

**STATE PURCHASING DIVISION
OF THE
GENERAL SERVICES DEPARTMENT
AND
The New Mexico Human Services Department**

REQUEST FOR PROPOSALS (RFP)

**Child Support Enforcement Division
Customer Support Service Center**



**RFP#
60-630-15-30594**

Issued: December 11, 2015

Proposals Due: 02/12/2016

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this request for proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of customer support services for the New Mexico (NM) Human Services Department (HSD) Child Support Enforcement Program (CSEP). These services include a Customer Support Services Center (CSSC) that:

- Effectively uses multiple channels and technologies (e.g., telephone, integrated voice response [IVR], email, chat) to provide customers information related to child support enforcement and to respond to customer inquiries;
- Employs dedicated staff trained to address CSEP-related questions and requests;
- Uses appropriate technology to securely and efficiently receive and manage data.
- HSD CSED systems, and to receive, track, manage and respond to customer inquiries;
- Provides timely, accurate responses to questions and requests for information;
- Performs processing related to customer needs timely and efficiently; and
- Provides robust reporting to HSD CSED related to specified reporting requirements and performance metrics.

HSD is seeking a CSSC Contractor who will cost-effectively serve HSD CSED requirements using experienced customer support staff, who will leverage their existing technologies and emerging technologies (e.g., chat, social media) to deliver enhanced customer service to our constituents, and who will commit to meet – or exceed – industry-standard and HSD-specified performance targets.

This procurement will result in a single award. The selected Offeror will provide CSSC services on site in NM, but may leverage secure technologies housed in other US locations, and as agreed upon with the Procuring Agency. The Offeror must demonstrate experience and knowledge necessary to perform the services described in 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.

HSD reserves the right to cancel this RFP, to reject any or all proposals, and to negotiate with the selected Offeror prior to entering into any written agreement. An accepted proposal becomes the basis for a written agreement, but is subject to negotiation prior to being finalized.

At HSD's sole discretion, the contract derived from this procurement may be amended to meet the requirements of this procurement, any future related federal or state requirements related to HSD operations, or other technology-related changes that would enable HSD to meet its strategic goals.

The electronic version of this document is available for download from the HSD and SPD websites located at <http://www.hsd.state.nm.us> and:

B. BACKGROUND INFORMATION

This section provides background on HSD that may be helpful in preparing a proposal. The information is provided as an overview and is not intended to be a complete or exhaustive description.

HSD Mission

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

HSD Strategic Goals

The Department's major goals are:

Goal 1: Modernize and Improve New Mexico's Medical Assistance Programs:

Goal 2: Help New Mexicans Get Back to Work

Goal 3: Assist Parents with their Child Support Responsibilities

Goal 4: Improve Behavioral Health Services

Goal 5: Improve Administrative Effectiveness and Simplicity

For detailed information on HSD strategic goals, tasks and measures, please visit:

http://www.hsd.state.nm.us/uploads/FileLinks/cf2d671604a949abdd860ed5342dcc6/2016_Strategic_Plan.pdf

HSD Organization

HSD is a cabinet-level Department in the Executive Branch of NM State government. The Department is headed by a Cabinet Secretary appointed by the Governor and confirmed by the New Mexico State Senate. HSD consists of the Office of the Secretary (OOS) and six divisions.

HSD is the fifth largest state agency in New Mexico with approximately 2,000 full time equivalent positions in 56 office locations statewide. The Department manages a budget of more than \$6.6 billion in State and Federal funds that 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.

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:

- Administrative Services Division (ASD)
- Child Support Enforcement Division (CSED)
- Information Technology Division (ITD)
- Income Support Division (ISD)
- Medical Assistance Division (MAD)
- Office of General Counsel (OGC)
- Office of Human Resources (OHR)
- Office of Inspector General (OIG)
- Behavioral Health Services Division (BHSD)

As of February 2015, HSD has more than 2,000 employees and maintains contracts with community-based providers throughout the state. HSD's central offices are located in Santa Fe:

- Pollon Plaza Building: OOS, CSED, ISD, and OGC;
- Ark Plaza Building: MAD;
- Plaza La Prensa: BHSD, Fair Hearings Bureau, OIG, OHR;
- Rodeo Road Building: ASD, Restitution Division of the OIG; and
- Siler Road Building: ITD.

State-wide, HSD has more than 50 offices across all divisions.

HSD manages an annual budget of more than \$6.6 billion of state and federal funds, and administers services to more than 800,000 low-income New Mexicans through programs such as:

- Child support establishment and enforcement
- Medicaid
- Children's Health Insurance Program (CHIP)
- Supplemental Nutrition Assistance Program (SNAP)
- Temporary Assistance for Needy Families (TANF)
- The Emergency Food Assistance Program (TEFAP)
- School Commodity Foods Program
- Homeless Meals
- General assistance for low-income individuals with disabilities
- Community Services Block Grants (CSBG)
- Refugee Resettlement Program (RRS)
- Low-Income Home Energy Assistance Program (LIHEAP)
- Behavioral health services

These programs are administered through four program divisions:

- Child Support Enforcement Division
CSED operates within a federal-state partnership to establish paternity, enforce child support collections owed by non-custodial parents to their children, and distribute funds. CSED provides child support enforcement services to the general public and to TANF and Medicaid recipients. Currently CSED is handling approximately 69,000 child support cases, including more than 6,300 Tribal Navajo Nation cases. Child support collections for Fiscal Year (FY) 15 totaled \$140.1 million. These collections provided assistance with child-rearing expenses for over 104,000 New Mexico and Navajo Nation children.

CSED services include:

- Locating absent parents and/or their financial assets;
- Legally establishing paternity and support obligations;
- Collecting and distributing child support payments according to federal and state laws and regulations;
- Recovering assigned child support amounts to repay public assistance benefits; and
- Enforcing support obligations through income withholding, tax refund intercepts, license revocation and other remedies.

CSED's central office in Santa Fe operates 11 state field offices (some collocated with ISD), 3 satellite offices. CSED has 350 permanent employees, and 11 State Disbursement Unit (SDU) staff. By Joint Powers Agreement (JPA), the Navajo Nation Child Support Enforcement Program also uses the New Mexico's automated Child Support Enforcement System (CSES), in addition to other services such as the SDU. These offices are housed in three regional offices on the Navajo Reservation.

- Behavioral Health Services Division
BHSD's primary role is to serve as the Single State Mental Health and Substance Abuse Authority for the State of NM. BHSD staff work collaboratively with partners to promote health and resilience of all New Mexicans, and to foster recovery and healthy living in communities. BHSD is also a key member of the NM Behavioral Health Collaborative, and works across state agencies to collaborate on behavioral health issues.

BHSD has 32 permanent and 6 term employees.

- Income Support Division
ISD administers public assistance programs for the State of New Mexico, including TANF, SNAP, CSBG, LIHEAP, RRS, food distribution, nutrition education and general assistance. In June 2015, approximately 15,276 families benefited from cash assistance and approximately 207,317 families received SNAP benefits.

ISD's 955 permanent staff work in Santa Fe and in 38 field offices statewide. Each of New Mexico's 33 counties has at least one office except for Los Alamos, which is served by Rio Arriba County.

- Medical Assistance Division

MAD manages and administers the State's Medicaid program, which provides healthcare coverage for approximately 810,000 New Mexicans – more than one out of three persons in NM. Medicaid covers low-income pregnant women, low-income children and their mothers, low-income elderly and disabled individuals, and adults ages 19 to 64 with annual incomes up to 138 percent of the federal poverty level (i.e., just under \$16,000). Medicaid program expenditures are projected to exceed \$5.7 billion in State FY16, with approximately 77 percent of the funding from the Federal government.

MAD employs 173.5 permanent and 19 term employees (11 authorized), who work at two sites in Santa Fe, NM.

In addition to the four program divisions, HSD is supported by:

- Administrative Services Division

ASD manages and accounts for HSD finances and provides administrative support to the remainder of HSD. Working with other support service organizations, ASD manages finances (budget, procurement, payments, revenue collection); performs accounting (general ledger, grant reporting, financial statement preparation, audit management, internal controls); performs property management; and handles lost control and disaster preparedness for HSD. ASD oversees the Child Support Enforcement State Disbursement Unit (SDU) that collects and disburses child support payments to custodial parents, as mandated by law.

- Information Technology Division

Led by the HSD Chief Information Officer (CIO), ITD provides timely, cost-effective IT services to HSD to support mission fulfillment and to ensure HSD gains full benefit from existing and future technology investments.

ITD provides two principal services – software engineering and systems services – each of which is led by a deputy CIO. ITD Systems Services comprises two bureaus: Systems Administration Bureau, providing security, administration, maintenance and upgrades of HSD network, operating systems, workstations, servers, routers, firewalls, switches and video equipment; and Production Support Bureau, which provides helpdesk and desktop support for HSD staff statewide. ITD Software Engineering also includes two bureaus: the Application Support Bureau supports the legacy Child Support Enforcement System (CSES), HSD web applications, and ASPEN BI; and the Project Management Bureau provides experienced project managers who support projects internal to ITD, participate in major technology projects, and lead IT-related contract development and management.

ITD's 88 authorized staff primarily work in Santa Fe, with 1 help desk team member and 1 network specialist assigned to Albuquerque to support offices in that area.

- Office of Human Resources
OHR supports HSD managers and staff by performing recruiting, hiring and termination; administering employee benefits; handling classification and compensation; managing employee and labor relations; supporting staff development and training; and leading emergency preparedness, safety and loss prevention.
- Office of the Inspector General
OIG supports HSD through two bureaus. The Internal Review Bureau (IRB) provides independent, objective assurance and consulting for HSD's operations and public assistance programs. IRB also provides financial investigative support for major OIG criminal, civil and administrative investigations. The Investigations Bureau (IB) addresses allegations of recipient public assistance fraud, Medicaid provider fraud, and Department Professional Standards Investigations. IB works independently and/or in collaboration with other investigative agencies.
- Office of the General Counsel
OGC assists HSD with contract development, participation in recipient and provider hearings, federal and state litigation, legislative initiatives, negotiations, settlements, evaluation of legal documents, training, compliance with state and federal laws and regulations, and policy and program development.

Health and Human Services 2020 Vision

NM is increasingly undertaking enterprise approaches to achieve economies of scale and to enable citizen-centric services. Consistent with this, HSD has adopted the Health and Human Services (HHS) 2020 Vision, which is intended to provide the Department – and other organizations that comprise the State's HHS enterprise – with a flexible and extensible framework that can support current and future program needs. The vision is to use this framework to improve customer experience, enable advanced analytics across the HHS enterprise to provide insight into programmatic outcomes and, ultimately, to help improve population health across NM.

The HHS 2020 framework comprises both technology-based components and business process outsourcing (BPO) modules. HSD currently is undertaking replacement of both the existing Medicaid Management Information System (MMIS) and the Child Support Enforcement System (CSES) using this framework.

The HHS 2020 framework includes an integrated front-end to allow stakeholders of all types – e.g., recipients, clients, businesses, healthcare organizations, other government entities – to readily access, navigate and obtain needed information or support from HSD. This front end ultimately will comprise an integrated call center/CSSC, portal(s), and use of social media and/or mobile computing. The CSED CSSC Contractor may be requested, at a later date, to participate in this

integrated front end by, for example, extending services to additional HSD organizational units or by integrating systems or processes with the HHS 2020 solution.

C. SCOPE OF PROCUREMENT

The term of the awarded contract shall be for 2 (two) years, with the option of 2 (two) 1-year renewals. The contract shall not exceed 4 (four) years.

The result of this RFP shall establish an agency specific, general services contract. The State of NM HSD in collaboration with NM General Services State Purchasing Division are seeking to award a single contract for the following services and requirements:

The Offeror and its subcontractors must be headquartered and physically located in the United States and any of the proposed services must be provided from the United States.

This section summarizes the scope and requirements for this procurement.

1. The CSSC Contract is for services only, including all required human resources (including managers, customer support staff, administrative staff, and technology support).
2. The CSSC Contractor shall:
 - a. Own, provide and maintain all technology required to securely and effectively deliver the required services;
 - b. Be responsible for all telecommunications and information technology (IT) associated with this contract, including, but not limited to, network hardware, network software, data files, enhancements, modifications, systems and/or control software;
 - c. Determine requirements, design and develop interface(s) with HSD hardware and/or software as required to access pertinent information in a secure environment;
 - d. Provide software training, maintenance, support, documentation and other directly related professional services needed to allow its own staff and CSED staff to perform work associated with the CSSC and this contract;
 - e. Develop and provide programmatic, process and related training to enable its staff and CSED staff to perform work associated with the CSSC and this contract;
 - f. Establish and operate a CSSC in New Mexico, with staff, furnishings, technology, related services and operational management needed to effectively support the CSED mission in accordance with agreed-upon performance standards;
 - g. Handle customer inquiries received via facsimile, email, telephone or other channels;

- h. Assist individuals checking on case status, including but not limited to information related to payments, amounts due, court dates;
 - i. Use technology, as appropriate, to handle incoming calls and other forms of contact, and to conduct outbound calls, electronic communications, auto-calling, text messaging and other types of communications;
 - j. Operate the CSSC from 7 AM to 7 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect, 5 days a week year round, except for holidays observed by the State of New Mexico.
 - k. Use IVR technology, chat technology and other communications technologies to efficiently and cost-effectively provide high-quality customer service and programmatic support to CSED; and
 - l. Leverage existing CSSC-related technology infrastructure, staff, processes, training materials, and similar resources to quickly establish a fully operational CSSC to support CSED not later than June 1, 2016.
3. All HSD customer data in the Contractor's system(s) shall remain HSD's sole property and shall be transferred to HSD at contract termination or upon HSD request.

D. PROCUREMENT MANAGER

1. HSD has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Peter Barrington, Program Manager/Bureau Chief
Administrative Support Bureau
Child Support Enforcement Division
NM Human Services Department
PO Box 25110
Santa Fe, NM 87502
505-827-1314
Peter.Barrington@state.nm.us

2. All deliveries of responses via express carrier must be addressed as follows (except for electronic submissions through SPD's electronic procurement system eProNM):

Reference RFP Name: Child Support Enforcement Division Customer Support Service Center
Reference RFP number: 60-630-15-30594
New Mexico State Purchasing Division
Attn: Debra Saiz, IT Procurement Specialist
1100 Saint Francis Drive, Room 2016
Santa Fe, New Mexico 87505

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing via email, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager

regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD. **Protests of the solicitation or award must be delivered by mail to the Protest Manager (identified in Section II.B.13).** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

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

“**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring the Procurement action.

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

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

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

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

“**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“**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 and 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.

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

"Evaluation Committee" means a body appointed by the Department management to evaluate 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 that 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.

"Full Time Equivalent" means a person who is a resource equivalent of 2,080 hours per year.

"Hourly Rate" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

"IT" means Information Technology.

"Major Subcontractor" means a subcontractor that is awarded a subcontract that equals or exceeds ten percent (10%) of the value of the contract.

"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 when 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.

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

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

"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 the pricing for those services.

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

“Price Agreement” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“Procurement 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.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

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

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

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

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

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

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

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

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

“**State Agency**” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

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

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

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

“**Unredacted**” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

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

F. PROCUREMENT LIBRARY

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

Procurement Regulations and Request for Proposal – RFP instructions:

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

The Procurement Library related to this RFP can also be found at the HSD website:

www.hsd.state.nm.us.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

The table below describes the general sequence of events for this procurement. Offerors are advised that these dates are subject to change at the discretion of the Department

TABLE 1 - Sequence of Events

Action	Responsible Party	*Due Dates
1. Issue RFP	SPD	12/11/2015
2. Distribution List	Agency	01/08/2016
3. Pre-Proposal Conference	Agency	01/08/2016
4. Deadline to submit Questions	Potential Offerors	01/15/2016
5. Response to Written Questions	Procurement Manager	01/22/2016
6. Submission of Proposal	Potential Offerors	02/12/2016
7. Proposal Evaluation	Evaluation Committee	02/19/2016
8. Selection of Finalists	Evaluation Committee	02/19/2016
9. Best and Final Offers	Finalist Offerors	02/24/2016
10. Oral Presentation(s)	Finalist Offerors	02/29/2016 through 03/04/2016
11. Finalize Contractual Agreements	Agency/Finalist Offerors	03/07/2016 through 03/11/2016
12. Contract Awards	Agency/ Finalist Offerors	03/31/2016
13. Protest Deadline	SPD	15 calendar days after contract award notice

** 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. A., above.

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico State Human Services Department on the date indicated in the Sequence of Events.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document, APPENDIX A, to

have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MST on the date indicated in the Sequence of Events.

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

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in the sequence of events beginning at **2:00 pm Mountain Standard Time in the HSD ITD Main Conference Room located at 1301 Siler Road, Building B/C, Santa Fe, New Mexico.** Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

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

5. Response to Written Questions

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

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

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER

THAN 3:00 PM MOUNTAIN STANDARD TIME ON DATE INDICATED IN THE SEQUENCE OF EVENTS.

Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2 (except for electronic submissions through SPD's electronic procurement system). Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **Child Support Enforcement Division Customer Support Services Center (CSED CSSC) and RFP # 60-630-15-30594**.

Proposals submitted by facsimile, or other electronic means other than through the SPD electronic e-procurement system, will not be accepted.

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

7. Proposal Evaluation

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

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. A schedule for the oral presentation and demonstration will be determined at this time.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

10. Oral Presentations

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon thereafter as

possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and SPD.

11. Finalize Contractual Agreements

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

12. Contract Awards

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

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

13. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Daylight Saving Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

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

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

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

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

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract Appendix I. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX I) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. Please see Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

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

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico.

25. Confidentiality

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

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

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

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

to:

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

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information
<http://www.insurenewmexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX C, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

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

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).

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

31. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

32. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

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

- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

33. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.
New Mexico Business Preference

NEW MEXICO PREFERENCES WILL NOT APPLY TO THIS PROCUREMENT.

34. Federal Requirement

The Offeror's must meet and comply with the SAFEGUARDING IRS FEDERAL TAX INFORMATION, Appendix G.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposal-Binder One** : One (1) ORIGINAL and five (5) HARD COPIES; ORIGINAL and COPY shall be in separate labeled binders; all confidential information in the proposal shall be clearly identified and easily segregated from the rest of the proposal. One electronic copy of Binder two on a CD or usb flash drive.
 2. **Cost Proposal-Binder Two**: One (1) ORIGINAL and one (1) HARD COPY; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from Binder 1. One electronic copy of Binder two on a CD or usb flash drive.
 3. **Supporting Documentation-Binder Three (Optional)** One (1) ORIGINAL and five (5) HARD COPIES; if Offeror chooses to include such information in their proposal; One electronic copy of Binder two on a CD or usb flash drive.
- All Confidential Information shall be clearly identified and segregated on the electronic version mirroring the hard copy submitted. Proposals containing confidential information **must** be submitted as two separate binders:
- **Unredacted** version for evaluation purposes
 - **Redacted** version (information blacked out and not omitted or removed) for the public file

Any proposal that does not adhere to the requirements of Section III.B, Response Format and Organization, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows: Type written on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal -Binder 1 should include items listed below (A-F.4):

- A. Signed Letter of Transmittal
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Specifications (**except cost information which shall be included in Cost Proposal/Binder 2 only**) to include the following:
 - 1. Key Personnel and Staff Qualifications
 - 2. Technical Requirements
 - 3. Mandatory Operational Requirements
 - 4. Mandatory Corporate and Staff Experience
 - 5. Mandatory Technical Specifications
 - 6. Oral Presentation
 - 7. Business Specifications
 - 8. Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.
 - 9. Performance Surety Bond
 - 10. Signed Campaign Contribution Form
 - 11. Desirable Specification (optional)
- E. Other Supporting Material
- F. Appendices (signed):
 - 1. Suspension and Debarment Requirement Form -Appendix B
 - 2. New Mexico Employees Health Coverage Form- Appendix D
 - 3. Conflict of Interest Affidavit- Appendix E (please return with 'N/A' if not applicable)
 - 4. Safeguarding IRS Federal Tax Information- Appendix G

Cost Proposal (Binder 2):

Completed Cost Response Form

Supporting Documentation (Binder 3-Optional):

Any relevant information related to this proposal.

In addition, the entire proposal including all materials in binders 1 and 3 (not binder 2) shall be submitted on a single CD or usb flash drive. Contents of binder 2 must be submitted on a

separate CD or usb flash drive. Proposals submitted on CD or usb flash drive should include TWO versions: (1) a version in secure PDF and (2) a version in unsecured Microsoft WORD and/or Excel to enable the Department to organize comparative review of submitted documents.

Documentation relevant to the proposal

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

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

2. Letter of Transmittal

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

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

IV. SPECIFICATIONS

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

A. DETAILED SCOPE OF WORK

The following represents the minimum requirements for the CSSC contract. Offerors must propose to these requirements.

****Please see Section IV.D, Desirable Specifications (optional) if your organization would like to propose alternative or additional technologies to enhance customer service.**

1. Key Personnel and Staff Qualifications

The Offeror is responsible for determining the appropriate numbers, skill types, skill mix and roles needed to provide a cohesive team that can serve the NM CSED CSSC requirements while meeting or exceeding our performance and service level targets. Within that mix, the Offeror must commit to provide a dedicated, highly skilled core team of key personnel to this project.

a. Core Team/Key Personnel

The minimum members of the core team for this work are:

1) Senior Project Manager

- a) More than 5 years of progressively more responsible experience in project management, with successful experience in a similar position as proposed for this work for 3 of the last 5 years;
- b) Extensive knowledge of project time reporting, tracking and control;
- c) Experience with risk management, from risk identification, through assessment, management, mitigation, and evaluation;
- d) Experience in customer support services management;
- e) Experience with Health and Human Services (HHS) programs;
- f) Experience with other projects or work similar this project and to their proposed role for this project;
- g) Experience managing government projects and contracts.

2) Customer Support Services Manager

- a) Experienced in customer support services management;
- b) Experience with HHS programs;
- c) Experience with other projects or work similar to this project and their proposed role for this project;
- d) Experience managing government projects and in working under government contracts;

- e) Experience developing and delivering reports related to customer service statistics and measures;
 - f) Technical experience and expertise in personal computers, server networks, and automated phone systems, including IVRUs, ACDUs and other telephony hardware and software;
 - g) Experience with process development, implementation and improvement.
- 3) Trainer
- a) Experience with HHS programs;
 - b) Experience with other projects or work similar to this project and to their proposed role for this project;
 - c) Experience developing training materials and plans, in delivering training, and in assessing training effectiveness and making appropriate improvements.
- 4) Technical Manager
- a) Experience with HHS programs;
 - b) Experience managing government projects;
 - c) Experience developing and delivering reports related to customer service;
 - d) Experience with planning, designing, implementing, and managing technology (hardware, software, network, data) security;
 - e) Experience designing and developing and implementing data transfer solutions and/or interfaces;
 - f) Technical experience and expertise in personal computers, server networks, and automated phone systems, including IVRUs, ACDUs and other telephony hardware and software.

Offerors are encouraged to propose any additional core team members deemed necessary to effectively deliver the highest quality service under any contract resulting from this RFP.

Both the Customer Support Services Manager and the Trainer must be committed full time (100 percent) to this project, and must work on site in New Mexico. The Offeror must commit the Senior Project Manager to be on-site in New Mexico until the CSSC is operational and accepted by the State.

b. Knowledge, Skills and Experience

Offerors shall provide a CSSC team with, at a minimum, the following knowledge, skills and experience:

- 1) Experience with HHS programs (particularly with child support enforcement);
- 2) Fluency in Spanish and in English (not required for every individual, but across the team as a whole);
- 3) Experience providing customer service support, including using common customer services technologies to receive customer inquiries, respond to customer inquiries, contact customers and deliver services;

- 4) Excellent oral communications skills;
- 5) Training relevant to each person's position:
 - a) Agents: training in telephone skills, Offeror's customer relationship management (CRM) system; HSD security; child support enforcement; business requirements; and other topics, as appropriate;
 - b) Supervisors: in addition to training required for agents, training in CSSC operations, operational monitoring, scheduling, and other relevant topics, as appropriate;
 - c) Technical staff: training on Offeror's technology suite used to deliver CSSC services; IVR operations; developing, modifying and maintaining scripts; HSD security; and other relevant topics, as appropriate to Offeror's environment.
- 6) Education relevant to each person's position.

2. Technical Requirements

The CSSC Contractor shall provide CSSC services through use of Contractor-provided technology – including all hardware, software, applications, telecommunications, IVR, ACDS, storage, tools or other technologies needed to provide a complete, secure, efficient infrastructure to support CSSC operations.

a. CSSC Technology Infrastructure

The State is not procuring technology via this RFP; rather, Offerors are to propose their own technology solution used to support CSSC operations. The following items are expected components of that solution; however, Offerors are welcome to present technology solutions that offer required functionality, or enhanced functionality, using components or capabilities not listed here.

The CSSC Contractor must meet all minimum requirements to provide capability comparable to that provided by the current CSSC, but is encouraged to propose additional use of technologies (e.g., social media, chat) to cost-effectively deliver enhanced customer service.

- 1) Customer relationship management (CRM) system to manage and deliver required CSSC services and to maintain a complete record of customer contact, activity, correspondence and related information.
- 2) IVR capable of, at a minimum:
 - a) Accepting commands from touch-tone keypads;

- b) Detecting presence of a rotary telephone, informing the caller to stay on the line, and switching the call to an appropriate call group for an agent to handle;
 - c) Handling languages; Primarily Spanish/English call center staff and training supervisor (currently staffed with six qualified (6) staff; one (1) supervisor);
 - d) Supporting self-service;
 - e) Using computer telephony integration (CTI) to automatically call a customer back if there is a long wait time;
 - f) Interfacing with the State's CSES, eCSES (website for child support enforcement) or other systems if required;
 - g) Requiring use of a Personal Identification Number (PIN), in combination with Social Security Number (SSN) to access information;
 - h) Enabling clients to establish a PIN during their first call to the IVR or to use a PIN established in a previous session (stored on the Contractor's system);
 - i) Supporting combining data from the IVR with data collected from State systems (based upon SSN, Case Number, Member Number) to present to an agent via a screen pop;
 - j) Handling Spanish and English language; and
 - k) Providing password-based security for the IVR unit(s) to prevent unauthorized access.
- 3) Automatic call distributor (ACD) to manage incoming calls and to route them based on instructions in an associated database, and that:
- a) Provides both on-line and historical reports on call volume and workload;
 - b) Enables development of customized reports;
 - c) Is capable of playing music, promotional recordings and/or wait-time messages, including the expected time in queue, to customers who are waiting in queue;
 - d) Supports easy end-user modification of messages, recordings or music;
 - e) Identifies and distinguishes calls currently in the IVR and calls agents are handling;
 - f) Tracks abandoned calls to identify at what point in the script they are abandoned;
 - g) Supports electronic reader board and/or desktop messaging of ACD information;

- h) Supports multiple levels of access and security for supervisors and agents;
 - i) Enables creation of call groups and have ability to make real time changes to call groups;
 - j) Support automatic switching of agents among call group and queue based on traffic (without requiring human workload monitoring);
 - k) Allow incoming calls to be transferred from internal extension (non-ACD) to an agent and for all calls to be transferred through the ACD to an internal extension;
 - l) Support skills-based routing;
 - m) Support use of an on-line translation service for calls requiring a translator (ACD, agent workstations, phone sets);
 - n) Support supervisor workstations that can provide real-time data on, at a minimum:
 - Agent group configuration;
 - Agent status – available/unavailable, on hold, on incoming call;
 - Time on outgoing/incoming call;
 - Wrap-up status;
 - Time in wrap-up status;
 - Calls waiting;
 - Calls abandoned;
 - Calls in IVR; and
 - Total calls;
 - o) Supports Automatic Number Identification (ANI) and Dialed Number Identification Service (DNIS);
 - p) Offer compatibility with Telephone Devices for the Deaf (TDD) equipment; and
 - q) Enables supervisors to monitor and listen-in on telephone calls and to cut into a call.
- 4) CTI to route inbound calls and associated data collected from local or remote databases to an agent's computer in the form of a screen pop.
- 5) Graphical user interface (GUI) for CSSC and CSED staff;
- 6) Capacity to exchange email and telefaxes with customers, and associated tracking to ensure responses within agreed-upon time frames.
- 7) Customer satisfaction and other survey capability.

- 8) Provide disaster recovery, backup and redundancy capabilities to minimize service disruptions.
- 9) Extensive reporting capabilities, including the ability to provide integrated reports from the PBX/ACD and the IVR.
- 10) Collect and use data presented in logical formats (text, dates, numeric fields) and pre-fill screens with data from the IVR, HSD systems or other sources to reduce agent keystrokes. Enable agents to easily do data entry, deletion and/or modification to all appropriate data fields on all screens.
- 11) Scripting tool with GUI to allow HSD staff to create, modify and/or install IVR scripts based upon HSD requirements, including the ability to test the script interactively and to time script lengths. The tool must detect and report errors in the script, and identify dead-end branches, repetitive loops, and other systemic conditions or problems that would degrade usability. **Any Offeror proposing a solution whereby script changes can be effected only at an off-site location or only by the Offeror or a third-party organization, will be considered non-compliant.**
- 12) With the exception of data storage, which must be sanitized and disposed of at contract end, all hardware, software or other technology components remain the Contractor's property. All data, current and historical, related to this contract and to the services provided thereunder shall be the property of the State of New Mexico. **The Offeror must include a statement acknowledging this requirement.**

b. Data Transfer

The CSSC Contractor shall develop interface(s) to the existing Child Support Enforcement System (CSES) (mainframe, CICS) using Attachmate or an application equivalent in function that meets HSD security requirements to securely receive and send child support enforcement-related data needed to provide CSSC services. The CSSC Contractor also shall develop an interface with CSES to support a Contractor-provided IVR for the KIDS Line

- 1) The CSSC Contractor shall identify and document requirements, working with HSD ITD staff responsible for the existing system and with CSED staff, and shall verify these with the HSD prior to developing the interface or transfer solution;
- 2) The CSSC Contractor shall procure any necessary technology infrastructure, and shall develop the agreed-upon interface or transfer solution in accordance with the validated requirements;
- 3) The CSSC Contractor shall thoroughly test the interface or transfer solution, and shall submit the interface or solution to HSD testing, as applicable;

- 4) The CSSC Contractor shall work with HSD ITD and CSED staff to implement the fully tested solution prior to transitioning operations from the current CSED CSSC Contractor – not later than June 1, 2016; and
- 5) The CSSC Contractor shall maintain the interface or transfer solution throughout the life of the project, troubleshooting any issues, maintaining the technology, making updates or fixes as necessary for efficient and secure operations, and monitoring to ensure end-to-end data security.

As CSED currently is working on a CSES replacement project, the CSSC Contractor may be required to develop additional data transfer solution(s) or interface(s) during the life of this contract, as necessary to continue secure data transfer while working with changing technology or programmatic requirements.

c. Technology Maintenance and Management

- 1) The CSSC Contractor shall monitor all systems used to support CSSC operations to ensure they are working correctly, to maintain awareness of workload, to monitor performance, to ensure security and to promptly address any issues.
- 2) CSSC Contractor staff shall perform all technology-related repairs, upgrades and patch installations, including Program Temporary Fix, patches, upgrades and new releases.
- 3) The CSSC Contractor shall provide for disaster recovery and data backup, and shall implement measures to minimize system outages or service disruptions:
 - a) Provide a Disaster Recovery Plan, which will be subject to HSD review and approval, and which will be tested prior to go-live;
 - b) Devise and use a daily data back-up as part of scheduled preventive maintenance.
- 4) The CSSC Contractor shall correct any issues with IVR performance within 24 hours of problem identification.
- 5) The CSSC Contractor shall identify a single point of contact who will handle technology-related problems, and shall define a process for problem identification and resolution.
- 6) The CSSC Contractor shall provide technology maintenance 7 days a week, 24 hours a day, 365 days a year through the life of the contract. **The Offeror must include a statement acknowledging this requirement.**
- 7) Within 30 days of contract award, the CSSC Contractor shall submit to the HSD Contract Manager a detailed list of all equipment and/or systems where HSD customer data will reside.

3. Mandatory Operational Requirements

This section presents minimum requirements related to setting up the CSSC, transitioning from the current CSSC Contractor's operations, operating the CSSC through the contract duration, and transitioning or closing out the CSSC Contract.

- 1) Explain in detail how Offeror will approach delivering required services specified in this RFP. Address standards, processes, tools, training, staffing, quality control, reporting, metrics, performance improvement, and all other areas Offeror considers necessary to ensure quality delivery of all required services for the CSSC. Explain how your approach will be tailored to HSD-specific requirements and environment.
- 2) Describe Offeror's procedures and protocols for hand-off of call responsibilities from CSSC personnel to HSD staff; Identify factors you consider essential to successful delivery of work required for the CSED CSSC, and how your approach addresses these.
- 3) Explain Offeror's approach to project and contract management. Describe fully project and contract management processes, tools, standards, and approaches Offeror uses for this type of project. Explain how those will be implemented specifically for the CSED CSSC project. Explain how Offeror will manage risks, issues, schedule, communications, performance (project, staff), and cost and budget.
- 4) Identify risks to timely implementation of the CSED CSSC and to delivery of the required level of service, and explain how your approach will either mitigate or eliminate these risks.
- 5) Explain Offeror's approach to deliverable development and coordination.
- 6) Explain how Offeror will maintain awareness of and comply with all applicable required Federal, State and/or HSD standards, laws, regulations and/or guidance for this project.
- 7) Propose an initial *CSSC Project Plan* that describes the work Offeror will perform to initiate the project; transition from the current service provider, including effecting any needed knowledge and data transfer; ensure that the needed technology infrastructure is fully implemented, tested and operational; arrange for facilities and all associated equipment, supplies, etc. needed to implement the CSSC; fully staff the CSSC; implement necessary, training, policies, processes, procedures, etc. needed to implement the CSSC; and any expectations the Offeror has regarding State participation in and/or support of these plans. This *Plan* shall include, at a minimum, a detailed work plan (activities, tasks, timelines, dependencies, milestones), work products and deliverables, and resource requirements. (See DoIT Project Management Plan template.)

a. Work Location and Schedule

- 1) On-site work shall be performed at an Offeror-proposed and HSD-approved site within the borders of the State of New Mexico.
- 2) Under no circumstances shall work be performed offshore, information be exchanged offshore, or access to HSD systems be shared with persons or entities offshore.
- 3) Under no circumstances shall CSSC staff work from home or access HSD systems or information from home.
- 4) Upon request, Contractor management staff shall attend management meetings with HSD staff at state offices located primarily in Santa Fe, NM.
- 5) The CSSC – including all facilities, systems, processes and staff – must be operational not later than June 1, 2016.
- 6) The CSSC shall operate 7AM to 7 PM, from 7 AM to 7 PM Mountain Daylight Time (MDT) or Mountain Standard Time (MST) whichever is in effect, 5 days a week year round (excluding state observed holidays).
- 7) The Contractor shall:
 - a) Ensure that callers who reach the CSSC before 7 PM (MST/MDT) are served by a live representative, if requested;
 - b) Include a Spanish language option at the front of call reception, and ensure the CSSC is staffed with a sufficient number of Spanish-speaking representatives and with at least one Spanish-speaking supervisor so that the longest and average monthly wait time for Spanish calls does not exceed the standard for English-language calls.

b. CSSC Set-up

The CSED CSSC must be fully operational not later than June 1, 2016. The Contractor shall develop a *CSSC Project Management Plan*. The Plan will address all activities required to transition from the current provider. The Contractor shall present the plan to the State not later than 10 business days after contract award for the State's review and approval. The plan shall indicate major activities, tasks, milestones, and resources (new and incumbent CSSC Contractors, HSD).

The CSSC Contractor is responsible for testing and demonstrating compliance with all relevant HSD, State and Federal requirements prior to go-live. This phase includes:

- 1) Internal Contractor testing of all technology to verify it is functioning in accordance with agreed-upon requirements and specifications;

- 2) Live test demonstration with HSD staff to verify technology, functions and features operate in accordance with requirements and specifications;
- 3) Operation within a controlled telephone area to ensure components are all fully operational in real-time with real customers and agents;
- 4) Stress testing to demonstrate the ability to handle expected call volumes – or higher call volumes; and
- 5) Acceptance, which requires an average 99 percent up time during operational hours (7 AM to 7 PM) to be maintained for 21 consecutive business days using the full solution, without loss of service due to hardware, software or telephony failures. Any hardware, software or telephone failures are the CSSC Offeror's responsibility to correct.

c. Transition from Current CSED CSSC Contractor Operations

Transition from the current CSED CSSC Contractor to the new CSSC Contractor must be complete not later than June 30, 2016.

d. CSSC Operations

Contractor staff shall provide the following services:

- 1) Respond to inquiries received via telephone from CSED clients, non-custodial parents (NCPs), and other CSED stakeholders; call center operations should be capable of handling in excess of 40,000 incoming calls on monthly basis; currently when voicemails are received call center staff must return calls within two (2) hours the next business day;
- 2) Configure an IVR to enable caller-friendly call handling, to enable callers to easily access information most frequently requested, to enable callers to readily understand options and to select appropriate services, and to support efficient, cost-effective service delivery while maximizing customer service quality;
- 3) Receive and handle inquiries received via facsimile;
- 4) Respond to queries using the same channel (e.g., telephone, facsimile, email) through which they were received;
- 5) Hire and train staff adequate to handle call volume;
- 6) Evaluate staff performance and provide training or take other steps required to ensure performance meets or exceeds targeted levels;
- 7) Ensure continuity of knowledge and coverage in the face of staff absences or turnover;

- 8) Handle exceptions and emergency contacts requiring immediate attention using an agreed-upon protocol, established under the HSD Contract Manager's direction, that addresses at a minimum;
- Immediate call-back requests on HSD administrative actions;
 - Media threats; (Customer threatens to contact news media).
 - Security threats;
 - Contacts from governmental officials;
 - Urgent hearing date requests;
 - Expedited applications;
 - Attorney contacts; and
 - Bankruptcy notifications;
- 9) Handle customer calls related to all aspects of the child support enforcement program, including, but not limited to:
- Receipt and distribution of funds;
 - Disbursements, including direct deposit and debit card issuance;
 - Case status;
 - Tax refund offset;
 - Address updates;
 - License suspension;
 - Asset lien and seizure;
 - Employer data updates;
 - Billing;
 - Income withholding and turnaround documents (T-Docs);
 - Medical Support Enforcement and National Medical Support Notice (NMSN);
 - New Mexico employee insurance options;
 - New hire reporting;
 - Court order modification (review, adjustment);
 - General child support enforcement questions; and
 - Credit card payments.
- 10) Document and maintain records/recordings of all CSSC calls and voice mails received, including, but not limited to:
- Date of call;
 - CSSC agent or supervisor responsible for handling call;
 - Geographic location of caller;
 - Call status (e.g., in research, closed); and
 - Summary and detail of voice mail messages, including time left and nature of follow-up;
 - All calls must be recorded and recordings maintained for a minimum of three (3) months

11) CSSC Contractor shall monitor and report on IVR and voice mail activity, including but not limited to:

- a) Check the IVR system daily on a local time zone-based schedule (MST/MDT) to ensure it provides service 24 hours a day, 7 days a week, including:
- b) Checking the IVR system at least three times daily on every State business day – once before 830 AM MST/MDT, once between 1 PM – 5 PM MST/MDT, and once between 9 PM – 1 AM to verify that the IVR is operational and to check for voice mail messages;
- c) Checking the IVR system once each State non-business day (weekends, State holidays) to verify that it is operational and to check for voice mail messages;
- d) Logging any voice mails received outside of CSSC operational hours into the Contractor’s CRM system;
- e) Responding within two (2) hours of the start of the next State business day to all IVR voice mails left by customers outside of CSSC operational hours, and logging activity in the CRM system in accordance with CSSC procedures;
- f) Spot checking the IVR using active case data, once each State business day and upon receipt of any customer complaint regarding IVR operation, to verify that information the IVR is providing is current and consistent with what is displayed on line; and
- g) Immediately notifying appropriate HSD personnel, as directed by the HSD Contract Manager, of any problems with IVR functionality and correcting the problem within specified service level.

12) The CSSC Contractor shall, at a minimum, provide the following training services:

- a) Develop and update training manuals, materials and records needed to manage and deliver comprehensive training needed to maintain staff certifications, meet State or Federal requirements, and maintain the skill levels and knowledge needed to effectively deliver CSSC services;
- b) Maintain training manuals, materials and records for HSD review and approval, including providing print and electronic copies of all training materials to HSD as they are developed and subsequently as they are revised;
- c) Train staff to ensure continued effective operation of the CSSC, including training replacement staff and providing refresher or update training as needed;
- d) Train staff on all required HSD mandated topics, including, but not limited to, handling confidential information, Federal Tax Information (FTI), and computer security requirements;

- e) Coordinate training efforts with HSD program trainers, as requested by HSD; and
- f) Train both CSSC Contractor staff and appropriate HSD staff on use of the Contractor's technology supporting CSSC operations – e.g., IVR operation, CRM system use, script development.

e. CSSC Transition or Closeout

The CSSC Contractor shall, within 30 days of go-live, deliver to HSD a *CSSC Transition Plan* that documents transfer of services to HSD or to another contractor. The CSSC Contractor shall deliver a *draft CSSC Transition Plan* to the State for review, shall incorporate any State comments, and shall deliver a final *CSSC Transition Plan* that will be used to govern any required transition activities at contract end.

At the end of the contract, or at contract termination, the CSSC Contractor shall:

- 1) Deliver to HSD paper and electronic copies of all training manuals, materials and records used throughout the contract duration;
- 2) Turn over to the State of New Mexico, in a manner and form determined by HSD, all data, current and historical, related to this contract and to the services provided thereunder;
- 3) Sanitize and dispose of any equipment (e.g., PCs, storage devices) that may contain HSD data, in accordance with State standards; provide HSD certification of sanitization of all equipment that held HSD customer data.

f. Performance Measures

This section presents the minimum set of performance measures and goals that the CSSC Contractor must meet. The CSSC Contractor shall gather required data, and analyze and report on that data at intervals and in a form agreed upon with the HSD Contract Manager. The CSSC Contractor also shall perform trend and root-cause analyses to identify issues and opportunities for improvement, and shall proactive initiate changes to improve performance and service delivery.

Offerors are encouraged to identify additional measures and/or performance levels they recommend to help manage and deliver the highest quality service.

The CSSC Contractor shall, at a minimum, meet or exceed the following performance measures.

- 1) First Call Resolution. Resolve 87 percent of first customer calls without the necessity of referring the call to HSD CSED field staff. The resolution rate is calculated as the number of calls resolved without transfer, divided by the total number of calls. For this measure, the CSSC Contractor shall not be responsible for non-discretionary referrals, such as:

- a) License suspension;
 - b) Modification requests;
 - c) Appointment requests;
 - d) Follow-up to previous calls where system documentation does not indicate that field staff handled the original referral.
- 2) Abandonment Rate. Maintain a call abandonment rate that does not exceed 5 percent. Abandonment rate is calculated as the number of dropped customer calls, divided by the total number of calls.
- 3) Service Level. Answer 80 percent of calls within 20 seconds of receipt. This service level is calculated as the percent of calls answered within the predetermined time period.
- 4) Average Seconds to Answer (ASA). Average time to answer a call shall not exceed 60 seconds on any day of operations. ASA is calculated by the amount of time from when a customer call is received until the time a call is answered by an agent.
- 5) Caller Satisfaction. Maintain a customer complaint rate about the CSSC (e.g., staff, responsiveness, service, timeliness, etc.) under 1 percent of all incoming calls. This measure is calculated using the number of complaints for a specified period, divided by the total number of calls for the same period.

g. Reports

The CSSC Contractor shall provide the HSD Contract Manager and CSED management with verifiable daily, weekly, and/or monthly project status and statistical reports. These reports shall be delivered at a frequency and in a format to be agreed upon with the HSD Contract Manager within 30 days of contract award.

The following list represents the minimum elements on which the CSSC Contractor shall deliver reports. Offerors are encouraged to recommend report types, frequencies and formats that address individual elements or groups of elements, and to identify any additional reports that would enhance management and delivery of the highest quality service. Offerors also may recommend elimination of one or more of these reports or elements, but must provide the rationale for the recommendation and explain how the remaining or alternative reports would deliver greater value to the State.

The CSSC Contractor shall report on each of the agreed-upon performance measures detailed in the preceding subsection.

For the relevant agreed-upon reporting period(s), the CSSC Contractor also shall report on:

- 1) Number of calls received;
- 2) Number of calls answered during business hours;
- 3) Number of voice mails received during business hours;
- 4) Number of calls received during non-business hours;
- 5) Number and percentage of calls abandoned;
- 6) Average call talk times;
- 7) Average and maximum caller wait times for answered and abandoned calls;
- 8) Average hold times;
- 9) Average seconds to answer a call;
- 10) Average wrap-up time, post call;
- 11) Number of calls successfully resolved and percentage completion rate;
- 12) Number of customer complaints;
- 13) Number and percentage of calls referred to CSED for resolution;
- 14) Outbound call summary and detail; (returned voicemail messages)
- 15) IVR availability; (hearing reminders, appointment reminders, etc...)
- 16) KIDS Line IVR call summary and detail; (automated information available regarding payments received and distributed);
- 17) Call detail by subject type (e.g., KIDS Line IVR.);
- 18) Medical Insurance Verification call summary and detail for all child support enforcement, pursuant to Title IV-D of the Federal Social Security Act (IV-D). cases, and number of IV-D case dependents received from the State for matching with verified new insurance enrollment loaded into CSES by manual update;
- 19) NMSN activity summary and detail, including the number mailed and the number of updates manually entered into CSES.
- 20) Number of CSSC staff;
- 21) Customer satisfaction survey data;

- 22) Written correspondence and email activity, including quantity of correspondence received by type, number of correspondence responses, average customer wait time for a response, service levels, trends, and transfers to HSD staff;
- 23) Text message activity, including type and quantity of text messaging (including text blasts and individual texts and responses); and
- 24) Details of system or service disruptions.

4. Standards and Compliance

Throughout the contract duration and across all aspects of work performed under this contract (e.g., technology infrastructure, personnel, processes, facilities), the CSSC Contractor shall comply with all applicable State and Federal laws, regulations and standards. The CSSC Contractor shall comply with security, privacy and operational standards specified by the Healthcare Insurance Portability and Accountability Act (HIPAA), National Institute of Standards (NIST), Federal Information Processing Standards (FIPS), and Internal Revenue Service (IRS).

CSSC Contractor staff with access to HSD systems shall conform to HSD policies, including, but not limited to, HSD information technology standards for configuration, connectivity and security.

- a. The Contractor must provide documentation that assures that any access, tasks or other work performed remotely by its staff is consistent with HSD security standards in accordance with FIPS 1099, NIST 800-52, 8.300.2 New Mexico Administrative Code (NMAC), HIPAA policies, 45 C.F.R. subsection 160.103, IRS Publication 1075, and all privacy standards for governmental contractors.
- b. CSSC Contractor shall provide access to HSD systems only after submission and acceptance of required HSD security access documents.
- c. The CSSC Contractor shall notify the HSD Contract Manager within one (1) business day when any contracted staff member is no longer employed on this project or when a new member is added.
- d. The CSSC Contractor shall create a work environment for all CSSC staff that meets the standards set by the Occupational Safety and Health Administration (OSHA) for office/telephony work.
- e. All CSSC Contractor staff who access the CSES shall complete required HSD security training prior to access to ensure sensitive data is protected in accordance with applicable regulations.
- f. All CSSC Contractor staff shall be trained on HSD programs and policies.
- g. The CSSC Contractor shall ensure that services and solutions comply with federal security standards for use of cloud computing, if applicable.

- h. The CSSC Contractor shall ensure that services and solutions meet NIST standards for disaster recovery and for continuity of operations programs.
- i. CSSC Contractor services and solutions shall comply with Limited English Proficiency (LEP) standards.
- j. The CSSC Contractor's system shall provide a level of safety and security that will minimize loss or improper alternation of records and any improper system usage. The Contractor shall identify risks and shall design risk strategies and safeguards to protect each system component.
- k. The CSSC Contractor's site and system are subject to annual (or more frequent, if warranted) vulnerability testing to ensure compliance with HSD federal and state audit requirements.

5. HSD Support

Throughout the contract term, HSD will:

- a. Provide log-on access or direct system access through web services to HSD systems for approved Contractor team members.
- b. Enable transfer of files to or from HSD systems through Secure File Transfer Protocol (SFTP).
- c. Assist the Contractor with identifying and understanding requirements and information required from HSD systems for the contractor to operate the CSSC.
- d. Assist the Contractor in identifying requirements for required interfaces with HSD systems.
- e. Participate in definition of work flow and scripting requirements the Contractor must develop to ensure the Contractor's systems provided required business functionality for HSD programs.
- f. Review and approve Contractor deliverables.
- g. Assist with communications to outside agencies and/or entities.
- h. Identify state contact persons and facilitators to assist the Contractor in obtaining system-related information, in setting up meetings with HSD and other personnel, and in facilitating completion of other tasks.
- i. Review, evaluate and test the Contractor's work and work products (either by state staff or by an independent contractor).

- j. Advise the Contractor of incidents and facilitate communication between HSD personnel and the contractor; and
- k. Notify the Contractor of changes in applicable state and federal law, HSD policies, and systems.

HSD support does not relieve the Contractor of responsibility for quality assurance testing, or for adherence to all HSD policies and procedures and to state and federal laws and regulations.

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

B. TECHNICAL SPECIFICATIONS

This section describes requirements for Offeror proposals. Responses must address Offeror, as well as all subcontractors proposed to perform work under any contract resulting from this RFP.

1. Mandatory Corporate and Staff Experience

Offeror proposals must address the following requirements:

- a. Experience
 - 1) Briefly state how long Offeror has been performing services similar to those sought through this RFP.
 - 2) Describe in detail your organization's relevant CSSC-related experience for large private sector, state government or local government clients within the preceding five (5) years. Thoroughly describe Offeror's experience providing these services, as well as experience with developing, testing, implementing and operating technology infrastructure to operate in these environments. Indicate how many contracts to provide services similar to those requested through this RFP Offeror has performed within the last five (5) years, and what percentage of Offeror's business revenue was derived from those engagements.
 - 3) List all current contractual relationships with the State of New Mexico, if any, or of those completed with the previous five (5) years, if any. Include the contract number, contract term, and procuring state agency for each.
 - 4) Describe at least two successful, recent CSSC-related contracts for which the Offeror was the prime contractor. Describe how each experienced shaped your services, what lessons were learned, and what outcomes were achieved for the client. Address how Offeror will leverage previous CSSC-related experience to perform work for NM HSD.

- 5) Describe the professional experience and expertise of your staff, key personnel and subcontractors related to the HHS sector.

b. Personnel

- 1) Present an organization chart for your proposed CSSC staff structure, showing roles, relationships among team members, and identifying key personnel and other proposed staff by name. Include all Offeror employees, subcontractor employees, and any clerical staff required to deliver the work described in this RFP. Describe specific levels of experience and proposed job responsibilities for each position. Describe how this structure will function over the life of the CSSC contract. NOTE: Offerors shall not assume or propose the use of State staff to conduct any substantive work pursuant to this RFP, except as specifically stated herein.
- 2) Identify expertise and experience you believe are essential to successful performance of the CSSC contract, and explain how these relate to the requirements stated in this RFP. Correlate these types of expertise and/or experience to the background and capabilities of staff proposed for the CSSC contract. Explain where proposed staff will work and how that model will enable your staff to meet CSSC needs.
- 3) Identify the Key Personnel for this project, including at a minimum the four roles identified in Section V.A.1. Describe the relevant of proposed Key Personnel to (a) work of the type requested through this RFP and (b) their specific proposed roles for the CSSC. For all relevant experience, described in the proposal or in resumes, clearly identify the dates of the proposed team member's participation and information regarding the project or contract, including client type, client size, project/CSSC size, project scope. Experience should be within two (2) years of the current date. Include a resume for each Key Personnel role, as well as copies of documents showing any relevant professional certifications.
- 4) For each proposed Key Personnel team member, provide three (3) client references with name, organization, position title, telephone number(s) and email addresses for individuals who can give information on the proposed Key Personnel team member's experience and competence. Staff references from other personnel within the Offeror's organization are not acceptable. Such references will not be contacted and the Offeror will receive no credit for that reference.

NOTE: Offeror is responsible for verifying that the contact information for named references is current. The Evaluation Committee is not obligated to try to locate persons if the contact information provided by the Offeror is incorrect. Obsolete or incorrect contact information could result in a zero score in this category.

- 5) Describe how you would adjust staffing and/or expertise (e.g., add or replace staff) throughout the CSSC contract to ensure highest quality CSSC service delivery.
- 6) Describe the existing call center and related technology and systems Offeror proposes to use for the CSED CSSC. Include a thorough description (including narrative, lists, drawings, geographic location) of components and systems, security,

separation of data, agent support, supervisor workstations, connectivity, data storage, case management/CRM. Describe in detail how this technology architecture will be used to meet HSD requirements for the CSED CSSC, including both technical and operational specifications in this RFP.

- 7) Identify any additional technology Offeror proposes to implement to (a) meet minimum technology solution requirements specified in this RFP or (b) to deliver additional value to HSD. Provide a thorough description of such technology, explain how it will be integrated with existing Offeror systems, and explain the timeline and approach that will be used to ensure that these component(s) are fully implemented, tested and available within the CSSC schedule specified in this RFP. If Offeror is proposing additional technology(ies), explain the added value or benefits of the technology(ies). **(Any additional technologies and value added benefits will be reviewed but will not be evaluated and scored).**
- 8) Explain how Offeror will approach requirements definition, design, development and implementation of data transfer solution(s) to address CSSC requirements specified in this RFP. Identify Offeror's proposed team members experience with disciplined development (from requirements through implementation) of software or technology. Propose the specific steps, milestones, work products and timeline for this work to be initiated, performed and completed.
- 9) Explain in detail how the Offeror will execute all technology-related responsibilities for work to be performed under a contract resulting from this RFP, including at a minimum:
 - a) Maintains the technology infrastructure needed to support CSSC operations, including maintaining currency of software, hardware and other components; Will address back-up and recovery to protect data and to ensure continuity of CSSC services.
 - b) Addresses security – including, at a minimum, facility/physical, personnel, technology, data, and communications.
 - c) Responds to technology failures or disruptions, including, at a minimum, staffing, response times, vendor support, and other techniques used to maintain continuous service.
- 10) Provide a draft CSSC Disaster Recovery Plan addressing Offeror's full infrastructure, and explaining how Offeror plans to minimize effects of service breaks due to factors such as weather, power outages, technology problems or malfunctions (including hardware, software, telecommunications, network, data). Describe all steps Offeror will take to restore system service, including customer service and data communications. Describe how CSSC agents will be able to receive calls at the CSSC if the IVR or other major system component is out of service.

2. Mandatory Technical Specifications

- 1) Describe the existing call center and related technology and systems Offeror proposes to use for the CSED CSSC. Include a thorough description (including narrative, lists, drawings, geographic location) of components and systems, security, separation of data, agent support, supervisor workstations, connectivity, data storage, case management/CRM. Describe **in detail** how this technology architecture will be used to meet HSD requirements for the CSED CSSC, including both technical and operational specifications in this RFP.
- 2) Identify any additional technology Offeror proposes to implement to (a) meet minimum technology solution requirements specified in this RFP or (b) to deliver additional value to HSD. Provide a thorough description of such technology, explain how it will be integrated with existing Offeror systems, and explain the timeline and approach that will be used to ensure that these component(s) are fully implemented, tested and available within the CSSC schedule specified in this RFP. If Offeror is proposing additional technology(ies), explain the added value or benefits of the technology(ies).
- 3) Explain how Offeror will approach requirements definition, design, development and implementation of data transfer solution(s) to address CSSC requirements specified in this RFP. Identify Offeror's proposed team members experience with disciplined development (from requirements through implementation) of software or technology. Propose the specific steps, milestones, work products and timeline for this work to be initiated, performed and completed.
- 4) Explain in detail how the Offeror will execute all technology-related responsibilities for work to be performed under a contract resulting from this RFP, including at a minimum:
 - a) Maintains the technology infrastructure needed to support CSSC operations, including maintaining currency of software, hardware and other components; Will address back-up and recovery to protect data and to ensure continuity of CSSC services.
 - b) Addresses security – including, at a minimum, facility/physical, personnel, technology, data, and communications.
 - c) Responds to technology failures or disruptions, including, at a minimum, staffing, response times, vendor support, and other techniques used to maintain continuous service.
 - d) Provide a draft CSSC Disaster Recovery Plan addressing Offeror's full infrastructure, and explaining how Offeror plans to minimize effects of service breaks due to factors such as weather, power outages, technology problems or malfunctions (including hardware, software, telecommunications, network, data). Describe all steps Offeror will take to restore system service, including customer service and data communications. Describe how CSSC agents will be able to

receive calls at the CSSC if the IVR or other major system component is out of service.

3. Organization References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit APPENDIX H, Organization Reference Form, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before date proposals are due as indicated in the Sequence of Events for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

4. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

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

2. Performance Surety Bond

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A statement of concurrence must be submitted in the Offeror's proposal.**

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX F. The form **must** be completed and must be signed by the person authorized to obligate the company.

4. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX C)

5. Cost

Offerors must complete the Cost Response Form in APPENDIX J. Cost will be measured by the formula laid out in Section V. All charges listed on APPENDIX J must be justified and evidence of need documented in the proposal.

D. DESIRABLE SPECIFICATIONS *(Desirable Specifications are optional and not required by the vendor to be responsive to the RFP; Any additional technologies and value added benefits will be reviewed but will not be evaluated and scored).*

HSD is seeking cost-effective ways to leverage alternative or additional technologies to enhance customer service (e.g., timeliness, quality, accuracy, ease of access), while maintaining an efficient cost profile and/or reducing burden in other areas. Offerors are encouraged to propose solutions and approaches that exceed the minimum requirements creatively use technology or process to

increase CSSC efficiency, and/or exceed minimum performance standards. Please propose and describe what your organization could offer HSD to address these specifications.

V. EVALUATION

A. EVALUATION CRITERIA

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals. *The evaluation team will use a consensus scoring process. Only the final committee score sheet will be retained.*

TABLE 2 - Evaluation Scoring Summary

	EVALUATION FACTORS	POINTS AVAILABLE
1	Key Personnel and Staff Qualifications	50
2	Technical Requirements	50
3	Mandatory Operational Requirements	200
4	Mandatory Corporate and Staff Experience	100
5	Mandatory Technical Specifications	200
6	Oral Presentation	100
7	Cost	300
	NM Preferences (NM Preference Points will NOT be awarded)	
	TOTAL	1,000

B. EVALUATION FACTORS

A maximum of 1,000 points may be awarded based upon the quality and thoroughness of the Offeror's response to each evaluation factor as follows.

1. Key Personnel and Staff Qualifications (50 Points)

Points will be awarded based on an evaluation of key personnel as described in Section IV.A.1. This Section describes the key personnel and staff necessary to perform the work described in this RFP.

2. Technical Requirements (50 Points)

Points will be awarded based on an evaluation of key personnel as described in Section IV.A.2. This Section describes the technical requirements necessary to perform the work described in this RFP.

3. Mandatory Operational Requirements (200 Points)

Points will be awarded based on the quality, completeness and relevance of the Offeror's response to the operational requirements specified in this RFP.

4. Mandatory Corporate and Staff Experience (100 Points)

Points for the Offeror organization’s experience, including all staff and subcontractors, will be awarded based on the response thoroughness and clarity, the breadth and depth of engagements cited, and an evaluation of the Offeror’s documented work performed for previous clients receiving similar services to those proposed.

5. Mandatory Technical Specifications (200 Points)

Points will be awarded based on the quality, completeness and relevance of the Offeror’s response – including but not limited to proposed approach, technology architecture, use of tools and methods – to the technical specifications and requirements of this RFP.

6. Oral Presentation and Demonstration (100 Points)

If selected as a finalist, Offeror may be required to present an overview of its proposal to the Evaluation Committee, to give the Committee the opportunity to interview proposed Key Personnel, to ask questions, to seek clarifications to better understand Offeror’s proposal, and to better assess Offeror’s ability to fulfill the requirements outlined in the RFP.

If the State chooses to invite Offerors to make oral presentations and/or demonstrations, invited Offerors will be evaluated based upon presentation quality, content and relevance to HSD requirements; capabilities and fit of proposed Offeror staff to HSD requirements and environment; and responses to questions.

7. Cost (300 points)

Each Offeror’s technical proposal will be adjusted, or normalized, using the following formula: *(Lowest Offeror Proposed Cost) divided by (This Offeror's Proposed Cost) multiplied by 300 to produce the (Total Award Points).*

$$\text{Lowest Equivalent Total Cost} \\ \text{Offeror's Points} = \frac{\text{-----}}{\text{Offeror's Total Cost}} \times 300 \text{ Points Allowed}$$

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 J of this RFP.

TABLE 3 – Mandatory Evaluation Summary Pass/Fail

	EVALUATION FACTORS	POINTS AVAILABLE
1	Suspension and Debarment Requirement Form	Pass/Fail
2	Campaign Contribution Disclosure Form	Pass/Fail
3	New Mexico Employees Health Coverage Form	Pass/Fail
4	Employee Pay Equity Reporting (Statement of Concurrence)	Pass/Fail
5	Conflict of Interest Affidavit	Pass/Fail
6	Letter of Transmittal Form	Pass/Fail
7	Safeguarding IRS Federal Tax Information	Pass/Fail
8	Offeror’s Organization References Form	Pass/Fail
9	Financial Stability	Pass/Fail
10	Performance Surety Bond	Pass/Fail
11	No offshore contractors (Statement of Concurrence)	Pass/Fail

Failure to complete and return the following forms with the proposal (whether applicable or not to your organization) will result in disqualification. If not applicable, return the form and state “not applicable.”

- Suspension and Debarment Requirement Form (Pass/Fail)
- Campaign Contribution Disclosure Form (Pass/Fail):
Offerors shall complete, sign, and return the Campaign Contribution Disclosure Form (See Appendix C- “Campaign Contribution 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.
- New Mexico Employees Health Coverage Form (Pass/Fail)
- Employee Pay Equity Reporting-Statement of Concurrence
- Conflict of Interest Affidavit (Pass/Fail)
- Letter of Transmittal (Pass/Fail)
- Safeguarding IRS Federal Tax Information (Pass/Fail)
- Offeror’s Organizational References Form (Pass/Fail)
- Financial Stability (Pass/Fail)
- Performance Surety Bond (Pass/Fail)
- A statement of concurrence stating the Offeror and its subcontractor(s) are headquartered and physically located in the United States and all services are provided in the United States. (Pass/Fail)

C. 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 may 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. 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, as determined by the Evaluation Committee, 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 used for final evaluation and calculation of 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.

LIST OF APPENDICES:

- Appendix A- Acknowledgment of Receipt Form
- Appendix B- Suspension and Debarment Requirement Form
- Appendix C- Campaign Contribution Disclosure Form
- Appendix D- New Mexico Employees Health Coverage Form
- Appendix E- Conflict of Interest Affidavit
- Appendix F- Letter of Transmittal Form
- Appendix G- Safeguarding IRS Federal Tax Information
- Appendix H- Offeror's Organization References Form
- Appendix I- Sample Service Agreement
- Appendix J- Cost Response Form

APPENDIX A-ACKNOWLEDGEMENT OF RECEIPT FORM

**ACKNOWLEDGEMENT OF RECEIPT FORM
REQUEST FOR PROPOSAL
CSED Customer Support Service Center
RFP # 60-630-15-30594**

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than date indicated in Sequence of Events. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

**Peter Barrington, Procurement Manager
CSED Customer Support Service Center- RFP # 60-630-15-30594
State Purchasing Division
1100 St. Francis Dr. Room 2016
Santa Fe, NM 87505
E-mail: Peter.Barrington@state.nm.us**

APPENDIX B-SUSPENSION AND DEBARMENT REQUIREMENT FORM

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-responsible. Furthermore, the Offeror shall provide immediate written notice to the Procurement Manager for this RFP if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

Status	Yes	No
Are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency.		
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: 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 _____

Printed Name: _____ Title _____

APPENDIX C-CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

APPENDIX D-NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:
 - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
 - (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the State.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link to additional information <http://www.insurenwemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: _____

Date_____

APPENDIX E-CONFLICT OF INTEREST AFFIDAVIT

CONFLICT OF INTEREST FORM

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

1. I am a former employee of the _____ (name of Department/Agency), having separated/retired from State employment as of _____ (date).
2. I am a current employee of the _____ (name of Department/Agency), or a legislator with the State, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the State. Being a current employee or legislator or family member of a current employee or legislator of the State, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.
3. The Department/Agency and I have entered into a agreement in the amount of \$_____.
4. Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.
5. To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

Name

Subscribed and sworn to before me by _____(name of former employee) this ____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires:

APPENDIX F-LETTER OF TRANSMITTAL FORM

LETTER OF TRANSMITTAL FORM

RFP#: _____

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

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

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

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

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

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

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

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

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

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

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

APPENDIX G-SAFEGUARDING IRS FEDERAL TAX INFORMATION

SAFEGUARDING IRS FEDERAL TAX INFORMATION

PERFORMANCE

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

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

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

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

(4) The Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(7) No work involving FTI furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

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

CRIMINAL/CIVIL SANCTIONS

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

(2) Each officer or employee of any person to whom FTI is or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

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

(4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Contractor should sign, either with ink or electronic signature, a confidentiality

statement certifying their understanding of the security requirements (reference Section 10 in IRS Publication 1075).

INSPECTION

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

Signature of Offeror: _____ Date_____

APPENDIX H-OFFEROR'S ORGANIZATION REFERENCE FORM

RFP #60-630-15-30594
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror’s experience relevant to the scope of work in an effort to establish Offeror’s responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Procurement Manager listed below by the date indicated in the Sequence of Events for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

Peter Barrington, Procurement Manager
Administrative Support Bureau
Child Support Enforcement Division
NM Human Services Department
PO Box 25110
Santa Fe, NM 87502
505-827-1314
Peter.Barrington@state.nm.us

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description;	
Project dates (starting and ending);	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

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

8. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS:

APPENDIX I-SAMPLE CONTRACT

SAMPLE CONTRACT

CONTRACT NO. **XXX**

STATE OF NEW MEXICO
FOR
Goods or Services

THIS AGREEMENT is made and entered into by and between the **<Enter you agency Name>**, State of New Mexico, herein after referred to as the "agency", and **<Enter Vendor Name>** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions** [Alphabetize after list of standard clauses and required definitions are agreed upon. Remove those definitions which do not belong or are not relevant to the present Agreement.]

A. "Agreement Administrator" means the individual appointed by the SPA to administer the Price Agreement. [Remove this language if this is a not a Price Agreement but is a contract between the Contractor and a single agency or entity.]

B. "Procuring Agency" means an agency of the executive, legislative or judicial branches of New Mexico state government as well as local public bodies including cities, counties, public schools and institutions of higher education.

C. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

D. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

E. "Local public body" means every political subdivision of the state and the agencies, instrumentalities and institutions thereof.

F. "New Mexico State Purchasing Agent" or "NMSPA" means the purchasing agent for the State of New Mexico or a designated representative. May be used interchangeably with "State Purchasing Agent" or "SPA".

G. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the Contractor to furnish items of tangible personal property or service to the procuring agency which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any. [Remove this language if this is a not a Price Agreement but is a contract between the Contractor and a single agency or entity.]

H. "Procuring agency" means any state agency or local public body that chooses to procure products or services under this Agreement. Other units of government, including cities,

counties, school districts, institutions of higher education and other jurisdictions not subject to the procurement authority of the SPA, are authorized to buy from this Agreement.

I. “Products and Services schedule” refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

J. “You” and “your” refers to **(Contract Name)**. “We,” “us” or “our” refers to the State of New Mexico, agencies, commissions, institutions, political sub-divisions and local public bodies allowed by law to participate in the Agreement and whose accounts are created under this Agreement.

2. **Scope of Work** **Enter the contract SOW for the present Agreement**

3. **Compensation**

The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 \$		
02 \$		

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.]**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the agency shall determine if the product or services provided meet specifications. No payment shall be made for any products or services until the products or services have been accepted in writing by the procuring agency. Unless otherwise agreed upon between the procuring agency and the Contractor, within fifteen (15) days from the date the procuring agency receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring agency shall issue a written certification of complete or partial acceptance or rejection of the products or services. Unless the procuring agency gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Issuance of Orders - Only written signed orders are valid under this Price Agreement. A Purchase Order is the approved form for state agencies issuing Contract Orders under this Price Agreement. Other authorized government entities may utilize Purchase Orders or forms adapted by them for their own

use. [Remove this language if this is a not a Price Agreement but is a contract between the Contractor and a single agency or entity.]

- C. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The Procuring Agencies and the State agree to pay in full the balance shown on each account's statement, by the due date shown on said statement.
- D. Late Charges: If the State fails to pay as required above, the Contractor may assess a late fee on the unpaid balance of more than 60 days. Late fees will be assess at a rate based upon the billing address of each State or Procuring Agency account; therefore, the periodic (monthly) late fee rate shall be 1.5% and the corresponding Annual Percentage Rate for the State of New Mexico will be 18%. No late fee on new purchases will be assessed during the billing cycle when the purchase was made.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on **DATE**. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of **XXXX** years in accordance with NMSA 1978 §13-1-150.

6. **Default and Force Majeure**

The State reserves the right to cancel all or any part of any orders placed under this contract without cost to the State, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subContractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subContractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, 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 17, "Appropriations", of this Agreement.

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

8. Amendment

[Use this language if this Agreement is a Price Agreement:] This Price Agreement may be amended by mutual Agreement of the State Purchasing Agent and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS issued prior to the effective date of the amendment as mutually agreed upon, and as published by the State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided for in the bid and contract documents.

[Use this language if this Agreement is a contract between a Contractor and a single agency or entity:]

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

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of

receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor’s agents and employees, are independent Contractors for the agency and are not employees of the State of New Mexico. The Contractor, and Contractor’s 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 the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

[Use this language if this Agreement is a Price Agreement:]

A. Neither this price Agreement nor any orders placed under this price Agreement, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 10B below or as expressly authorized in writing by the State Purchasing Agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this price Agreement.

B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

[Use this language if this Agreement is a contract between a Contractor and a single agency or entity:]

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

11. **Subcontracting**

[Use this language if this Agreement is a Price Agreement:]

The Contractor shall not subcontract any portion of any services to be performed under this Agreement without written approval from the State Purchasing Agent. The following subContractor(s) have been approved to supply resources for this Agreement
<_____>.

[Use this language if this Agreement is a contract between a Contractor and a single agency or entity:]

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

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

13. **Inspection of Plant**

The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the agency, the State Auditor and other appropriate state and federal authorities. The agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the agency to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **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 shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

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

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

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

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii)

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

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 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 Paragraph .

21. **Approval of Contractor Representative(s)**

The agency reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the agency, adequately serving the needs of the State of New Mexico.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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 bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, 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, rules, and regulations, and executive orders of the Governor 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, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the state and its agencies and employees harmless and shall indemnify the state and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the agency, its officers or employees.

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://insurenwnewmexico.state.nm.us/>.

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the agency, or any procuring agency, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the agency's, or the procuring agency's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Arbitration**

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

30. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or agency or entity; and (5) the Contractor's response to the request for proposals.

31. **Workers' Compensation**

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

32. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

33. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and

material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or

(2) terminate the contract for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PURCHASING AGENT'S OR OTHER PARTY'S TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

34. **Insurance**

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property

damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

35. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

36. **Invalid Term or Condition**

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

37. **Enforcement of Agreement**

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

38. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the state and its agencies against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the agency based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the state for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the agency shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. 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 option and expense:

i. provide the agency the right to continue using the product or service and fully indemnify the agency against all claims that may arise out of the agency's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. 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 agency to the extent such modification is the cause of the claim.

39. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement

40. **Employee Pay Equity Reporting**

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

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

41. **Disclosure Regarding Responsibility**

Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

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

has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:

the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;

violation of Federal or state antitrust statutes related to the submission of offers; or

the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph B of this disclosure;

has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

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

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.

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 Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

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

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

42. **Public Works Minimum Wage Act**

If this contract is in excess of sixty thousand dollars (\$60,000) and is for construction alteration, demolition or repair (or any combination of these including painting and decorating of state public buildings, state public works or state public roads and requires or involves the employment of mechanics, laborers or both), the requirements of the Public Works Minimum Wage Act, as set forth in Sections 13-4-10 through 13-4-17 are hereby incorporated into this Contract.

The minimum wages and fringe benefits to be paid to various classes of laborers and mechanics at all tiers under this contract shall be based upon the wages and benefits determined by the Director of the Labor Relations Division of the New Mexico Department of Workforce Solutions at the time of individual contract award under the authority of Sections 13-4-10 through 13-4-17 NMSA 1978. Using Agencies are responsible for contacting the Labor Relations Division for the current wage rate decision applicable to any resultant contract issued under this agreement and incorporation therein.

Such incorporated Wage Decision shall stipulate the Contractor, Subcontractor, Employer, or person acting as Contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Subsection B of Section 13-4-11 NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

The Contractor receiving any such award to which the Act applies shall cause this provision to be placed in all subcontracts awarded by Contractor.

In the event during performance under this Contract, if the Director of the Labor Relations Division makes a written finding that any laborer or mechanic employed on the site of the project has been or is being paid as a result of a willful violation a wage rate or fringe benefit rate less than the rates required, the contracting Agency may, by written notice to the Contractor, subcontractor, employer or person acting as a Contractor, terminate the right to proceed with the work or part of the work as to which there has been a willful violation to pay the required wages or fringe benefits, and the contracting Agency may prosecute the work to completion by contract or otherwise, and the Contractor or person acting as a Contractor and the Contractor's or person's sureties shall be liable to the State for any excess costs occasioned thereby. Any party receiving notice of termination of a project or subcontract may appeal the finding of the Director of the Labor Relations Division as provided in the Public Works Minimum Wage Act.

43. **Suspension, Delay or Interruption of Work**

The State Purchasing Agent or other party to this Agreement may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the State Purchasing Agent or other party to this Agreement may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

44. **Administrative Fees**

(If there is an Administrative Fee to this contract, include the following language:)

The Contractor agrees to provide a utilization report on all sales and/or services and fees to the agreement administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

The periodic report shall include the gross total sales for the period subtotaled by procuring agency or local public body name. Please note that the SPD is interested in the distinction between sales to state agencies and those to local public bodies (such as cities and counties) to evaluate to whom SPD contracts are most beneficial. Such information will aid in strategically sourcing future procurements to ensure SPD is meeting the needs of its customers.

The reports shall be accompanied with a check payable to the State Purchasing Division for an amount equal to the three quarters of one percent (0.75%) of the total sales for the period.

(If there is no Administrative Fee attached to this contract use the following language:)
RESERVED.

45. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph 45. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

[Use this language if this Agreement is a Price Agreement:]

To agency: Lawrence O. Maxwell, State Purchasing Agent

Office address: 1100 South St. Francis Drive
(for express carrier Joseph M. Montoya Building, Rm. 2016
and hand deliveries) Santa Fe, New Mexico 87505-4108
(505) 827-0472 (voice)
(505) 827-2484 (fax)
Lawrence.maxwell@state.nm.us

[Use this language if this Agreement is a contract between a Contractor and a single agency or entity:]

To Agency: Enter Agency information
Office Address:
Telephone:
Fax:
Email:

To Contractor: Enter Contractors information

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph 44. The carrier for mail delivery and notices shall be the agent of the sender.

46. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

47. **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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by:

STATE OF NEW MEXICO

General Services Department [strike GSD signature block or mark "N/A" if not required and replace with Agency signature block]

(Contractor)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

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

TAXATION AND REVENUE DEPARTMENT

ID NO.: (_____)

BY: _____

DATE: _____

This Agreement has been approved by the State Purchasing Agent of New Mexico:

State Purchasing Agent

Date

APPENDIX J-COST RESPONSE FORM

COST RESPONSE FORM

Description	Type	Quantity	Cost per Item

Example Format: Base Period: (xx/xx/xxxx thru xx/xx/xxxx) Price: \$
 (includes all labor, materials, equipment, transportation, fees and taxes to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 1: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$_____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 2: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$_____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 3: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$_____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 4: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$_____

(includes all labor, materials, equipment, transportation, fees and taxes to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)