) maximize their capability to convert data without manual cleanup as much as possible.

**Quality Plan**

The PMO is expected to conduct a series of Software Quality Control Reviews during the strategic phases of the project, including Requirements, System Design, Technical Architecture, Testing, Production, and Post Implementation Reviews and reporting.

The PMO must produce a Quality Plan which would specify the standards, processes, workflows and procedures appropriate for the project and as agreed to by the Department and ensure they are correctly implemented.

The PMO will be responsible for management and oversight of all phases of the MMIS and CSES Replacement projects as follows:

- **Planning Phase** – Previously described in this RFP.
- **Software Design Phase** – Includes the development of a Detailed System Design Document, Conceptual Design Plan, together with other deliverables (the System Architecture Specification, the Object Model, Data Model, and the Security Plan), the DSD provides a framework for building the systems in the Development Phase of this project.
- **Development Phase** - The PMO is expected to confirm that SDLC standards, processes, procedures and controls for system development and testing and followed. The PMO is expected to periodically review, document and manage corrective actions to assure development standards, processes and controls are followed. If corrective actions are not implemented as required, the PMO is expected to report any concerns or deviations from standard development practices to the Executive owners of the project. Additionally, The PMO is expected manage the change control process and will be required to provide regular project status and target development completion dates (including budget variance reports). The PMO Technical Lead will be expected to be actively involved in the Integrator(s) code review sessions to assure that code is developed or changed as efficiently and cleanly as possible.

**Testing**

The PMO will be required to oversee and manage the Integrator(s) in performing a series of Software Testing processes during the strategic phases of the project, including Requirements, System Design, technical architecture, Testing, Production, and Post Implementation.

The PMO will oversee the Integrator(s) Test Plans which would specify the standards, processes, and procedures appropriate for the project and ensure they are correctly implemented. This Test Plan would tie into the Software Quality Plan. The test plan would
include how to define test cases and scenarios from requirements given as well as defect reporting.

The PMO will be expected to actively monitor and manage the Test Phase to include actively reviewing the Integrator(s) Test Plans and Test Results. The Unit Test Plans and Test results will be submitted to the PMO for review and status, including validation of resolution of any testing issues.

Software Testing can be analyzed in attributes of Functionality, Usability, Reliability, Performance, and Supportability. Software Testing that will be required will include:

- Unit / Functional Testing
- Systems / Compatibility Testing
- Integration Testing
- Stress (Performance, Load) Testing
- User Acceptance Testing
- Pilot Testing

**Integrator(s) RFP**

The PMO will be required to gather, define and write System Integrator(s) RFP(s) for the CSESR and MMISR projects with input and support from HSD. The RFPs should include all necessary details and sections as defined by State of New Mexico Procurement code and should define all specifications and business requirements for the project as defined in the planning analysis.

The RFP will be critical to ensure that the desired outcome of the procurement is to secure the most advantageous vendor to integrate the technical solution and system selected through the Planning process and Implementation Advanced Planning Document (IAPD).

HSD will provide business staff and Information Technology Division (ITD) staff to provide input for the RFP throughout the process. HSD will also define a Procurement Manager for the RFPs who will manage all procurement activities along with support from the PMO.

**Integrator(s) Contracts**

The PMO will be expected to oversee and confirm that all activities of the Integrators’ contracts are completed in accordance with the contract requirements and scope of work. The PMO will work side-by-side with the Integrator(s) during all phases of the project to assure that project standards are in place. The PMO will manage and track all deliverables of the contracts and will assure that deliverables are stored in the document library.

The PMO will be responsible for preliminary review of contract deliverables (including technical deliverables) for adherence to contract requirements. If the PMO’s review of the
deliverable indicates that the deliverable does not meet contract requirements, the PMO will communicate this to the System Integrator(s) in order that the deliverable is corrected to meet quality standards for resubmission. Upon successful submission of the deliverable, the PMO will document their review of the deliverables and if the deliverable meets contract specifications, the deliverable and PMO’s review document will be submitted to HSD for final review and approval.

A copy of the review, findings and rejections should also be submitted to HSD Executive Sponsors and key project team members.

The PMO will also be responsible for managing all financial aspects of the Integrator(s) contract(s) including budgets and payment processing.

Other RFPs and Contracts

The PMO will be expected to manage activities for other third-party RFPs and contracts for professional services and sub-systems associated with these projects. This includes all activities for RFP, contract and financial management.

Offerors must be aware that the potential for conflicts of interest exist between the Work detailed in this solicitation and future solicitations issued by the Department. The Offeror awarded the contract resulting from this solicitation may not submit a proposal in response to solicitations for any MMIS or CSES Component developed as a result of the contract, or any related solicitations for IV&V services.

Project Requirements and Documentation Questions and Requests

1. Describe how the Offeror intends to leverage its past experience with state, federal, and regulatory documentation requirements (to include IAPDs, supporting analyses and documentation) as outlined in this RFP should the Offeror be awarded a contract from this procurement.

2. Describe the approach the Offeror would use to discover, gather, inventory and validate Department requirements (to include MITA, certification requirements for CSED and MAD, and critical technical and operational requirements) to enable the selection of an appropriate transfer system and Integrator. Include a discussion of managing scope and change.

3. Given the current extensive and complex CSES and MMIS interfaces (with state, federal and private partners), please describe the Offeror’s approach to securely transition (to include stakeholder and technical communication, data file mapping, data format, testing, etc.) from a mainframe to a modern web-based system.
4. Describe a previous engagement(s) in which the Offeror had oversight responsibility for the technical activities (database, data conversion, architecture, design, development and testing) related to the replacement of a legacy system.

5. Describe how the Offeror would be able to leverage its role as a PMO to normalize the technology, design, and architecture for two new systems across one Department. This would include evaluation and leveraging of currently adopted Department technology (ASPEN).

6. Describe a similar engagement in which the Offeror was responsible and accountable for confirming that quality control standards and procedures were met on the project. This would include architecture, software, code, testing, and implementation reviews.

7. Describe the Offeror’s approach for a global testing strategy (to include stakeholder participation) to confirm compliance with requirements, performance, security, and functionality standards in all SDLC and project phases.

8. Describe the Offeror’s experience in working closely with an IV&V vendor, Integrator vendor and other vendors required for a project similar to the replacement projects associated with this RFP.

4. IMPLEMENTATION AND CLOSE OUT

**Implementation**

The PMO will be responsible for overseeing the systems implementation.

The PMO will confirm that all tests have been completed, test results reported, and business owners approve all test results.

The PMO will be required to develop a Production/Implementation Plan which will be presented to and reviewed and approved by the Project stakeholders.

A Release Readiness Review (RRR) will be held to make the decision “Go / No Go” on the day of implementation, ensuring a smooth transition from the old to the new systems. During this review, considerations can be made that any issues are not significant enough to prevent deployment, and these issues go into the production maintenance. Operability and supportability is the key to the systems’ success in production. The Project business owners may require a parallel operation of the old and new systems which must be part of the overall Production/Implementation plan.

The PMO gives Confirmation that the Change / Configuration Management process is in place prior to production. At production a user training plan is enacted. The support team
has been given support documentation and is already trained to take problem tickets regarding the new systems. A software maintenance team is in place to handle new system enhancements and fixes. The new systems are updated and added to the Disaster Recovery procedure and all other documentation.

**Training**

The Offeror will review, validate, and provide guidance and written recommendations regarding the approach and training plans and recommendations from the System Integrator(s) to assure coordination for all systems training.

**Training Plan**

The PMO will be required to create and oversee the Project Training Plans with input from the System Integrator(s) and HSD. The PMO will advise, manage and support all resources and activities to implement the Training Plan. The Training Plan should cover training for all target audiences identified and should include training for all system tools, including the use of test scripting tools and all system components and tools.

**Training Responsibilities:**

- HSD program staff will prepare all program-related training materials and deliver the training for administrative, operational procedures, processes and policy training.
- The System Integrator(s) will prepare all system-related training materials, provide instructors and deliver the training for system testing and production system training.
- The PMO will manage the schedule and logistics for all trainings and assure that the training schedule is on track and successfully completed.

HSD, Integrator(s) and PMO will be responsible for:

- Reviewing and approving all training material
- Ensuring all users are fully trained and can demonstrate the ability to use the system to perform their jobs before they are required to use the system.
- Ensuring the successful coordination with operations and policy for comprehensive, cohesive training between business processes and system operations prior to system implementation.

**Closeout Management**

The PMO will oversee and manage all Project Closeout Activities. Project Closeout will include finalizing all activities across all of the Project Management Process Groups to formally complete the project.
The PMO’s Closeout Plan must include documenting the following:

- The Project Objectives were met and the expected outcomes were accomplished. All deliverables were submitted and accepted. If not, list and explain those not delivered or accepted and why. This includes all deliverables associated with contracts, subcontracts and vendor agreements.
- All contracts have been closed, as applicable. If not, provide details of those not closed and why.
- All final project documents/records been appropriately stored for future reference and turned over to the Department.
- Assure all adequate knowledge transfer has been completed.

**Closeout Budget Details**

The PMO will be expected to provide summary details of project costs. This Project budget close-out report will be included in the required financial reports associated with the project.

**Closeout Lessons Learned**

The PMO is expected to provide a compiled list of Lessons Learned for the entire project. Lessons learned should be identified throughout the project and included in a lessons learned database for historical information. The PMO will be required to complete a project close-out lessons learned summary and will present it to project stakeholders. The PMO should consider the feedback from the Final IV&V Report as well as Risk Management Reports.

**Transition to Operations for Closeout Phase**

The PMO must provide information about any recurring maintenance/operational activities and costs for the project application implemented, including annual expected costs and details of what the costs cover.

The PMO must also provide a list of any defects or change requests that remain to be completed or that are recommended enhancements or updates. This should include details of changes, estimated levels of effort by high-level task, and estimated costs.

The PMO must confirm that a maintenance and operations plan is in place and functioning to support the new solution in production and should include the Department’s plans to fund the maintenance and operations of this project.
Decommissioning of Replaced Systems

The PMO will be required to work with the Department in decommissioning two systems hosted in two locations. The CSES is located in Santa Fe, NM, at the state data center. The MMIS is located in a hosted location in Pittsburg, PA.

The PMO will plan and organize an approach to decommission both systems in a cost effective manner to include cancellation of licenses, confirming data removal, and confirming termination of hardware and software use at both locations to prevent excess costs related to the operation of these systems.

As Department assets, the PMO will take possession, on behalf of the Department, source code and other related applications which are the property of the Department.

The PMO will process any documentation to enable the Department to remove these applications as assets from any Department inventories.

In order to facilitate the decommissioning of these systems, the PMO will develop and submit a plan one year prior to the targeted decommission date to plan out technical, legal, and budget details to perform this function.

Federal Certification

The PMO will plan and organize an approach to assure that all requirements for Federal Certification are met and completed according to Federal standards.

Implementation and Closeout Requirements, Questions and Requests

1. Describe a previous engagement in which the Offeror organized an effort to decommission similar systems (both outsourced and internally managed) with protected information in a secure and cost effective manner.

2. Describe a previous engagement in which the Offeror organized an effort on a similar system for meeting Federal Certification requirements.

3. Describe the organizational change management strategy to orient and train staff to prepare for various SDLC and project phases. Include specific approaches for training each target audience consistent with the requirements of the RFP.

4. Describe the Offeror’s approach for closeout management of a similar engagement to include federal certification, system documentation and final resolution of any outstanding technical, administrative, or warranty issues.
V. EVALUATION

A. EVALUATION CRITERIA

The following are the evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Score Value*</th>
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<tbody>
<tr>
<td>1</td>
<td>Corporate Experience</td>
<td>100</td>
</tr>
<tr>
<td>2</td>
<td>Proposed Staff Experience and Model</td>
<td>200</td>
</tr>
<tr>
<td>3</td>
<td>Response to PMO Requirements, Questions and Requests</td>
<td>300</td>
</tr>
<tr>
<td>4</td>
<td>Cost</td>
<td>300</td>
</tr>
<tr>
<td>5</td>
<td>Oral Presentation</td>
<td>100</td>
</tr>
<tr>
<td>6</td>
<td>Suspension and Debarment Requirement (Pass/Fail)</td>
<td>0</td>
</tr>
<tr>
<td>7</td>
<td>New Mexico Employees Health Coverage (Pass/Fail)</td>
<td>0</td>
</tr>
<tr>
<td>8</td>
<td>Campaign Contribution Disclosure Form (Pass/Fail)</td>
<td>0</td>
</tr>
<tr>
<td>9</td>
<td>Employee Pay Equity Reporting (Pass/Fail)</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>1000</td>
</tr>
</tbody>
</table>

*The evaluation team will use a consensus scoring process. Only the final committee score sheet will be retained.*

This section provides a high level description of the evaluation criteria and scoring that will be used by the Evaluation Committee when reviewing the Offerors’ proposals.

Overall, the Department is interested in responses that demonstrate the Offeror’s previous experience in performing similar complex project management work related to systems implementations and its proposed approach to leverage that experience in meeting the Departments requirements. *Specific and unique corporate experience should be clarified.* Points will be awarded on the basis of the following evaluation factors:

1. Corporate Experience (100 points)

The Offeror must submit documentation of at least three previous engagements in project management operations that resulted in the documentation of legacy and new requirements, selection of information system solution, transfer of selected systems or newly developed system, testing for conformance to requirements, and transitioning to operations. These engagements of similar size and scope may be for Medicaid, child support enforcement, or other similar government (Federal or State) programs in which a system was transferred from one public body to another. Offeror may also include other similar engagements related to complex systems in highly regulated environments such as banking, financial, or other social services. The Offeror must complete and submit Appendix 1L Three-Year Financial History Form and Appendix 1M Offeror’s Reference Form for three client references.
The documentation must provide a description of the project, total project cost, PMO services provided, project term, lessons learned and state whether the project was completed on time and within budget. The Offeror must provide HSD with reference names and contact numbers for these engagements to include (1) Name and address of organization for which services were provided; (2) Name, telephone, and email of contact person; and (3) Type of services provided and dates services were provided.

2. **Staffing Model and Proposed Staff Experience (200 Points)**

Offerors must submit a staffing model to include the structure and organization of the proposed project management office, role titles, role descriptions and responsibilities, and experience required for each role. Offerors must submit the proposed professional staff members who may be performing services under the Contract. The table should include table headings related to role, responsibilities, education level, relevant experience summary, certifications, and professional credentials, see Appendix 1F PMO Staff Roles Form. If non key staff has not been identified, then expected qualifications may be used. Key positions must be identified and at a minimum, must include the key staff required by the Department as defined in Appendix 1G PMO Staff Worksheet Form. The staff identified in Offeror’s PMO Staff Roles Form should match the staff proposed in the Offeror’s PMO Staff Worksheet Form.

Complete and submit Appendix 1H Key Staff Reference Form for each proposed key staff member. In addition experience narratives or resumes describing the specific relevant experience of proposed staff members in relation to the role that member will perform for this project may be submitted.

3. **Response to PMO Requirements, Questions and Requests (300 Points)**

The Offeror will be required to provide thorough answers and supporting material to the questions and requests asked within the PMO Requirements, Questions and Requests section of this RFP (Section IV). Offerors should respond in the form of a thorough narrative to each PMO requirement question and request. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

The points in this section shall be awarded on the overall responses to all the questions and requests in this section as a whole. Offerors should not assume that each question or request is weighted equally or scored separately.

4. **Cost (300 Points)**

As previously mentioned, the Offeror is expected to provide a single proposal to include costs to oversee both replacement projects together (required).
Each Offeror’s technical proposal will be adjusted, or normalized, using the following formula: 
\[
\text{Lowest Equivalent Total Cost} = \frac{\text{Lowest Offeror Proposed Cost}}{\text{This Offeror's Proposed Cost}} \times 300 \text{ Points Allowed}
\]

This will earn the Lowest Offeror Proposed Cost the highest cost award of 300 points. Each of 
the other Offerors will earn a declining proportional level of points based on the cost proposed in 
their offer.

Offerors must complete the Cost Response Form required by the Department in Appendix 1-J of 
this RFP.

5. **Oral Presentation (100 Points)**

If selected as a Finalist, the Offeror shall agree to provide the Evaluation Committee a 
presentation of its proposed solution. A statement of concurrence is required.

6. **Suspension and Debarment Requirement Form (Pass / Fail)**

Offerors shall complete, sign and return there Suspension and Debarment Requirement (See 
Appendix 1-B). Failure to complete and return the form will result in disqualification.

7. **New Mexico Employees Health Insurance (Pass/Fail)**

Offerors shall complete, sign, and return the New Mexico Employees Health Coverage Form 
(See Appendix 1-E, “New Mexico Employees Health Coverage Form”) as a part of their 
proposal. Failure to complete and return the form will result in disqualification.

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

Offerors shall complete, sign, and return the Campaign Contribution Disclosure Form (See 
Appendix 1-C, “Campaign Contributions Disclosure Form”) as a part of their proposal. This 
requirement applies regardless of whether a covered contribution was made or not for the 
positions of Governor and Lieutenant Governor. Failure to complete and return the form with 
the proposal will result in disqualification.
9. Pay Equity Form (Pass/Fail)

As of October 1, 2010, all Offerors responding to any request for proposals (RFP) procurement must submit, as part of their response, a statement of concurrence that they agree to comply with the Employee Pay Equity Reporting provisions set for in Appendix 1-D if they are not exempt from reporting due to one of the three exemptions. If this is not applicable, please submit an explanatory statement. Failure to complete and return the form with the proposal will result in disqualification.

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.

3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as Finalists based upon the proposals submitted. Finalists will be required to participate in an Oral Presentation. Points awarded from the oral presentations will be recalculated to attain final scores. The Finalist whose proposal is most advantageous to the Department, taking into consideration the evaluation items in Section V, will be recommended for contract award as specified in Section II, Paragraph B.11.
VI. APPENDICES

A. FORMS APPENDICES

Except for Appendices 1-A and 1-N which may be submitted prior to the Proposal, all other Appendices must be completed and submitted with Offeror’s Proposal

1.1 Appendix 1-A Acknowledgment of Receipt Form
1.2 Appendix 1-B Suspension and Debarment Requirement Form
1.3 Appendix 1-C Campaign Contribution Disclosure Form
1.4 Appendix 1-D Employee Pay Equity Reporting Form
1.5 Appendix 1-E New Mexico Employees Health Coverage Form
1.6 Appendix 1-F PMO Staff Roles Form
1.7 Appendix 1-G PMO Staff Worksheet
1.8 Appendix 1-H Key Staff Reference Form
1.9 Appendix 1-I Key Staff Letter of Commitment
1.10 Appendix 1-J Cost Response Table
1.11 Appendix 1-K Offeror’s Additional Terms and Conditions
1.12 Appendix 1-L Three Year Financial History
1.13 Appendix 1-M Offeror’s Reference Form
1.14 Appendix 1-N Offeror's Question Submittal Format

2. Reference Appendices

2.1 Appendix 2-A Sample Contract Terms and Conditions
1.1 APPENDIX 1-A ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business as per Section II, Paragraph A. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the Department’s written responses to those questions as well as RFP amendments, if any are issued.

FIRM NAME: ________________________________________________________________

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. The above named firm DOES or DOES NOT (circle one) intend to respond to this Request for Proposals.

Please return this document by mail, fax, or email (scanned PDF format) to:

Mario Gonzalez  
Project Management Bureau Chief  
Information Technology Division  
NM Human Services Department  
P.O. Box 2348  
Santa Fe, New Mexico 87504-2348  
Fax: 505-476-3948  
Email: mario.gonzalez@state.nm.us
1.2 APPENDIX 1-B SUSPENSION AND DEBARMENT REQUIREMENT FORM  
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. All Offerors must 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-responsive. 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 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 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. By signing and submitting a proposal in response to this RFP, the Offeror certifies, to the best of its knowledge and belief, that:

A. The Offeror and/or any of its Principals (check applicable blocks):

<table>
<thead>
<tr>
<th>Status</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have, 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:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.

Are 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. (2) of this certification.

Have, 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.

Have 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. "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.

C. 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.

D. 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.

Signature of Offeror __________________________ Date __________

Name: __________________________ Title: __________________________
1.3 APPENDIX 1-C 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 HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contribution Made By</td>
<td></td>
</tr>
<tr>
<td>Relation to Prospective Contractor</td>
<td></td>
</tr>
<tr>
<td>Name of Applicable Public Official</td>
<td></td>
</tr>
<tr>
<td>Date Contribution(s) Made</td>
<td></td>
</tr>
<tr>
<td>Amount(s) of Contribution(s)</td>
<td></td>
</tr>
<tr>
<td>Nature of Contribution(s)</td>
<td></td>
</tr>
<tr>
<td>Purpose of Contribution(s)</td>
<td></td>
</tr>
</tbody>
</table>

(Attach extra pages if necessary)

Signature of Offeror ___________________________ Date_____________

Name: ___________________________

Title: ___________________________

– 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.

Offeror: ____________________________________________

Signature of Offeror ___________________________ Date_____________

Name: ___________________________

Title: ___________________________
1.4 APPENDIX 1-D EMPLOYEE PAY EQUITY REPORTING FORM

A. 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 PE 10-249 form on the annual anniversary of the initial report submittal for Contracts up to one (1) year in duration. If Contractor has two hundred and fifty (250) or more employees, Contractor shall complete and submit the PE 250 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 PE 10-249 or PE 250 form, whichever is applicable, within thirty (30) days of the annual Contract anniversary date of the initial submittal date or, if more than one hundred and eighty (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.

B. Contractor also agrees to levy this requirement on any Subcontractor(s) performing more than ten percent (10%) of the dollar value of this Contract if said Subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Contract. Contractor further agrees that, should one or more Subcontractor not meet the size requirement for reporting at Contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such Subcontractor, within ninety (90 days) of that Subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable Subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this Subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself. The forms may be obtained at the following website:

www.generalservices.state.nm.us/statepurchasing/

C. 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.

Signature of Contractor ____________________________ Date_____________

Name: ____________________________

Title: ____________________________

RFP #14-630-4000-0001
NM/HSD ITD Project Management Office – CSES & MMISR
1.5 APPENDIX 1-E NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

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 twenty (20) hours per week over a six (6) month period during the
term of the Contract, Offeror shall agree 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 two hundred and fifty thousand dollars ($250,000).

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

Offeror shall agree to advise all employees of the availability of state publicly financed health
care coverage programs by providing each employee with, as a minimum, the following web site
link to additional information: http://www.insurenewmexico.state.nm.us/default.aspx

Signature of Offeror: _________________________ Date_____________
1.6 APPENDIX 1-F PMO STAFF ROLES FORM

The following form MUST be completed by all Offerors for PMO staff to manage both replacement projects.

Offerors must provide information about each staff member proposed for the PMO. Resumes for each key position should be submitted with roles identified on resume. Four key positions should include one Project Director, one CSES Senior Project Manager, one MMIS Senior Project Manager, and one System Requirements Manager.

NOTE: Offeror must provide their proposed positions for the PMO along with responsibilities for each position. This PMO Staff Roles Form should include and match all of the PMO Roles the Offeror has identified in the PMO Staff Worksheet (Appendix 1-G).

Offeror Name: ____________________________________________________________
<table>
<thead>
<tr>
<th>PMO Role (Correlate to Staffing Profile Roles)</th>
<th>Responsibilities</th>
<th>Education Level (Number of College Years and Degrees)</th>
<th>Experience Summary (Number of Years Related to Role)</th>
<th>Certifications, Professional Credentials &amp; Training (Related to Role)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director*</td>
<td>Responsible for overall management, oversight and authority for all PMO project activities. Ultimately responsible for competing priority resolutions. Reports to Executive Steering Committee.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CSES Senior Project Manager*</td>
<td>Responsible for specific CSES PMO project activities including all PM responsibilities managing schedule, risks, deliverables, resources and other project activities. May oversee other PM resources.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MMIS Senior Project Manager*</td>
<td>Responsible for specific MMIS PMO project activities including all PM responsibilities managing schedule, risks, deliverables, resources and other project activities. May oversee other PM resources.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>System Requirements Manager*</td>
<td>Interprets federal, state (MITA, CMS, HHS, ACH, MMIS, &amp; CSES) certification and system, architecture, technical requirements for system and process consistency, efficiency and performance.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>List All Other Positions as Proposed by Offeror in Separate Rows.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Key Staff for PMO Structure. Resumes for each key staff position are required.

**Note:** Supplemental information in support of the key staff may be included. HSD requests that any supplemental information provided be kept brief and strictly related to this Proposal.
Submission Required for PMO Structure for CSES & MMIS Projects

The purpose of this form is to identify how your staffing model will be resourced over the term of this project.

The following form MUST be completed by all Offerors for PMO staff to manage both replacement projects.

The estimated number of staff for each identified staff position should be extended through the project term. All staff will be considered full-time equivalents unless identified by half-time (.5) or quarter-time (.25). *Example: if 2-1/2 Project Managers will be on project(s) during first (SFY1) indicate 2.5 in table.*

**NOTE: Offeror must provide their proposed positions for Projects.**
This Staff Profile Form should include and match all of the PMO Roles the Offeror has identified in the PMO Staff Roles Form (Appendix 1F).

**Offeror Name:** _____________________________________________________________
<table>
<thead>
<tr>
<th>PMO Role (Correlates to Staffing Model Roles)</th>
<th>NUMBER OF STAFF IN SFY1</th>
<th>NUMBER OF STAFF IN SFY2</th>
<th>NUMBER OF STAFF IN SFY3</th>
<th>NUMBER OF STAFF IN SFY4</th>
<th>NUMBER OF STAFF IN SFY5</th>
<th>NUMBER OF STAFF IN SFY6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Project Manager CSES*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Project Manager MMIS*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>System Requirements Manager*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>List All Other Positions as Proposed by Offeror in a Separate Row.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Positions for Project</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Key Staff for PMO Structure
1.8 APPENDIX 1-H KEY STAFF REFERENCE FORM

To be completed for each member of the proposed Key Staff.

Name: __________________________________________________________________________

Proposed Title: __________________________________________________________________

Proposed Responsibilities: __________________________________________________________________

___________________________________________________________________________________

Past Performance Reference #1

Name of governmental entity or company where services were provided:

___________________________________________________________________________________

Address of governmental entity or company where services were provided:

___________________________________________________________________________________

Name of contact person:

___________________________________________________________________________________

Telephone number of the contact person:

___________________________________________________________________________________

Email address of contact person:

___________________________________________________________________________________

Description of services provided and dates when the services were provided:
Past Performance Reference #2

Name of governmental entity or company where services were provided:

Address of governmental entity or company where services were provided:

Name of contact person:

Telephone number of the contact person:

Email address of contact person:

Description of services provided and dates when the services were provided:
1.9 APPENDIX 1-I KEY STAFF LETTER OF COMMITMENT FORM

Name of the Offeror:
Name of the proposed key employee:
Title of key proposed employee:
Date of statement submission:

I, (Insert Proposed Candidate), certify that I wish to participate in the response for NM Request for Proposal No. ____________ with (Insert Name of Offeror) for the PMO RFP for CSES Project and MMIS Replacement Projects.

I have read and understand the candidate responsibilities identified in the Request for Proposal and that it is for a **six (6) year** project duration and realize that this position is contingent based upon award and does not guarantee an offer of employment at any time with the State of New Mexico Human Services Department.

I also understand that my role as a (Insert Key Personnel Role) is a significant responsibility and will make it a priority to support (Name of Offeror) to ensure that NM HSD State Agency’s Mission, Vision, Values and Goals are met or exceeded. As such, I understand that I will be expected to:

A. Offer my expertise to help ensure the health and success of the projects
B. Contribute significantly to program activities, processes, and financial goals
C. Collaborate with Project Management Office team and New Mexico Human Services Department as well as to communicate with NM HSD’s most important stakeholders
D. Attend leadership meetings and continually and respectfully communicate with the PMO team and NM State Human Services Department to ensure I understand all project requirements
E. Actively participate in all requests for my assistance and response.

I have read and fully agree to this Letter of Commitment and look forward to assisting (Name of Offeror) organization in this role.

Candidate Signature ________________________________ Date ______________

Candidate Printed Name ________________________________
1.10 APPENDIX 1-J COST RESPONSE FORM

NAME OF OFFEROR: ____________________________________________________________

Offeror MUST complete the Cost Response Form Section 1 & Section 2

Note: Total fees must be inclusive of all taxes. Pricing year is based on State Fiscal Year (July 1, XX to June 30, XX)

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Description</th>
<th>SFY1 Cost</th>
<th>SFY2 Cost</th>
<th>SFY3 Cost</th>
<th>SFY4 Cost</th>
<th>SFY5 Cost</th>
<th>SFY6 Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>PMO Requirement Sections</td>
<td>PMO Staffing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Project Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Project Requirements and Documentation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Implementation and Closeout</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>Sub-Total</td>
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<tr>
<td>Grand Total</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### SECTION 2 – STAFF AVERAGE COSTS PER HOUR

Complete this Section for ALL Proposed Qualified Staff

<table>
<thead>
<tr>
<th>Role</th>
<th>Avg. Cost per Hour Inclusive of Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director</td>
<td></td>
</tr>
<tr>
<td>Senior Project Manager CSES</td>
<td></td>
</tr>
<tr>
<td>Senior Project Manager MMIS</td>
<td></td>
</tr>
<tr>
<td>System Requirements Manager</td>
<td></td>
</tr>
<tr>
<td><em>Add row for all other proposed staff</em></td>
<td></td>
</tr>
</tbody>
</table>

RFP #14-630-4000-0001
NM/HSD ITD Project Management Office – CSES & MMISR
1.11 APPENDIX 1-K OFFEROR’S ADDITIONAL TERMS AND CONDITIONS FORM

Offeror’s Organization Name: ____________________________________________________

Signature of Authorized Individual: ________________________________________________

Date: __________________________________________

☐ Check here if Offeror has no recommended changes to Sample Contract Terms and
   Conditions (Appendix 2-A)

If the Offeror is unwilling to accept any specific terms or conditions as stated in Appendix 2-A,
*Sample Contract Terms and Conditions*, that fact should be stated in Table 1 below along with an
explanation of why the term or condition is unacceptable.

The Offeror may include additional terms and conditions in Table 2 below that, subject to
negotiation, it would like to see in the final contract.

| Table 1: Offeror’s Changes to NM HSD’s Contract Terms and Conditions |
| (Please refer to Appendix B, for NM HSD’s Sample Contract Terms and Conditions) |
| HSD Sample Contract Page Number | HSD Contract Term or Condition | Suggested Term or Condition | Reason for Change Request |
| EXAMPLE: Page 13 | EXAMPLE: C. Rejection. Unless the Executive Level Representative gives notice of rejection within the fifteen (15) Business Day Acceptance period, the Deliverable(s) will be deemed to have been Accepted. | EXAMPLE: C. Rejection. Unless the Executive Level Representative gives notice of rejection within the fifteen (15) Business Day Acceptance period to PMO Senior Project Manager, the Deliverable(s) will be deemed to have been Accepted. | Request specific PMO point of contact receives this notice. |
APPENDIX 1-K OFFEROR’S ADDITIONAL TERMS AND CONDITIONS FORM, Cont.

Offeror’s Organization Name: ________________________________

Table 2: Offeror’s Requested Additions to NM HSD Contract Terms and Conditions

<table>
<thead>
<tr>
<th>Title of Suggested Change</th>
<th>Offeror’s Contract Term or Condition</th>
<th>Reason for Additional Term or Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Offeror ____________________________  Date________________

Printed Name: ____________________________________

Title: __________________________________________
### 1.12 APPENDIX 1-L THREE-YEAR FINANCIAL HISTORY FORM

**OFFEROR NAME:** ________________________________________________

<table>
<thead>
<tr>
<th>MEASURE</th>
<th>YEAR END 2010</th>
<th>YEAR END 2011</th>
<th>YEAR END 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Current Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Current Liabilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash &amp; Equivalents</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trade Receivables</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Sales</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of Sales</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Interest Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Fixed Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tangible Net Worth</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit Before Taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1.13 APPENDIX 1-M OFFEROR’S REFERENCE FORM

The Offeror must use this form for submission of all references:

1. The Offeror must provide three (3) client references, each one separate copy of this Appendix.

2. If the Offeror is proposing subcontractors in response to this RFP, the Offeror must also provide two (2) client references for each of the subcontractor firms.

3. For key staff proposed by the Offeror, including at a minimum those required by Appendices 1F and 1G of this RFP, the Offeror must provide at least two (2) references for each individual.

Offeror: ________________________________________________________________

Reference is for: ____________________________________________________________
Name of Offeror, Subcontractor or Proposed Key Staff Member

Reference: ________________________________________________________________
Name of Organization

Contact Person: _____________________________________________________________

Title/Position: ______________________________________________________________

Phone Number: _____________________________________________________________

Email:  ________________________________________________________________

Mailing Address: ____________________________________________________________

____________________________________________________________

____________________________________________________________
### 1.14 APPENDIX 1-N OFFEROR’S QUESTION SUBMITTAL FORMAT FORM

The Offeror must submit all questions using the question submittal table format below. Add lines as required.

In order to ensure that your question is addressed accurately and in the most expeditious manner, please complete all requested information in the question submittal table and use one of the following categories for each question.

1. **Administrative** – Questions specifically related to the administrative rules or process of this RFP.
2. **CSES Application** – Questions specifically related to the current CSES application or requirements.
3. **MMIS Application** – Questions specifically related to the current MMIS application or requirements.
4. **Contract** – Questions specifically related to the Contract Terms and Conditions (Appendix B).
5. **Cost** – Questions specifically related to the format and content of the Cost Proposal.
6. **CSED Program** – Questions specifically related to the Child Support Enforcement Program, including policies, program benefits and program specifics.
7. **MAD Program** – Questions specifically related to the Medical Assistance Program, including policies, program benefits and program specifics.
8. **Scope** – Questions specifically related to the scope of work and activities for the Project Management Office (PMO) under this Procurement.
9. **Technology** – Questions related to the technology infrastructure supporting the CSES or MMIS applications.
10. **Reporting** – Questions related to expected reports and data to be provided by the Offeror.
11. **Other** – All other questions not specifically covered above.

<table>
<thead>
<tr>
<th>Question #</th>
<th>Page/Section</th>
<th>Question Category</th>
<th>Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAMPLE: 1</td>
<td>SAMPLE: Page 52</td>
<td>SAMPLE: Cost</td>
<td>SAMPLE: If we don’t have any recommended terms and conditions, and don’t have any issues with the terms and conditions in Appendix B, do we still have to include Appendix X in the cost proposal?</td>
</tr>
</tbody>
</table>

---

RFP #14-630-4000-0001
NM/HSD ITD Project Management Office – CESER & MMISR
B. REFERENCE APPENDICES

1.1 APPENDIX 2-A SAMPLE CONTRACT TERMS AND CONDITIONS

The contract in this Appendix is included as a sample of the type of contract the Department will issue for this procurement. Upon finalization of this procurement, the Department will issue a contract based on the Department’s most current approved version.

Offerors may suggest changes to this agreement by completing the suggested changes table in the Appendix.
State of New Mexico

HUMAN SERVICES DEPARTMENT

Information Technology Agreement
Contract No.________________

THIS Information Technology Agreement (“Agreement” or “Contract”) is made by and between the Human Services Department [hereinafter referred to as “HSD” or the “Procuring Agency”], and [Insert Contractor Name] [hereinafter referred to as the “Contractor” and collectively referred to as the “Parties”.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 et. seq; and Procurement Code Regulations, NMAC 1.4.1 et.seq, the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the [RFP Number and Name] and the Contractor’s response to such document(s) are incorporated herein by reference; and

WHEREAS, all Parties agree that, pursuant to the Procurement Code, 1.4.1.52 et. seq. the total amount of this Agreement is $60,000.00 or more, excluding taxes; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

F. “Acceptance” or “Accepted” shall mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the Procuring Agency.

B. “Application Deployment Package” shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.

C. “Business Days” shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

D. “Change Request” shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.

E. “Chief Information Officer (“CIO”)” shall mean the Cabinet Secretary/CIO of the Department of Information Technology for the State of New Mexico or Designated Representative.

F. “Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the Procuring Agency or any other State agency as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the Procuring Agency or the State of New Mexico, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that is utilized, received, or maintained by the Procuring Agency, the Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.
G. “Contract Manager” shall mean a Qualified person from the Procuring Agency responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be [Insert Name] or his/her Designated Representative.

H. “Default” or “Breach” shall mean a violation of this Agreement by either failing to perform one’s own contractual obligations or by interfering with another Party’s performance of its obligations.

I. “Deliverable” shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.

J. “Designated Representative” shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.

K. “DoIT” shall mean the Department of Information Technology.

L. “DFA” shall mean the Department of Finance and Administration; “DFA/CRB” shall mean the Department of Finance and Administration, Contracts Review Bureau.

M. “Escrow” shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the Procuring Agency receives the legal document, in this case, Source Code.

N. “Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.

O. “Executive Level Representative” shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agency’s executives or his/her Designated Representative.

P. “GRT” shall mean New Mexico gross receipts tax.

Q. “Intellectual Property” shall mean any and all proprietary information developed pursuant to the terms of this Agreement.

R. “Independent Verification and Validation (“IV&V”)” shall mean the process of evaluating a Project and the Project’s product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Agency.

S. “Know How” shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.

T. “Payment Invoice” shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the Procuring Agency. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.

U. “Performance Bond” shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.

V. “Project” shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Executive Level Representative and verified by the Procuring Agency CIO to the DoIT. If applicable, under the terms of this Agreement the Project is [Insert Name of Project, if applicable: otherwise delete sentence].

W. “Project Manager” shall mean a Qualified person from the Procuring Agency responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be [Insert Name] or his/her Designated Representative.

X. “Qualified” means demonstrated experience performing activities and tasks with Projects.

Y. “Quality Assurance” shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

Z. “Services” shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.

AA. “State Purchasing Agent (SPA)” shall mean the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.
BB. “State Purchasing Division (SPD)” shall mean the State Purchasing Division of the General Services Department for the State of New Mexico.

CC. “Software” shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.

DD. “Software Maintenance” shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.

EE. “Source Code” shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly usable by a computer.

FF. “Turnover Plan” means the written plan developed by the Contractor and approved by the Procuring Agency in the event that the work described in this Agreement transfers to another vendor or the Procuring Agency.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

G. Performance Measures. The Contractor shall substantially perform to the satisfaction of the Procuring Agency the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the Procuring Agency may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the Procuring Agency of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the Procuring Agency from exercising its rights pursuant to Article 6 or Article 16.

H. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the Procuring Agency without prior written approval, through the Amendment process, as defined in Article 25.

I. License. [CHOICE #1 – If a software license is required, use the following language.] Contractor hereby grants Procuring Agency a [CHOICE #2- If a perpetual license is required, use the following language] non-exclusive, irrevocable, perpetual license to use, modify, and copy the following Software: [Insert name of software and patent number if applicable]

[CHOICE #3- If the license is required for the term of the Agreement, use the following language] non-exclusive, irrevocable, license to use, modify, and copy the [Insert name of Software and patent number if applicable] Software and any and all updates, corrections and revisions as defined in Article 2 and Exhibit A, for the term of this Agreement.

The right to copy the Software is limited to the following purposes: archival, backup and training. All archival and backup copies of the Software are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies.

1. Contractor agrees to maintain, at Contractor’s own expense, a copy of the Software Source Code to be kept by an escrow agent and to list the Procuring Agency as an authorized recipient of this Source Code. The Source Code shall be in magnetic form on media specified by the Procuring Agency. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the Software at the current revision level. Included with the media shall
be all associated documentation which will allow the Procuring Agency to top load, compile and
maintain the software in the event of a Breach.

2. If the Contractor ceases to do business or ceases to support this Project or Agreement and it does not
make adequate provision for continued support of the Software it provided the Procuring Agency;
or, if this Agreement is terminated, or if the Contractor Breaches this Agreement, the Contractor
shall make available to the Procuring Agency: 1) the latest available Software program Source Code
and related documentation meant for the Software provided or developed under this Agreement by
the Contractor and listed as part of the Services; 2) the Source Code and compiler/utilities necessary
to maintain the system; and, 3) related documentation for Software developed by third parties to the
extent that the Contractor is authorized to disclose such Software. In such circumstances, Procuring
Agency shall have an unlimited right to use, modify and copy the Source Code and documentation.

[CHOICE #3 – Not Applicable. The Parties agree there is no License.]

J. Source Code. [CHOICE #1 – If for a maintenance and operations contract, use the following language.]
The Contractor shall deliver any and all software developed as a result of maintenance releases by the Contractor.
The Application Deployment Package must be able to reproduce a fully operational application that includes
all base application functionality, all cumulative release functionality and including the functionality, as
documented, verified and supported by the Contractor, which comprises the new application release.

[CHOICE #2 – If Contractor will hold software in escrow, use the following language.] For each
maintenance release, the Application Deployment Package shall be updated and shall be kept by an identified
escrow agent at the Contractor’s expense. The Application Deployment Package shall be in magnetic or
digital form on media specified by the Procuring Agency. The escrow agent shall be responsible for storage
and safekeeping of the storage media. The Procuring Agency shall be listed with said escrow agent as
an authorized recipient of the storage media which shall contain the most recent application maintenance release
deployment package.

[CHOICE #3 – If Contractor will not hold software in escrow, use the following language.] For each
maintenance release, the Application Deployment Package shall be updated and shall be delivered to the
Procuring Agency’s at the Contractor’s expense. The Application Deployment Package shall be in magnetic
or digital form on media specified by the Procuring Agency and shall be updated with each new application
release deployment package at the Contractor’s expense.

[CHOICE #4 – Not Applicable. The Parties agree there is no Source Code.]

K. The Procuring Agency’s Rights.
1. Rights to Software. [CHOICE #1 – If the Procuring Agency has right to the Software, use the
following language. - The Procuring Agency will own all right, title, and interest in and to the
Procuring Agency’s Confidential Information, and the Deliverables, provided by the Contractor,
including without limitation the specifications, the work plan, and the Custom Software, except that
the Deliverables will not include third party software and the associated documentation for purposes
of this Section. The Contractor will take all actions necessary and transfer ownership of the
Deliverables to the Procuring Agency, without limitation, the Custom Software and associated
Documentation on Final Acceptance or as otherwise provided in this Agreement. ] [CHOICE #2 –
Not Applicable. The Parties agree the Procuring Agency does not have rights to the Software.]

2. Proprietary Rights. The Contractor will reproduce and include the State of New Mexico’s copyright
and other proprietary notices and product identifications provided by the Contractor on such copies,
in whole or in part, or on any form of the Deliverables.

3. Rights to Data. [CHOICE #1 – If the Procuring Agency has right to the data, use the following
language - Any and all data stored on the Contractor’s servers or within the Contractors custody, in
order to execute this Agreement, is the sole property of the Procuring Agency. The Contractor,
subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Procuring Agency’s data in any manner, or provide to any entity or person outside of the Procuring Agency without the express written authorization of the Procuring Agency. [CHOICE #2 Not Applicable. The Parties agree the Procuring Agency does not have rights to the data.]

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D.

B. Payment. The total compensation under this Agreement shall not exceed [Insert Dollar Amount] [CHOICE #1 - excluding New Mexico gross receipts tax. CHOICE #2 - including New Mexico gross receipts tax.]

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 Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

[Use if a state price agreement is the procurement method] Compensation for a statewide price agreement shall not exceed $200,000.00 per year. Contractor hereby agrees to perform work at or below the published maximum rates of the statewide price agreement as follows:

o [Insert professional service category(s) and define rate(s).]

Payment shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than ten (10) days after the end of the fiscal year in which services were delivered. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. [CHOICE #1 - Use if Agreement is between two public entities - Not Applicable - contract is between two public entities.]

[CHOICE #2 - The Contractor [Use either - shall OR shall not] be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).]

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.

D. Retainage. [CHOICE #1 - The Procuring Agency shall retain [INSERT percentage which is recommended at - twenty percent (20%)] of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.] [CHOICE #2 - Not Applicable – The Parties agree there is no retainage.]
E. Performance Bond. [CHOICE #1- If the amount of the Agreement exceeds $1 Million OR, if the Agreement is for custom developed software/application, OR Commercial Off the Shelf (COTS) software with greater than 20% Enhancement, OR for any other critical project execution concerns, use the following language.] Contractor shall execute and deliver to Procuring Agency, contemporaneously with the execution of this Agreement, a Performance Bond in the amount of [Insert Total Amount of agreed upon Performance Bond] in the name of the Procuring Agency. The Performance Bond shall be in effect for the duration of this Agreement and any renewals thereof. The required Performance Bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor arising under this Agreement. The Procuring Agency’s right to recover from the Performance Bond shall include all costs and damages associated with the transfer of Services provided under this Agreement to another Contractor or to the State of New Mexico as a result of Contractor’s failure to perform.

[CHOICE #2— Not Applicable. The Parties agree there is no Performance Bond]}

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverable(s) as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable(s), or description of the Deliverable(s), to the Procuring Agency. Each Payment Invoice shall be for the fixed Deliverable(s) price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable(s) provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. In order to Accept the Deliverable(s), the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable(s) and determine, at a minimum, that the Deliverable(s):

1. Complies with the Deliverable(s) requirements as defined in Article 2 and Exhibit A;
2. Complies with the terms and conditions of the RFP
3. Meets the performance measures for the Deliverable(s) and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
5. Complies with all the requirements of this Agreement.

If the Deliverable(s) is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within thirty (30) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection. Unless the Executive Level Representative gives notice of rejection within the fifteen (15) Business Day Acceptance period, the Deliverable(s) will be deemed to have been Accepted. If the Deliverable(s) is deemed unacceptable under Quality Assurance, fifteen (15) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable(s) to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable(s). If the Deliverable(s) is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for
corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable(s) under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The Procuring Agency may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Agency may terminate this Agreement.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND DFA/CRB.

This Agreement shall terminate on [Insert Termination Date], unless terminated pursuant to Article 6. The contract term, including extensions and renewals, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

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

B. Appropriations. By the Procuring Agency, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The Procuring Agency’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency terminates this Agreement pursuant to this subsection, the Procuring Agency shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.

C. Notice; Agency Opportunity to Cure.

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

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

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

D. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency’s sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor’s receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.
ARTICLE 7 – TERMINATION MANAGEMENT

A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the Procuring Agency property in which the Procuring Agency has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the Procuring Agency;
2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the Procuring Agency;
3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Agency may direct, for orderly completion and transition;
4. Take such action as the Procuring Agency may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the Procuring Agency is not liable for any costs arising out of termination and that the Procuring Agency is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Agency’s programs;
7. In the event that this Agreement is terminated due to the Contractor’s course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Procuring Agency’s receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Agency the full amount of the reduction;
8. Should this Agreement terminate due to the Contractor's Default, the Contractor shall reimburse the Procuring Agency for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;
9. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the Procuring Agency for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor’s policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the Procuring Agency and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the Procuring Agency or created by the Contractor under this Agreement, to the Procuring Agency, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Procuring Agency, the Contractor shall provide to the Procuring Agency a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Agency or created by the Contractor under this Agreement.

B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Procuring Agency shall:

1. Retain ownership of all work products and documentation created pursuant to this Agreement; and
2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the Procuring Agency, the State of New Mexico and its employees from all actions, proceedings, 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, during the time when the Contractor, its 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) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the Procuring Agency, the Risk Management Division of the New Mexico General Services Department, and the DoIT.

ARTICLE 9 – INTELLECTUAL PROPERTY

A. Ownership. Any and all Intellectual Property, including but not limited to copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the Procuring Agency shall be considered the creator and owner of such Intellectual Property. Any and all Know How created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the Procuring Agency shall be considered the creator and owner of such Know How. The Procuring Agency shall own the entire right, title and interest to the Intellectual Property and Know How worldwide, and, other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Intellectual Property and Know How to any entity or person outside of the Procuring Agency without the express written authorization of the Procuring Agency. Contractor shall notify the Procuring Agency, within fifteen (15) Business Days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the Procuring Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Procuring Agency. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the Procuring Agency, Contractor hereby acknowledges and agrees to grant to the Procuring Agency and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the Procuring Agency, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney’s fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Agency based upon Contractor’s trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the Procuring Agency for all costs, attorneys’ fees and the amount of the judgment. To qualify for such defense and/or payment, the Procuring Agency shall:
1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. Procuring Agency Rights. If any product or service becomes, or in the Contractor’s opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:
1. Provide the Procuring Agency the right to continue using the product or service and fully indemnify the Procuring Agency against all claims that may arise out of the Procuring Agency’s use of the product or service;
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor’s obligation will be void as to any product or service modified by the Procuring Agency to the extent such modification is the cause of the claim.

**ARTICLE 11 - WARRANTIES**

A. **General.** The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor’s official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

B. **Software.** The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor’s official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for two (2) years after Acceptance by the Executive Level Representative and implementation by the Procuring Agency. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the Procuring Agency, so that the software meets the applicable specifications.

**ARTICLE 12 – CONTRACTOR PERSONNEL**

A. **Key Personnel.** Contractor’s key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be: [Insert Contractor Staff Name(s)]

B. **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor’s personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor’s personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency’s expectations.

**ARTICLE 13 – STATUS OF CONTRACTOR**
A. **Independent Contractor.** The Contractor and its agents and employees are independent contractors performing professional Services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. **Subject of Proceedings.** Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor’s ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the Procuring Agency.

**ARTICLE 14 - CHANGE MANAGEMENT**

A. **Changes.** Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Executive Level Representative. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

B. **Change Request Process.** In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the Executive Level Representative to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Executive Level Representative are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

**ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION**

A. If IV&V professional Services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:

1. Providing the Project documentation;
2. Allowing the IV&V vendor to sit in on the Project meetings; and  
3. Supplying the IV&V vendor with any other material as directed by the Project Manager.

ARTICLE 16 – DEFAULT/BREACH
In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES
Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency’s obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency’s rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY
Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the Procuring Agency to any equipment or its installation or for losses caused by the Procuring Agency’s fault or negligence. Nothing in this Agreement shall limit the Contractor’s liability, if any, to third parties and/or employees of the Procuring Agency or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 19 – 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 this Agreement's approval authorities.

ARTICLE 20 – SUBCONTRACTING
A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Procuring Agency.

B. Responsibility for subcontractors. The Contractor must not disclose Confidential Information of the Procuring Agency or of the State of New Mexico to a subcontractor unless and until such subcontractor has
agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement.

**ARTICLE 21 – RELEASE**

The Contractor’s Acceptance of final payment of the amount due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**ARTICLE 22 – CONFIDENTIALITY**

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency 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 Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

**ARTICLE 23 – CONFLICT OF INTEREST**

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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

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

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

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

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;
4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator’s family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

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

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

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

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

**ARTICLE 24 - RECORDS AND AUDIT**

A. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of Services rendered during the this Agreement’s term and effect and retain them for a period of five (5) [Insert # of years, minimum is three (3) years] from the date of final payment under this Agreement. The records shall be subject to inspection by the HSD, the Department of Finance, Procuring Agency, CIO, SPA, DFA, and the New Mexico State Auditor’s Office. The Procuring Agency shall have the right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the Procuring Agency 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 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 Agreement 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 the Schedule of Expenditures of Federal Awards for each program to facilitate ease of reconciliation by the HSD. This audit shall also include a review of the 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.

ARTICLE 25 - AMENDMENT

A. This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:
   1. Deliverable requirements, as outlined in Exhibit A;
   2. Due Date of any Deliverable, as outlined in Exhibit A;
   3. Compensation of any Deliverable, as outlined in Exhibit A;
   4. Agreement Compensation, as outlined in Article 3; or
   5. Agreement termination, as outlined in Article 5.

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 contained herein, or to agree to the reduced funding.

ARTICLE 26 – 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://insurenewmexico.state.nm.us/.

D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

ARTICLE 27 – NEW MEXICO EMPLOYEES PAY EQUITY REPORTING

A. The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Agreements 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 Agreements up to one (1) year in duration. For Agreements 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 Agreements 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 Agreements, whichever comes first. Should Contractor not meet the size requirement for reporting as of the effective date of this Agreement 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.

B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of this Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting as of the effective date of this Agreement 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) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

C. Notwithstanding the foregoing, if this Agreement 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.

ARTICLE 28 – MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and
understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 29 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For PROCURING AGENCY
[Insert: Procuring Agency Name of Individual, Position
Procuring Agency Name
Mailing Address,
Telephone Number,
E-mail Mailing Address.]

For CONTRACTOR
[Company Name,
Insert Name of Individual, Position,
Company Name,
Mailing Address,
Telephone Number,
E-mail Address.]

Any change to the Notice individual or the address, shall be effective only in writing.
ARTICLE 30 – GENERAL PROVISIONS

A. 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, including but not limited to:

1. Civil and Criminal Penalties. 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.

2. 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 agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, 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.

3. 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 Procuring Agency.

B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. 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 such lawsuits arising under or out of any term of this Agreement.

C. Waiver. 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 expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

D. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 31 - SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Indemnification, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement. [Choice #1 – Other unexpired agreements, promises, or warranties that will survive the termination of this Agreement are: (list here)]

ARTICLE 32 - TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.
ARTICLE 33 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

ARTICLE 34 – DEBARMENT AND SUSPENSION and OTHER RESPONSIBILITY MATTERS

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 Agreement the Contractor certifies by signing this Agreement, 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 Agreement, 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 Agreement, 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.

The Contractor’s certification in Paragraph A, above, is a material representation of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. The Contractor’s certification in Paragraph A, above, shall be a continuing term or condition of this Agreement. As such at all times during the performance of this Agreement, 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 Agreement 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:

The Contractor shall provide immediate written notice to Procuring Agency’s Project Manager if, at any time during the term of this Agreement, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances.
If it is later determined that the Contractor’s certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to Procuring Agency, Procuring Agency may terminate the Agreement.

As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, Contractor shall require each proposed first-tier sub-contractor 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 sub-contractor, 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 Procuring Agency when it requests sub-contractor approval from the Procuring Agency. If the sub-contractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the Procuring Agency may refuse to approve the use of the sub-contractor.

ARTICLE 35 – CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

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.

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

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

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.

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.

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This certification is a material representation of fact upon which reliance is placed when this Agreement is made and entered into. Submission of this certification is a prerequisite for making and entering into this Agreement 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 Agreement. 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 Procuring Agency, termination of the Agreement.

ARTICLE 36 – NON-DISCRIMINATION

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

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.

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 Agreement under any program or activity.

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.”

ARTICLE 37 – DRUG FREE WORKPLACE

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.

The Contractor, if other than an individual, shall:

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;

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

The dangers of drug abuse in the workplace;

The Contractor’s policy of maintaining a drug-free workplace:

Any available drug counseling, rehabilitation, and employee assistance programs; and

The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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 contract, the employee will:

Abide by the terms of the statement; and

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 5 days after such conviction;

Notify the Procuring Agency Project Manager in writing within 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;

Within 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:

Taking appropriate personnel action against such employee, up to and including termination; or

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

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

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

In addition to other remedies available to the Procuring Agency, 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 Agreement and subject the Contractor to suspension of payments under the Agreement and/or termination of the Agreement in accordance with paragraph 4, above.

ARTICLE 38 – FINDINGS AND SANCTIONS

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.

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 statues and/or regulations, subject to sufficient appropriations of the New Mexico Legislature.

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.
ARTICLE 39 – PERFORMANCE

[CHOICE #1 - If the Agreement is based on processing data.] 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:

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

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 contract. Information contained in such material shall be treated as confidential and will 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.

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

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.

Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Procuring 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.

All computer systems receiving, processing, storing, or transmitting Federal tax information 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 Federal tax information.

No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

The Contractor will maintain a list of employees authorized access. Such list will be provided to the Procuring Agency and, upon request, to the IRS reviewing office.
The Procuring Agency will have the right to void the contract if the Contractor fails to provide the safeguards described above.

[**CHOICE #2- If the Agreement is based on performing professional services.**] 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:

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

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 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.

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.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

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.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

**ARTICLE 40 – CRIMINAL/CIVIL SANCTIONS**

Each officer or employee of Contractor to whom returns or return information is or may be disclosed shall be notified in writing by Contractor 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 years, or both, together with the costs of prosecution. Contractor 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.

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Each officer or employee of Contractor to whom returns or return information is or may be disclosed shall be notified in writing by Contractor that any return or return information 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 without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Contractor 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 in an amount equal to the sum of the greater of $1,000.00 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.

Additionally, it is incumbent upon 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 Procuring 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 not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

Contractor agrees that granting access to Federal Tax Information (FTI) must be preceded by certifying that each individual understands the Procuring Agency’s applicable 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 Procuring Agency’s files for review. As part of the certification and at least annually afterwards, Contractor will 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 will also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10 of IRS Publication 1075) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying its understanding of the Procuring Agency’s security requirements.

**ARTICLE 41 – INSPECTION**

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The IRS and the Procuring 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.

**ARTICLE 42 – CONTRACTOR’S RESPONSIBILITY FOR COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor is responsible for compliance with applicable laws, regulations, and administrative rules that govern the Contractor’s performance of the Scope of Work of this Agreement and Exhibit A, including but not limited to, applicable State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements and licensing provisions.

The Contractor is responsible for causing each of its employees, agents or subcontractors who provide services under this Agreement to be properly licensed, certified, and/or have proper permits to perform any activity related to the Scope of Work of this Agreement and Exhibit A.

**ARTICLE 43 – CONTRACTOR’S RESPONSIBILITY FOR COMPLIANCE WITH LAWS AND REGULATIONS RELATING TO INFORMATION SECURITY**

The Contractor and all its subcontractors, consultants, or agents performing the Services under this Agreement must comply with the following standards insofar as they apply to Contractor’s processing or storage of Procuring Agency’s data:

The Federal Information Security Management Act of 2002 (FISMA);
The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
The Health Information Technology for Economic and Clinical Health Act (HITECH Act);
IRS Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies to include any Service Level Agreement requirements;
Social Security Administration (SSA) Office of Systems Security Operations Management Guidelines insofar as they relate to Procuring Agency guidance related to the protection and security of applicable SSA provided data;
NMAC 1.12.20, *et seq.*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below:

By: ________________________________ Date: ______________
Sidonie Squier Secretary Human Services Department

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By: ___________________________________________  Date: __________
Insert Name of Authorized Person to sign for Contractor

By: ___________________________________________  Date: __________
Danny Sandoval, HSD Chief Financial Officer

By: ___________________________________________  Date: __________
Sean Pearson, HSD Chief Information Officer

Approved for legal sufficiency:

By: ___________________________________________  Date: __________
Raymond Mensack, HSD General Counsel

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the NM Taxation and Revenue Department to pay gross receipts and compensating taxes:

CRS ID Number: ____________________________

By: ___________________________________________  Date: __________
Tax and Revenue Department Representative

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: ___________________________________________  Date: __________
Darryl Ackley, State CIO, Secretary DoIT

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

By: ___________________________________________  Date: __________
Contracts Review Bureau

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EXHIBIT A – SCOPE OF WORK

Purpose of this Agreement:

If applicable, insert name of project as approved by the DoIT Project Certification Committee.

Insert a short one or two sentence description of the purpose of this project.

Performance Measures:

[Under the Accountability in Government Act, the LFC evaluates agency performance based on consistency with the agency strategic plan. Agency strategic plans are divided into Mission, Goals, Tasks, and Activities. This section follows the same format to clarify how this agreement supports the agency plan.

DOIT has indicated it requires performance measures of the contractor. These should be included here as well.

Currently, FY 13, the HSD Strategic Plan has one goal and one task for general IT expenditures:

Goal 5: Improve Administrative Effectiveness and Simplicity

Task 5.2: Upgrade, and/or replace IT systems for improved simplicity and better efficiencies

Activities.

[Insert general overall activities related to this agreement. They should be broad enough to cover potential discrepancies between expected outcomes and actual deliverables listed in the statement of work below.]
Deliverables

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. 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 Deliverable(s) are the controlling items and that the Contractor’s obligation is to perform and deliver the Deliverable as described in the following sections.

[Deliverable samples are provided, but are only samples; the Procuring Agency is to add Deliverables that represent the work that needs to be performed and are traceable by the Procuring Agency. The Procuring Agencies may identify as many Deliverables, with associated tasks and subtasks, as are needed to accomplish the Project goals, objectives, and activities.]

Sample For General Professional IT Service Contracts
Use the following section as a guide for contracts that require Support Services.

A. Sample Deliverable Number 1 [Insert Name of Deliverable]

<table>
<thead>
<tr>
<th>Deliverable Name</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Insert Name of Deliverable]</td>
<td>[Insert Date this Deliverable is due]</td>
<td>[Insert Total $ Amount]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insert Name of Task or tasks to be performed for each Deliverable.</td>
<td>Sub 1 (through however many subtasks are needed to accomplish Task 1 which leads to the number of Tasks needed to accomplish Deliverable 1.</td>
<td>Insert Description] Please use active verbs to identify tasks and subtasks to be performed by the vendor. The due dates for the tasks and/or subtasks should be included as a means of assisting the Procuring 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 Procuring Agency per Deliverable; clear and well defined language will assist the Procuring Agency and Contractor in determining if the Deliverable is met for payment purposes.</td>
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Sample For Task Level Payable IT Professional Service Contracts
The following subsections can be used as guide for more specific deliverable payments.

### Deliverable Number x

<table>
<thead>
<tr>
<th>Deliverable Description</th>
<th>Due Date</th>
<th>Compensation</th>
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<th>Sub Tasks</th>
<th>Description</th>
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RFP #14-630-4000-0001
NM/HSD ITD Project Management Office – CESR & MMISR