

**RISK MANAGEMENT DIVISION
OF THE
GENERAL SERVICES DEPARTMENT**

REQUEST FOR PROPOSALS (RFP)

**RISK MANAGEMENT INFORMATION SYSTEM
REPLACEMENT PROJECT**



RFP#

90-350-19-08638

Issue Date: March 21, 2019

Proposal Due Date: April 30, 2019

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Risk Management Division (RMD), of the New Mexico General Services Department (GSD) is seeking proposals from qualified Offerors for the purposes of acquiring and installing a Risk Management Information System (RMIS) that will replace the current legacy system. Qualified Offeror proposals shall include a proven Commercial Off-The-Shelf (COTS) solution that is in production operation in another state agency or a private sector enterprise with comparable record volume plus application functionality described in this document.

Only proven software products will be considered. **The Agency is not interested in nor will it consider procuring professional services to design and develop a new Risk Management Information System from scratch.** Only complete solutions that fulfill the specifications and requirement of this RFP will be considered. The Agency will not accept proposals for only a portion of the required solution (e.g. electronic document content management and/or workflow).

The procurement will result in a contract award to a single Offeror, which shall be wholly responsible for performance of the resulting contract whether or not subcontractors are used.

The Agency's objectives for the RMIS replacement project include the following:

- Implement a Commercial Off-The-Shelf (COTS) RMIS product that will improve RMD's data collection process leading to improvements in claims processing times;
- Increase staff productivity by implementing a software solution that provides self-service portal facilities where constituents can enter claim requests and where data entry validations occur immediately to eliminate bad data and exception processing by RMD staff members;
- Improve data analysis and management decision making processes by reducing the time required to develop system reports by implementing a software product designed and formatted with existing reports allowing RMD personnel to filter, sort and extract information for further analysis; and
- Incorporate claims best practices by implementing a proven software product designed and built utilizing industry best practices for claims processing.

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the following:

- The procurement of a Risk Management Information System;
- Services associated with the installation and configuration of hardware and software products required to operate the modernized RMIS solution in multiple computing environments to support development, testing and production regions;
- Services associated with migrating existing legacy data to the new RMIS product;
- Services associated with conducting User Acceptance Testing utilizing proven methodologies for identifying and tracking Testing Results;

- Services associated with training Agency staff members and external users;
- Services associated with implementing a proven version control process of migrating software and databases to the Production environment;
- Services with providing post-implementation support.
- Services associated with providing warranty and maintenance support on the RMIS modernized product.

B. BACKGROUND INFORMATION

RMD was created to protect and conserve the state's human and physical resources and financial assets. RMD provides multi-line insurance coverage, employee health benefits programs, loss prevention and control initiatives, dispute prevention and resolution services, and legal defense for the State of New Mexico. RMD acts as a self-insured carrier providing property and casualty, disability, workers' compensation and life insurance coverage for 153 state agencies and multiple local public bodies, encompassing coverage for approximately 24,000 employees. RMD also provides legal defense for state employees from tort claims filed against them while performing job duties associated with their employment with the State.

Since 2001, RMD has used the legacy Risk Management Information System (RMIS) to manage and process claims. In 2010, the RMIS product received an upgrade to a .NET framework; however, the underlying architecture is based on an aged Visual Basic (6) technology. Over the years, software modifications to the RMIS enhanced functionality required to accommodate changes in business requirements but those efforts resulted in a system that is difficult to maintain.

The Agency is moving towards an improved business service model which will increase the Agency's staff efficiencies and reduce or eliminate redundant processes. By implementing a modernized Risk Management Information System, the Agency will also enable efficient, accurate, timely, and cost-effective program administration.

The Agency is committed to a customer-centric solution that provides enhanced access and integration. It is highly desirable that the new solution provide the Agency with the ability to manage technical and business requirements with user-configurable data items and modular application code to allow quick and cost-effective adaptation to the Agency's changing business needs.

C. PROCUREMENT MANAGER

1. The Risk Management Division of the New Mexico General Services Department 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:

Name: Karen Baltzley, Procurement Manager
Address: Joseph M. Montoya State Office Building
1100 South St. Francis Drive
Santa Fe, New Mexico 87505
Telephone: (505) 827-2959

Fax: (505) 827-2865
Email: Karen.Baltzley@state.nm.us

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Karen Baltzley, Procurement Manager c/o Natalie Martinez
Reference RFP Name: Risk Management Information System
RFP#: 90-350-19-08638
Address: State Purchasing Division
1100 South St. Francis Drive, Room 2016
Santa Fe, New Mexico 87505

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, 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.** 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.

D. DEFINITION OF TERMINOLOGY

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

“**Agency**” means the Risk Management 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 Time, whichever is in effect on the date given.

“**Business Rules Engine**” means a software component that executes business rules that have been externalized from application code as part of a business rules approach, allowing the business users to modify the rules, frequently without the need of IT staff intervention.

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

“Commercial Off-The-Shelf Software (COTS)” means software that is composed of pre-existing, proven components.

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

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

“Customer” means any individual or entity that does business or engages in transactions with the Agency.

“Customer relationship management (CRM)” means a model for managing a company’s interactions with current and future customers. It involves using technology to organize, automate, and synchronize sales, marketing, customer service, and technical support.

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

“Demonstration” means showing the Evaluation Committee how the Proposed System operates and meets the requirements for this RFP using materials and/or data provided by the Finalist Offeror.

“Demonstration Prototype” means the unmodified Proposed System with example data and dummy interfaces and/or files that are required to properly demonstrate the functionality of the Proposed System. PDF files may be used to represent proposed screens or other functionality.

“Department of Information Technology” or **“DoIT”** means the New Mexico Department of Information Technology which is responsible for operating the data center and all communications related services for the State of New Mexico. DoIT has the responsibility to review all Solicitations involving any form of information technology for technical sufficiency.

“Desirable “D” or **Highly Desirable “HD”**—The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or highly desirable discretionary item or factor (as opposed to “mandatory”). Highly desirable specifications will receive greater consideration during the evaluation of proposals than desirable specifications

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

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

“**Document Management**” means an integrated capability to capture, store, and manage document content for both inbound and outbound documents that may be accessed at a future date by Agency personnel on-line.

“**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 USB flash drive. The electronic version/copy can NOT be emailed.

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

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

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

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

“**GSD-RMD**” or “**RMD**” means the Risk Management Division of GSD.

“**GSD-SPD**” or “**SPD**” means the State Purchasing Division of GSD.

“**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.

“**Interface**” means the transmission of data that will allow for efficient and logical interaction with other applicable systems.

“**IT**” means Information Technology.

“**Key Personnel**” means the staff provided by a Contractor or a Subcontractor. Key Personnel will include at a minimum the project manager, application development/implementation manager, user acceptance testing lead, training lead, system architect, and the Offeror’s company executive with the responsibility for the overall performance of the Contract. Key Personnel staff will appear on-site.

“**Licenser**” means the Contractor or Subcontractor who can grant a software usage license to the Agency.

“**LPCB**” means the Loss Prevention Control Bureau in the Risk Management Division.

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

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

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and 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.

“**Mountain Time**” means the local time in the Mountain Time Zone.

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

“**PAC**” means the Property and Casualty Bureau in the Risk Management Division.

“**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.

“**Prime Contractor**” means a Contractor who has full responsibility for performance under the Contract. The Prime Contractor will be the sole point of contact with the Agency relative to Contract performance, shall be the signatory to the Contract, and is responsible for the overall performance of the Contract.

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

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

“**Procurement Distribution List**” means a list for potential Offerors who have submitted “Acknowledgement of Receipt of Request for Proposals Form” found in Appendix A. The Procurement Distribution List will be used for the distribution of written responses to questions and any RFP amendments.

“**Procurement Library**” means a repository of documents and/or links to documents that contain information the Agency believes may be helpful for the Offeror for the preparation of a Responsive Proposal.

“**Product**” shall mean software source or object code, system technical documentation, user documentation, training materials or other items of tangible personal property developed by or delivered from the Contractor to the Agency under the terms and conditions of the Contract.

“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.

“Project Manager” shall mean a qualified person appointed by Agency who is responsible for all aspects of the Project including planning, coordinating and managing the implementation of the customized Proposed System.

“Proposed Solution” means the Proposed System with modifications that meet the Agency’s requirements as set forth in this RFP.

“Proposed System” means the assembly of an operational group of computer programs that will perform, without modification, a significant portion of the functional requirements contained in this RFP. The Proposed System should include system interfaces and conversion tools as well as Contractor supplied or recommended third party software products required to properly design, develop, test, train, implement, interface, tune, and operate the Proposed Solution. The Proposed System should include document management, workflow, rules engine, claims management, risk management analytics engine, and a customer relationship management functionality.

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

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

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

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

“RMD” means the Risk Management Division of the State of New Mexico General Services Department.

“Risk Management Information System (RMIS)” means the system used by the Risk Management Division to manage and process Workers’ Compensation, Torte and Liability claims and manage loss and exposure to risk.

“Rules Engine” means a software system that executes one or more business rules in a run-time production environment. A business rule system enables policies and other operational decisions to be defined, tested, executed and maintained separately from application code.

“**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.

“**SHARE**” means the State of New Mexico’s PeopleSoft enterprise resource planning (ERP) system. SHARE combines the state’s accounting, human resource, payroll, and purchasing functions into an integrated statewide system. The Agency uses Share for its accounting system.

“**Software**” means the Risk Management Information System software as well as software required for the operation of the Proposed Solution.

“**Software Life Cycle**” means the period that begins when a software product is conceived and ends when the software is no longer available for use. The Software Life Cycle typically includes a concept phase, requirements phase, design phase, implementation phase, test phase, installation, and checkout phase, operation and maintenance phase, and, sometimes, retirement phase.

“**Solicitations**” means RFPs.

“**SPD**” means State Purchasing Division of the State of New Mexico 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.)

“Statewide Human Resources, Accounting, and Reporting Enterprise (SHARE)” means the State of New Mexico’s PeopleSoft-based Enterprise Resource Planning System used by the General Services Department Risk Management Division.

“Subject Matter Expert” or **“SME”** means an Agency employee with expert knowledge of a portion of the functional, operational or technical requirements of the Risk Management Information System.

“System Development Life Cycle” or **“SDLC”** means the process of creating or altering information systems, and the models and methodologies that people use to develop these systems.

“System Enhancements” means Agency defined modifications to the application systems to address legislative, processing or management mandates.

“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.

“WCA” means the New Mexico Workers’ Compensation Administration.

“WCB” means the Workers’ Compensation Bureau in the Risk Management Division.

“Workflow” means an automated generation of steps within a defined process that routes information to the appropriate personnel so that each step within the process gets addressed and routed correctly to complete a process.

“Work Products” means the documented results of the Scope of Work activities developed and reviewed per the requirements stated within a Purchase Order. One or more work products collectively form a deliverable. Work products may include but not be limited to presentation materials, training presentations and/or related training materials, programming, system testing materials, system operating instructions and any other directly related documents.

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

E. 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.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates Sample Time Frames
1. Issue RFP	SPD	<i>March 21, 2019</i>
2. Distribution List Response	Potential Offerors	<i>March 26, 2019 at 3pm MT</i>
3. Pre-Proposal Conference	Agency	<i>April 4, 2019 at 2pm MT</i>
4. Deadline to submit Questions	Potential Offerors	<i>April 12, 2019 at 3pm MT</i>
5. Response to Written Questions	Procurement Manager	<i>April 19, 2019</i>
6. Submission of Proposal	Potential Offerors	<i>April 30, 2019 no later than 3pm MT</i>
7. Proposal Evaluation	Evaluation Committee	<i>May 2 to May 17, 2019</i>
8. Selection of Finalists	Evaluation Committee	<i>May 20, 2019</i>
9. Best and Final Offers	Finalist Offerors	<i>May 28, 2019 no later than 3pm MT</i>
10. Proposal Presentations and Demonstrations by Finalists	Finalist Offerors	<i>June 4, 2019 to June 6, 2019</i>
11. Finalize Contractual Agreements	Agency/Finalist Offerors	<i>June 7, 2019 to June 28, 2019</i>
12. Contract Awards	Agency/ Finalist Offerors	<i>June 28, 2019</i>
13. Protest Deadline	SPD	<i>July 15, 2019</i>

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 General Services Department, Risk Management Division, on **March 21, 2019**.

2. Distribution List Response

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by **3:00 pm Mountain Time on March 26, 2019**.

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 on **April 4, 2019 beginning at 2pm Mountain Time** at the following location:

General Services Department
State Purchasing Division
Room Number: State Purchasing Bid Room
Joseph Montoya Building
First Floor
1100 South St. Francis Drive
Santa Fe, New Mexico 87505

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.

Potential Offeror(s) can participate in the Pre-Proposal Conference via the following GoTo Meeting facilities:

RMIS RFP Pre-Proposal Conference - Thursday, April 4, 2019 2:00 PM - 3:30 PM MT

Please join my meeting from your computer, tablet or smartphone

- <https://global.gotomeeting.com/join/648883749>

You can also dial in using your phone

- United States: +1 (872) 240-3212
- Access Code: 648-883-749

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 **April 12, 2019 at 3:00 p.m. Mountain Time** as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

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

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 TIME ON April 30, 2019**. 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 following address (**except for electronic submissions through SPD's electronic procurement system**):

Karen Baltzley
Procurement Manager c/o Natalie Martinez
Risk Management Information System
RFP#90-350-19-08638
State Purchasing Division, General Services Department
Joseph M. Montoya State Office Building, Room 2016
1100 South St. Francis Drive
Santa Fe, New Mexico 87505

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the;

Risk Management Information System RFP#: 90-350-19-08638

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 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 **NO LATER THAN 3:00 PM MOUNTAIN TIME on or before May 28, 2019** or as soon as possible. The date and time will be recorded on each Best and Final Offer. Finalist offerors shall submit one (1) signed original and seven (7) copies of their Best and Final Offer to the Procurement Manager as follows:

Karen Baltzley
Procurement Manager c/o Natalie Martinez
RISK MANAGEMENT INFORMATION SYSTEM
RFP#90-350-19-08638
State Purchasing Division, General Services Department
Joseph M. Montoya State Office Building, Room 2016
1100 South St. Francis Drive
Santa Fe, New Mexico 87505

Best and Final Offers must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the;

RISK MANAGEMENT INFORMATION SYSTEM RFP#90-350-19-08638

Best and Final Offers submitted by electronic means or facsimile **will not be accepted**. The State Purchasing Division is located at the southwest corner of the intersection of Cordova Road and St. Francis Drive in Santa Fe, New Mexico.

Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

10. Proposal Presentation and Demonstration by Finalists

Finalist Offerors will be required to present their proposal and demonstrate their Proposed System to the Evaluation Committee. Please refer to the definition of Demonstration Prototype. The Procurement Manager will schedule the time for each presentation during the period of the dates indicated in the Sequence of Events. All Offeror presentations will be held in Santa Fe, New Mexico as follows:

General Services Department
Office of the Secretary Conference Room
Suite: 1004
Joseph Montoya Building
1100 South St. Francis Drive
Santa Fe, New Mexico 87505

The Agency shall provide a suitable room for the presentation/demonstration. The laptop computer, computer projector, projector screen and wireless internet connection, if needed, shall be provided by the Finalist Offeror in addition to the Software to be demonstrated. Each Offeror will be given a maximum of one-half (1/2) hour for setup and each presentation/demonstration will be limited to five and one-half (5 and 1/2) hours in duration plus an additional optional one (1) hour for Evaluation Committee questions. During this optional period the Evaluation Committee may ask questions regarding any aspect of the Offeror's proposal. It is the obligation of the Offeror to effectively manage their four- and one-half-hour (4 and 1/2) presentation/demonstration time.

11. Finalize Contractual Agreements

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

12. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of

Events or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and the General Services Department, Risk Management Division 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 Agency 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 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:

Mark Hayden
Acting State Purchasing Agent
Joseph M. Montoya State Office Building, Room 2016
1100 South 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; however, the use of subcontractors must be clearly explained, and major subcontractors must be identified by name. 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. Subcontractors will not receive Contract payments from the Agency.

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. Any 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. Sample RFP 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 RFP Contract Terms and Conditions Appendix B. 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 Sample RFP Contract Terms and Conditions. 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 Sample RFP Contract Terms and Conditions (APPENDIX B) 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 D, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

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

1. Identify the submitting business entity.

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

A. New Mexico Business Preference

A copy of the certification must accompany your proposal.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany your proposal.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. 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 Proposals** – One (1) ORIGINAL, seven (7) HARD COPIES, and two (2) electronic copies of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. Two (2) electronic copies containing ONLY the RMIS Functional and Technical Requirements Matrix. **The electronic version/copies CANNOT be emailed.**
 - 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
2. **Cost Proposals** – One (1) ORIGINAL, one (1) HARD COPY, and two (2) electronic copies of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPIES of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copies CANNOT be emailed.**

The electronic version/copies of the proposal **must** mirror the physical binders submitted (i.e. Two (2) **unredacted usb**, two (2) **redacted usb**, two (2) **usb drives with RMIS Functional and Technical Requirements Matrix**). **The electronic versions CANNOT be emailed.**

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

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

The proposal must be received no later than the time and date indicated in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

1. Proposal Organization

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

- a. Letter of Transmittal (Binder 1)
- b. Table of Contents (Binder 1)
- c. Proposal Summary (Binder 1)
- d. Response to the following Business Specifications (Binder 1)
 - IV.C.1 - Company Experience (Binder 1, Tab A)
 - IV.C.2 - Project Strategy and High-Level Work Plan (Binder 1, Tab B)
 - IV.C.3 – Proposed Solution (Binder 1, Tab C)
 - IV.C.4 - Training, Approach, Techniques, Materials (Binder 1, Tab D)
 - IV.C.5 - Acceptance Testing (Binder 1, Tab E)
 - IV.C.6 - Past Performance – Offeror and Key Personnel (Binder 1, Tab F)
 - IV.C.7 - Key Personnel Experience (Binder 1, Tab G)
- e. Response to the following Business Specifications (Binder 2)
 - IV.C.9 - Financial Stability (Binder 2, Tab B)
 - IV.C.10 - License Agreement(s) (Binder 2, Tab C)
 - IV.C.11 - Cost Response Form(s) (Binder 2, Tab D)
 - IV.C.12 - Software Maintenance (Binder 2, Tab E)
 - IV.C.13 - Software in Escrow Agreement (Binder2, Tab E)
 - IV.C.14 - Campaign Contribution Form (Binder, Tab F)
 - IV.C.15- New Mexico Employees Health Coverage Form (Binder 2, Tab G)
 - IV.C.16 - Proposed System in Production (Binder 2, Tab H)
 - IV.C.17 - Retainage (Binder 2, Tab I)
 - IV.C.18 - Warranty (Binder 2, Tab J)
 - IV.C.19 - Value Added Products or Services (Binder 1, Tab K)
 - IV.C.20 – Resident Business Preference (Binder 2, Tab L)
 - IV.C.21 – Resident Veterans Preference (Binder 2, Tab M)
 - II.C.15 – Sample RFP Contract Terms and Conditions (Binder 2, Tab N)

II.C.15 – Offeror’s Terms and Conditions (Binder 2, Tab O)

- f. Functional and Technical Requirements Matrix (Binder 3)
 - IV.B.1 – RMIS Functional and Technical Requirements Matrix, APPENDIX I, (Binder 3, Tab A)
 - IV.B.2 - Proposed Equipment Configuration (Binder 3, Tab B)

Note: Please refer to Appendix J: Instructions for Completing RMIS Functional and Technical Requirements Matrix. The Requirements Matrix must be completed in an electronic format and the contents must be submitted with the Technical Specifications as identified in Section III.B.1.

- g. Other Supporting Material Including Technical System Documentation, Training and other Materials, Report Samples of Examples (Binder 4, Tab A-N) (with N representing the last numerical tab).

2. Proposal Content

- a. The removal drives (Flash Drives) containing the following items in Microsoft Word 2016 format shall be included with the original in Binder 1. Only two (2) copies of the electronic media are required. The content of each removable drive shall include the contents of Binder 1, Binder 2, Binder 3 and if applicable, Binder 4.
- b. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must occur only in Binder 2 with the cost response forms.
- c. The proposal summary shall be included by Offerors to provide the Evaluation Committee and member of the Agency management with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror’s proposal.
- d. Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix in Binder #4. If necessary, Binder #4 may span more than one physical binder. In that case, the binders shall be labeled Binder #4-1 through Binder #4-N (with N representing the last numerical tab). Include appropriate tabs.

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. Additional information is available in the Procurement Library at: http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

A. DETAILED SCOPE OF WORK

The scope of procurement encompasses the acquisition and implementation of a new Risk Management Information System. The scope of procurement also includes the acquisition of software tools that may be required to implement, operate and maintain the proposed system plus the professional services deemed necessary to complete the implementation of the proposed solution. The software may be licensed, or ownership may be acquired with or without ongoing maintenance services and upgrades. The professional services shall include analysis and planning, design, configuration/programming, training, data conversion, operational support and other professional services directly related to the installation, customization, implementation and operation of the proposed solution.

The Agency prefers a solution that encompasses functionality from the following technologies; an integrated claims processing product, an electronic document management and workflow product; an integrated rules engine product; a risk management analytics engine; and, an integrated customer relationship management product. The Agency envisions a design providing for a solid Risk Management Information System with proven and readily-available software modules.

This procurement will result in a single source award.

The Contract shall begin on July 1, 2020 or as soon as possible thereafter for a term of four calendar years with an option to renew for an additional four (4) one-year terms for System Enhancements or support. In no case will the Contract including all renewals thereof, exceed a total of eight (8) years in duration.

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the following:

- The procurement of a Risk Management Information System;
- Services associated with the installation and configuration of hardware and software products required to operate the modernized RMIS solution in multiple environments to support development, testing and production regions;
- Services associated with migrating existing legacy data to the new RMIS product;
- Services associated with conducting User Acceptance Testing utilizing proven methodologies for identifying and tracking Testing Results;
- Services associated with training Agency staff members and external users;
- Services associated with controlled version control of Production Rollout;
- Services for post-implementation support;

- Services associated with providing warranty and maintenance support on the RMIS modernized product.

1. Work Performance

For the purpose of preparing proposals, Offerors shall assume the following:

- a. The majority of the work will be performed at the Contractor's home office. The Contractor shall provide its personnel with the required portable computing and network equipment required for remote access to the Procuring Agency's computing environment where it is anticipated that the Proposed Solution shall be housed.
- b. A very limited portion of the overall work will be performed at the Agency headquarters. The following resources will be provided to Contractor supplied personnel for use on this Contract when they are performing services at the Agency headquarters.
 - 1) Temporary workspace
 - 2) Use of telephone for local calls
 - 3) Use of copiers and fax machines
 - 4) Access to Agency computing resources
- c. **With the prior approval of the Agency**, Offeror may have work performed by Contractor-supplied personnel at another Contractor owned or operated facility located within the boundaries of the United States of America.
- d. Contractor management staff will be expected to attend scheduled management meetings with Agency staff at the Agency headquarters or at other offices by request of the Agency Project Manager.
- e. It is the Agency's desire to have the Proposed System installed and operated on Agency owned equipment at the State of New Mexico's data center in Santa Fe, NM.

2. Agency Resources

For the purpose of preparing proposals, Offerors are to assume that the Agency is anticipating the following Procuring Agency resources with associated contribution timeframes will be available to support the system implementation effort:

- a. One (1) Project manager contributing 40-hours per week;
- b. Four (4) Technical Support Staff members for a combined contribution of 16-hours per week;
- c. Three (3) SMEs from the Property and Casualty Bureau for a combined contribution of 24-hours per week;
- d. Three (3) SMEs from the Workers' Compensation Bureau for a combined

- contribution of 24-hours per week;
- e. Two (2) SMEs from the Loss Prevention Control Bureau for a combined contribution of 16-hours per week;
- f. One (1) SMEs from the RMD Business Administrator contribution of 8-hours per week;
- g. One (1) SME from the RMD Finance Bureau contribution of 4-hours per week; and,
- h. and,
- i. Nine (9) SMEs for conducting User Acceptance Testing (UAT) from 4 functional areas

3. System Interfaces

The Agency is seeking a Proposed Solution with the capability to interface with the following systems:

- New Mexico’s Governmental Financial Accounting System (Statewide Human Resources Accounting Reporting – SHARE)
- 3rd Party Administrator responsible to submit test and production files to Centers for Medicare and Medicaid Service (CMS)
- New Mexico Workers’ Compensation Administration (WCA)
- 3rd party Administrator for Electronic Medical Bill Review Process
- US Department of Labor, Occupational Safety and Administration (OSHA)
- Legal Case Management System
- IBM FileNet P8 (Electronic Document Repository)
- ISO (Insurance Services Office)
- SAP Business Objects (The Agency’s reporting and analytics business intelligence (BI) platform aimed at business users)
- Microsoft Active Directory

4. Business and Database Metrics

Application System	Number of Records <u>Current Claims in legacy system (as of December 2018):</u>	Database
RMIS Legacy Database	77,000 Claims for Workers’ Compensation with an average of 2,500 new claims processed annually. 72,000 Claims for Property & Casualty with an average of 2,000 new claims processed annually	MS SQL Server 2014

5. Time Frame

The Contract will begin on July 1, 2020 or as soon as possible thereafter. The Offeror is required to propose a software implementation schedule that best works with their proposed solution.

6. Current Technical Environment

The Agency desires to utilize their existing ESX 6.5 Hyperconverged SimpliVity platform to host the Proposed Solution. With that said, Offerors' proposed solution is expected to operate and be supported in the Hyperconverged environment running on Windows 2016 or higher within a virtual server hyperconverged platform with Microsoft SQL Server 2014 or higher. The Agency is prepared to expand this environment as needed to support the virtual server required specifications and storage capacity.

The Agency is amenable to a cloud-based or offer-hosted solution. Offerors' who propose a cloud or hosted environment should describe how the system will utilize Microsoft Active Directory for authentication/authorization, including role-based security and user authentication. In addition, the Offeror must fully describe their backup, disaster recovery and change management procedures as well as the Offerors' service level agreements (SLAs).

The Technical Strategy for the RMIS Replacement Project is to acquire and install a Commercial Off-the-Shelf software product designed and built to address the Procuring Agency's constituents. Other elements of the Technical Strategy include:

- **Appropriate Sizing** – The environment should be resized as necessary to account for any additional resources required to support the system;
- **Open Architecture** – Infrastructure should allow for data flow between the RMIS modules and allow for third party products to interface with RMIS for a seamless architecture and scale to allow for growth;
- **Web-Based System** – Will be designed with a web-based platform to enable RMD, agency customers, and contractors to view data specific to their claims and associated transactions;
- **Database Standards** – System database should comply with Procuring Agency's supported platform standards of MS SQL 2014 or higher;
- **Efficiency, High Performance** – Application should be deployed on current Procuring Agency's ESX 6.5 Hyperconverged SimpliVity platform;
- **Embedded Report Tool** – System will have an embedded report writing tool for ad hoc and standard reports. Regularly scheduled reports may be generated upon request or demand;
- **Authentication** – The RMIS Replacement System should interface with Microsoft Active Directory;
- **Redundancy** – Procuring Agency's virtual hyperconverged server infrastructure supports system fail over; and
- **Security/User Roles** – The RMIS Replacement product must provide a secure front-end user system log in facility and incorporate security role-level authentication.

B. TECHNICAL SPECIFICATIONS

All the requirements for this procurement are identified in the Appendix I, Technical, Functional and General Requirements Matrix. Much additional information from the requirements definition phase has been provided as background or supporting material e.g., sections I.G “BACKGROUND INFORMATION”, and the Procurement Library. This supplemental material is intended to provide potential Offerors a better understanding of the Agency’s requirements. None of this additional information should be considered as a statement of requirements.

The following two technical requirements are MANDATORY. The Forty-Six (46) specifications marked with the letter “M” found in the, RMIS Functional and Technical Requirements Matrix, Appendix I, are also MANDATORY. The failure of an Offeror to meet a mandatory specification will result in disqualification of the proposal.

Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed.

1. Technical and Functional Specifications/Requirements

- a. Based on the Agency System Requirements Specifications and the Risk Management Information System Library referenced in the Procurement Library, Offerors must complete and submit as part of their proposals the Risk Management Information Requirements Matrix (see Appendix I) (Excel Format) which includes mandatory and desirable technical and functional specifications/Requirement. Offerors must record 100% of the Requirement Met for every mandatory specification to be considered responsive to this request for proposals. **The Offerors must submit their response to the RMIS Functional and Requirements Matrix in electronic format on the two (2) the flash drives as identified in Section III.B.1.**
- b. Offerors must follow the instructions provided at the beginning of the matrix for completing the RMIS Functional and Technical Requirements Matrix. The instructions for completing the matrix are also included in Appendix J.

2. Proposed Equipment Configuration

The Agency prefers to purchase equipment and/or software directly. Therefore, equipment costs must not be included in this cost proposal. However, the Offeror must identify what equipment and software is required for the implementation and operation of the Proposed Solution.

For the process of developing the Proposed Equipment Configuration, the Offeror should utilize the Agency’s Technical Requirements information and metrics provided in this Section IV and Appendix I of the RFP, along with the Offeror’s experience from previous installations. Additionally, the Agency will be establishing the following three environments:

Development; User Acceptance Testing; and Production. Offerors must document what equipment and software products will be required for these three environments.

The Agency intends to utilize the existing Dell EMC Data Domain deduplication storage system for the proposed RMIS system; therefore, the Offeror may assume the current storage system has sufficient data storage capacity to house the Development, User Acceptance Testing, and Production databases.

C. BUSINESS SPECIFICATIONS

Offerors shall provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. With the exceptions of the specifications IV.C.19 “Value Added Products or Support Services”, IV.C.20 “Resident Business Preference”, and IV.C.21 “Resident Veterans Preference”; all other specifications are MANDATORY. The failure of an Offeror to address a mandatory specification will result in disqualification of the proposal. Offerors should respond in the form of a thorough narrative to each specification. If properly submitted, the narratives, along with the required or optional supporting material, will be evaluated and awarded points, if applicable. The responses should be based upon the information provided in the information paragraphs of this section of the RFP as well as the supporting documents contained in the Procurement Library.

1. Company Experience

Offerors shall submit a statement of relevant company experience, including the experience of major subcontractors. The documentation should **thoroughly describe** the Offeror’s experience with similar contracts and work related to Risk Management Information Systems. At a minimum, the Offeror should provide the following information as evidence of the Offeror’s experience:

- a. **General Experience and Information** - The Offeror’s proposal should include the following:
 - i. The company name and business address including headquarters and local offices, if any, and telephone numbers.
 - ii. A detailed description of the Offeror's organization, including names of principals, number of employees, client base, areas of specialization and expertise, and any other information that will assist the Evaluation Committee in formulating an opinion about the stability and strength of the organization.
 - iii. The name of the jurisdiction in which the Offeror is organized and the date of such organization.
 - iv. A list, if any, of all current contractual relationships with the State of New Mexico or those completed within the previous five-year period. The listing should include the contract number, contract term, and procuring agency’s name for each engagement.

- v. A high-level description of the experience level, technical and Risk Management Information System application knowledge, and government experience of the company technical resources that may be used for this or future contracts with the Agency.
- b. **Risk Management Information System Experience** – The Offeror’s proposal should include the following:
- i. A detailed description of duration including how long the Proposed System has been in the market place, and depth of the Offeror’s experience implementing, installing and supporting Risk Management Information Systems.
 - ii. Identification of the customer base including previous or ongoing Risk Management Information System engagements including but not limited to the dates of the period of service, a description of the products and/or service provided plus the current status of the engagement.
 - iii. A detailed description of the type and duration of the business relationship with the manufacturer(s) of third-party software whose products are included in the Proposed Solution.
 - iv. A detailed description of how Proposed System upgrades or maintenance releases are prepared and distributed to the customer base.

2. **Proposed Solution**

- a. Offerors shall include in their proposal a **thorough description** of how their proposed software solution meets the needs of the Agency in providing multi-line insurance coverage programs and loss control initiatives to the Agency’s constituents. The Offerors shall describe the features, functions and benefits to be realized by the Agency in utilizing their Proposed System, and how their Proposed System functionality incorporates industry best practices in the following areas:
- i. Property and Casualty Claims Administration and Management;
 - ii. Workers’ Compensation Claims Administration and Management;
 - iii. Loss Prevention and Control Administration and Management;
 - iv. Risk Pool Administration and Management;
 - v. Underwriting Policy Administration and Management;
 - vi. Vendor Administration and Payment Processes;
 - vii. Claimant Payment Processes;
 - viii. Risk Rate Analysis;

- ix. Complying with Regulatory Reporting Requirements; and
- x. Use of Analytics to improve the Procuring Agency's operational efficiencies.

3. Project Strategy and Preliminary Project Plan

- a. Offerors shall include in their proposal a thoroughly prepared Project strategy, a thorough description of the functional capacities that will be implemented in each phase and the associated timelines plus the following items.
 - i. Governance and Control;
 - ii. Project Organization Chart including accountability and lines of authority;
 - iii. Off -Site Staffing (include location(s));
 - iv. Project Management and Reporting;
 - v. Implementation Methodology and Tools; and
 - vi. Quality Assurance Measures and Procedures
- b. The plan should clearly identify the proposed roles and responsibilities of every subcontractor(s) who may be involved in the proposal.
- c. The plan should clearly identify all offeror, subcontractor, Contractor resources and requirements as well as any Agency technical and/or user personnel that may be required by project phase.
- d. The organization chart should include the name and title of each person proposed as Key Personnel as well as a description of the individual's proposed job duties, role and/or responsibilities. The Key Personnel may vary by Project phase.
- e. The plan should clearly identify all planning assumptions and dependencies.
- f. Offerors should address how their Proposed System meets the Agency's requirements for a modernized solution. Offerors should provide documentation related to the functionality offered in their product with the documentation also distinguishing how their product incorporates industry best-practices.
- g. Offerors should address Proposed System integration and/or interface capabilities with other software products. The suppliers of the other software products should be included in the proposal as subcontractors.
- h. Offerors should describe how the relationship between the Agency and Offeror will be managed from an account and technical support perspective.
- i. Offerors should describe what is required of the Agency to ensure the successful implementation of the Proposed Solution.

- j. The Offeror shall propose and describe the SDLC and its methodology, and how it is integrated in the project plan for the delivery of this project. The SDLC framework should define the activities performed at each stage of the software development and implementation for this Project. Offerors should state why the SDLC was chosen for this project.
- j. The Offeror's proposal shall include a preliminary work plan for the requirements gathering, design, configuration/development, testing, deployment and operation support of the proposed system within the timeframe specified in Paragraph A.5 of this section.
- i. Task Level -The plan must include all activities necessary for a successful transition work plan down to the task level. No task can exceed more than eighty hours in the work plan.
 - ii. The work plan must clearly identify all Offeror (including subcontractors) and Agency resources required to successfully complete the transition. The Offeror must provide job descriptions and the number of personnel to be assigned to the installation, testing, and implementation of the plan.
 - iii. Microsoft Project – The plan must be submitted using Microsoft Project.
 - iv. The plan must include each project deliverable.
 - v. Related diagrams must be submitted using Microsoft Visio or as a readable Adobe PDF file.
- k. The Offeror's proposal shall include a data conversion plan. At a minimum the plan shall include the methodology, tools and/or techniques to be employed and validation procedures to be used to include:
- i. Conversion Process – A description of the;
 - conversion process,
 - record handling and inventory control process,
 - quality control activities.
 - ii. Errors – An outline of common errors and resolutions from previous conversion efforts.
 - iii. Roles – A description of roles and responsibilities for offeror-provided staff members and the Agency staff members.
 - iv. Schedule – A detailed activity schedule and timeline for the conversion process.
 - v. Data Cleansing – Existing data in legacy application should be cleansed as part of the migration process. Cleansing activities include:

- Validating data contents to ensure that the information stored is accurate.
 - Standardizing data formats for conformance.
- vi. Data Deduplication – Existing data is not normalized. The same data element quite often is stored in multiple locations. If these locations contain different information, then they should be reconciled and resolved.
 - vii. Data Migration – As software functionality move to the Proposed System, corresponding data should be moved from legacy to new databases.
 - viii. Data Synchronization – Overlapping data in both the legacy and new application systems should be synchronized during application transition. Overlapping data consists of information required in both application systems for processing business transactions. Synchronization activities should be performed in real time or on a near-real-time basis.
 - ix. The Offeror’s Data Conversion Plan should also outline each major step anticipated in the data conversion process.

4. Training Approach, Techniques, Materials

- a. The Offeror must include in its proposal a description of its approach to training, including objectives, roles and responsibilities, facility requirements, course descriptions and curriculum outlines, and a plan for training, testing, and evaluation, including:
 - i. A “train the trainer” course for the Risk Management Divisions including: the Property and Casualty Bureau (PAC); the Workers’ Compensation Bureau (WCB); the Loss Prevention Control Bureau (LPCB); Finance Bureau and the Business Administrator;
 - ii. Software and application training for developer and support staff;
 - iii. Training for technical systems administration staff;
 - iv. Database Administrator (DBA) staff training and overview to include the management of data encryption;
 - v. A list of the training materials that will be delivered to the Agency; and
 - vi. A training schedule and timeline by implementation phase.
- b. The Offeror must include in its proposal a description of the following three types of training as follows:
 - i. Offerors should describe their approach, recommended level, training techniques, resources and materials developed specifically for **the users of the system** to facilitate the use of the Proposed Solution.
 - ii. Offerors should describe their approach, recommended level, training techniques, resources and materials developed specifically for **the business**

administrator of the system to facilitate administration of the Proposed Solution.

- iii. Offerors should describe their approach, recommended level, training techniques, resources and materials developed specifically for **technical operational and maintenance support personnel** to facilitate the operations and maintenance of the Proposed Solution.

5. User Acceptance Testing

- a. The Offeror's proposal shall include a description of the acceptance testing approach, methodology, procedures, resources and/or tools that may be used by the Agency to validate the functions and features of the Proposed System. The discussion should individually address each system component that comprises the Proposed System.
- b. The Offeror must include in its proposal a description of its approach to testing the proposed system and its components by phase, including verification that all requirements of the delivered system and its components are fully satisfied, and including:
 - i. Test Procedures – Define the test procedure methodology overall and for each of the specific test areas below, including verification of compliance with requirements as well as the data conversion validation.
 - ii. Functional Testing – To demonstrate each of the discrete functional capabilities of the system.
 - iii. Operational Testing – To demonstrate the full operability of all interfaced components and scheduled processes in an operational environment and to validate database encryption and associated user authentication and maintenance documentation.
 - iv. Benchmark Testing – To demonstrate that the system meets or exceeds performance requirements, including throughput and response times.
 - v. Final Acceptance Testing – To demonstrate that system components are completely readied for production implementation.
- c. The Offeror's proposed system must not be vulnerable to the following security vulnerabilities: Unvalidated redirects and forwards, sensitive data exposure, failure to restrict URL access, insecure cryptographic storage, security misconfiguration, cross site request forgery, insecure direct object references, broken authentication and session management, cross site scripting, and SQL Injection. The selected Offeror's system will be tested by a Procuring Agency technical representative for these vulnerabilities during acceptance testing. Offeror will be required to fix vulnerabilities prior to acceptance.

6. Past Performance Questionnaire – Offeror and Key Personnel

a. Offeror Past Performance:

Offerors proposals shall include three external references from clients who are willing to validate the Offeror's past performance on similar projects. At least ONE of the references for the Proposed System shall be from a site of comparable or larger size where the proposed system has been installed and is in current successful operation. Offerors are encouraged to include additional references that they believe the Evaluation Committee would find helpful in thoroughly evaluating their past performance. The contact person will be expected to complete and return the Past Performance Questionnaire to the Evaluation Committee within one week from the date the questionnaire is emailed to the recipient. The failure of a contact person to return or thoroughly complete the questionnaire will result in a reduction of points awarded for this evaluation factor. The minimum information that shall be provided for each client reference follows:

- i. Name of the contact person;
- ii. Name of the company or governmental entity;
- iii. Address of the contact person;
- iv. Telephone number of contact person;
- v. Email address of the contact person; and,
- vi. A description of the products and services provided and dates the products and services were provided.

b. Key Personnel Past Performance

Offerors shall include in their proposals two external client references for each Key Personnel identified. The contact person will be expected to complete and return the Past Performance Questionnaire to the Evaluation Committee within one week from the date the questionnaire is emailed to the recipient. The failure of a contact person to return or thoroughly complete the questionnaire will result in a reduction of points awarded for this evaluation factor. The minimum information that shall be provided about each reference is as follows:

- i. Name of governmental entity or company for which services were provided;
- ii. Address of governmental entity or company;
- iii. Name of contact person;
- iv. Telephone number and email address of contact person; and,
- v. Type of services provided and dates services were provided.

7. Key Personnel Experience

Offerors shall provide resumes and experience narratives of Key Personnel who will be assigned to the project, if awarded the Contract. Experience narratives should be attached to the resumes that describes the specific relevant experience of the staff members in relation to the role that staff member will perform for this Contract. The narrative(s) should include the name of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional

credentials that clearly show how they are qualified to perform their respective job duties under the Contract.

8. Presentation and Demonstration

Finalist Offerors agree to present their proposals and demonstrate a Demonstration Prototype of their Proposed Systems to the Evaluation Committee. The Finalist Offeror's project manager(s) is expected to conduct the relevant portion of the session.

NOTE: Finalist Offerors shall provide all of the required computer equipment, computer projector, screen and internet access required for the demonstration of their Proposed Systems.

9. Financial Stability

- a. Offerors shall submit copies of their organization's independently-audited financial statements for the preceding three (3) years. The financial statement submitted must be solely for the Offeror. If independently audited financial statements do not exist for the Offeror, the Offeror shall state the reason and, instead, submit sufficient information (e.g. Dun & Bradstreet Report, unaudited financial reports, bank statements) to enable the Evaluation Committee to determine the financial stability of the Offeror.
- b. The submissions shall include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the offeror, the offeror shall state the reason and instead submit sufficient information to enable the Evaluation Committee to determine the financial stability of the offeror. Financial statements and company sensitive information provided may be marked confidential.
- c. Offerors shall provide a statement as to whether there is any pending litigation against the Offeror which may impair the Offeror's performance in a Contract under this RFP. Likewise, Offerors must provide a statement as to whether the Offeror or any of the Offeror's employees, agents, independent contractors, or subcontractors assigned to the project have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so, provide an explanation with relevant details.

10. License Agreement (Licensed Software Only)

The Offerors supplying licensed software must include a copy of any software license agreement(s) in their proposals. The Licensor shall grant the Agency an unlimited perpetual license to use the software. There shall be no limitation on the numbers of authorized users. Authorized users shall include Agency personnel. Offerors must provide a statement of agreement with this requirement. Licensing agreements shall be incorporated into the Contract.

11. Cost Specifications

The proposed costs must directly relate to the Offeror's response to the specification found at Paragraph IV.B.2, Project Strategy and Preliminary Project Plan. Each Offeror shall

complete and submit an appropriately completed Proposal Cost Response Summary Form Appendix C-1 plus the appropriately completed Proposal Cost Response Detail Form found in Appendix C -2.

12. Software Maintenance and Support (Licensed Software Only)

Offerors shall agree to a COTS system software maintenance support agreement upon the completion of the warranty period. Maintenance support shall include software updates “bug fixes”, telephone technical support and other type and level of services. Offerors must include a description of their software maintenance and support services in their proposals. The cost for software maintenance and support must be provided in the Proposal Cost Response Summary Form, Appendix C-1.

13. Software in Escrow (Licensed Software Only)

Offerors supplying licensed software must include a statement of its intention and written evidence of its ability to procure, submit to the Agency, and maintain a Software Escrow Agreement in accordance with Article 2, Paragraphs D.1 and D.2 Sample RFP Contract Terms and Conditions, Appendix B. A statement to this effect and written evidence of ability is required.

14. Campaign Contribution Form

The Offeror must complete Campaign Contribution Disclosure Form and submit a copy with their proposal. This must be completed whether or not an applicable contribution has been made. (See Appendix D)

15. New Mexico Employees Health Coverage Form

The Offeror must agree with the terms and submit a signed New Mexico Employees Health Coverage Form with the submittal of their proposal. (See Appendix F)

16. Proposed System in Production

If the Proposed System is in full production operation in another state, Offerors shall identify the state where the Proposed System is in production, list the functions that are in production, and provide the name, telephone number, and email address of the state employee of that state that can verify the Offeror’s compliance with this requirement.

17. Retainage

Offerors are advised that in accordance with Article 3, Paragraph D of the Sample RFP Contract Terms and Conditions, Appendix B, up to 15% retainage may be applied to each deliverable. A statement of concurrence is required.

18. Warranty

Offerors are advised that in accordance with Article 11, Paragraph B of the Sample RFP Contract Terms and Conditions, Appendix B, the warranty period shall be a minimum of

twelve (12) months from the date of system acceptance. Warranty services shall be performed at no cost to the Agency. A statement of concurrence is required.

19. Value Added Products or Services (Optional)

Offerors are encouraged, but are not required, to propose any optional value-added products or services they believe would benefit the Agency's future functional or technical needs which would allow them to operate or utilize the proposed system with greater efficiencies in the future. The Agency is interested to know if additional functional capabilities not specifically addressed in this RFP can be integrated with the Proposed System as well as the benefits from the addition of those functional capabilities. The Agency is interested in knowing about future enhancements that may be underway that may be of benefit to the Agency. Finally, the Agency is requesting the estimated cost of the any proposed optional products or services be recorded on the Proposed Cost Response Summary Form (see Appendix C-1). Offerors are encouraged to describe proposed optional products and/or services.

20. Resident Business Preference (Optional)

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident business possessing a valid Resident Business Certificate shall receive 5% (50 Points). The Offeror's proposal must contain a copy of the Resident Business Preference certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference points.

21. Resident Veterans Preference (Optional)

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident veteran may submit a valid Resident Veterans Preference Certificate in the proposal. The resident veteran shall receive up to 10% (100 Points). The Offeror's proposal must contain a copy of the Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference points.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of Section IV specifications identifying points assigned to each item. These weighed factors will be used in the evaluation of the offeror proposals. Only Finalist Offerors will receive points for an oral presentation and demonstration.

<u>Specifications:</u>	<u>Maximum Points:</u>
IV.B.1-Technical/Functional Requirements	250
IV.B.2-Proposed Equipment Configuration	Pass/Fail
IV.C.1-Company Experience	20
IV.C.2-Proposed Solution	125
IV.C.3-Project Strategy and Preliminary Project Plan	75
IV.C.4-Training Approach, Techniques, Materials	20
IV.C.5-User Acceptance Testing	20
IV.C.6-Past Performance Questionnaire – Offeror and Key Personnel	20
IV.C.7-Key Personnel Experience	20
IV.C.8-Presentation/Demonstration Concurrence	Pass/Fail
IV.C.8-Presentation/Demonstration	150
IV.C.9-Financial Stability	Pass/Fail
IV.C.10-License Agreement(s)	Pass/Fail
IV.C.11-Grand Total Cost	300
IV.C.12-Software Maintenance Agreement(s)	Pass/Fail
IV.C.13-Software Escrow(s)	Pass/Fail
IV.C.14-Campaign Contribution Form	Pass/Fail
IV.C.15-New Mexico Employees Health Coverage Form	Pass/Fail
IV.C.16-Proposed System In Production	Pass/Fail
IV.C.17-Retainage	Pass/Fail
IV.C.18-Warranty	Pass/Fail
IV.C.19-Value Added Products or Services (optional)	<u>No Points</u>
TOTAL	1,000

ADDITIONAL OPTIONAL POINTS Points will be awarded based on Offerors ability to provide a copy of a current Resident Business Certificate OR Resident Veterans Certificate (not cumulative)	
IV.C.20- Resident Business Preference	50
IV.C.21- Resident Veterans Preference	100
GRAND TOTAL	1,100

B. EVALUATION FACTORS

A maximum of 1,000 points plus an optional 100 points for qualifying preferences be awarded based upon the quality and thoroughness of the Offeror's response to each of the valuation factor as follows.

1. Technical/Functional Requirements: Up to 250 points may be awarded based upon an evaluation of the response to the completed Technical and Functional Requirements/ Specifications Response spreadsheet. The Spreadsheet is self-scoring based on the Offeror’s response to how the proposed solution meets the Agency’s requirements. Points will be awarded based on the response indicated on the spreadsheet as follows.

- a. The Agency has grouped the Technical and Functional Requirements into eight (8) categories and has identified the Maximum Points for each category based on the importance of the business process and technical functionality the Agency is seeking from a modernized RMIS Product. The categories and maximum point structure are provided in the table below.

Category	Requirements Matrix Tab	Category Maximum Points
A - General Requirements	Tab A	40
B - Incidents	Tab B	5
C - Workers Compensation	Tab C	50
D - PAC	Tab D	50
E - Risk and Insurance	Tab E	25
F - Reports and Dashboards	Tab F	25
G- Technical	Tab G	50
H- Loss Prevention	Tab H	5
Grand Total		250

- b. In Tabs A-H, the Agency identified individual requirements and has developed a Maximum Scoring methodology, for each requirement, based on the Agency’s rating of the importance of the requirement to the project. The column labeled “Maximum Score” and the associated values are derived based on the following criteria:
 - i. Mandatory=0 points (no points awarded as all Mandatory functions are required);
 - ii. Highly Desirable=4 points; and,
 - iii. Desirable=1 point.

- c. Additionally, for Tabs A-H, the column labeled “Calculated Score” is determined, for each requirement, based on the Offerors’ response to how their product meets the requirement, by multiplying the “Maximum Score” (from above) by the “Level of Effort Scoring Factor” identified below:
 - i. Configurable=100%,
 - ii. Minor Development=70%,
 - iii. Major Development=30%.
 - d. The Agency developed the High-Level Function Weighting Tab to further define the scoring methodology based on the prioritized functionality. The secondary scoring methodology includes:
 - i. The column labeled “High-Level Requirement Weighting Factor” is used to identify the priority of the functionality.
 - ii. The column labeled “High-Level Requirement Maximum Score” is predetermined by the Agency and is produced by criteria identified in items b and c above.
 - iii. The column “High-Level Requirement Calculated Score” is determined based on the Offeror’s response to items b and c from above.
 - iv. The column “High-Level Calculated Percentage Met” is determined based by dividing the “High-Level Requirement Maximum Score” by the “High-Level Requirement Calculated Score”.
 - v. The column “High-Level Calculated Weighting Factor” is determined \ by multiplying the “High-Level Calculated Percentage Met” by the “High-Level Requirement Weighting Factor”
 - e. The final score is determined by using the RMIS RFP Scoring Criteria Tab and the information presented above. The column labeled “Calculated Points” is determined by multiplying the column labeled “Maximum Points” by the by the “High-Level Requirement Weighting Factor” from the High-Level Function Weighting Tab.
2. **Company Experience:** Up to 20 points may be awarded based on evaluation of the Offeror’s documented overall breadth of experience and resources coupled with an evaluation of the Offerors documented risk management information system experience and resources that may contribute to the success of for this Project.
 3. **Proposed Solution:** Up to 125 points may be awarded based upon evaluation of the thoroughness, detailed description of the feature/functionality, applicability and overall merit of the proposed software functionality in meeting the needs of the Agency.
 4. **Project Strategy and Preliminary Project Plan:** Up to 75 points may be awarded based upon evaluation of the thoroughness, applicability and overall merit of the proposed strategy and plan.
 5. **Training Approach, Techniques, and Materials:** Up to 20 points may be awarded based upon an evaluation of the thoroughness and applicability of the response to the

specifications including the applicability of the training approach, thoroughness of the plan and the quality of the proposed materials and examples provided in the Offeror's proposal.

- 6. **User Acceptance Testing:** Up to 20 points may be awarded based upon an evaluation of the thoroughness and applicability of the response to the specification.
- 7. **Past Performance Questionnaire:**
 - a. Offeror - A maximum of 10 points may be awarded based upon the Offeror's performance for previous clients receiving similar services to those proposed by the Offeror for this Project as reflected on client completed past performance questionnaires.
 - b. Key Personnel - A maximum of 10 points may be awarded based upon the Offeror's Key Personnel performance for previous clients receiving similar services to those proposed by the Offeror for this Project as reflected on client completed past performance questionnaires.
- 8. **Key Personnel Experience:** Up to 20 points may be awarded for relevant experience of key personnel based upon the resumes and experience narratives submitted. Documented work experience on similar systems will be evaluated more favorably than experience with non-related projects.
- 9. **Presentation/Demonstration:** Up to 150 points may be awarded for a presentation of the proposal and a demonstration of the Proposed System (Please refer to the definition of Demonstration Prototype) to the Evaluation Committee. The quality and breadth of the system functional capabilities and ease of use as well as the technical merit and demonstrated knowledge and ability of Key Personnel will be the primary evaluation factors. A function must be demonstrated in order to receive a score for that function.
- 10. **Cost:** The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Grand Total Cost}}{\text{This Offeror's Grand Total Cost}} \times 300 = \text{Points Award}$$

C. EVALUATION PROCESS

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

APPENDICES

APPENDIX A. ACKNOWLEDGEMENT OF RECEIPT FORM

ACKNOWLEDGEMENT OF RECEIPT FORM

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 I.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 3:00 p.m. Mountain Time on March 26, 2019. 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.

Karen Baltzley, Procurement Manager c/o Natalie Martinez
Risk Management Information System
RFP # : 90-350-19-08638
State Purchasing Division
1100 South St. Francis Drive Room 2016
Santa Fe, NM 87505
Fax: (505) 827-2484

**APPENDIX B. SAMPLE CONTRACT
TERMS AND CONDITIONS**

State of New Mexico

General Services Department

Sample Information Technology Agreement
Contract No. 90-350-19-08638

THIS Sample Information Technology Agreement (“Agreement” or “Contract”) is made by and between the State of New Mexico, **General Services Department**, hereinafter referred to as the “Procuring Agency” and **[Insert Contractor Name]**, hereinafter referred to as the “Contractor” and collectively referred to as the “Parties”.

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

WHEREAS, all terms and conditions of the **RISK MANAGEMENT INFORMATION SYSTEM RFP Number 90-350-19-08638** and the Contractor’s response to such document(s) are incorporated herein by reference;

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

ARTICLE 1 – DEFINITIONS

- A. “Acceptance” or “Accepted” shall mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the Procuring Agency.
- B. “Application Deployment Package” shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.
- C. “Business Days” shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.
- D. “Change Request” shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.
- E. “Chief Information Officer (“CIO”)” shall mean the Cabinet Secretary/CIO of the Department of Information Technology for the State of New Mexico or Designated Representative.
- F. “Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the Procuring Agency or any other State agency as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the

- Procuring Agency or the State of New Mexico, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that is utilized, received, or maintained by the Procuring Agency, the Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.
- G. “Contract Manager” shall mean a Qualified person from the Procuring Agency responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be [Clinton Nicley] or his/her Designated Representative.
- H. “Default” or “Breach” shall mean a violation of this Agreement by either failing to perform one’s own contractual obligations or by interfering with another Party’s performance of its obligations.
- I. “Deliverable” shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
- J. “Designated Representative” shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.
- K. “DoIT” shall mean the Department of Information Technology.
- L. “DFA” shall mean the Department of Finance and Administration; “DFA/CRB” shall mean the Department of Finance and Administration, Contracts Review Bureau.
- M. “Escrow” shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the Procuring Agency receives the legal document, in this case, Source Code.
- N. “Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.
- O. “Executive Level Representative” shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agency’s executives or his/her Designated Representative.
- P. “GRT” shall mean New Mexico gross receipts tax.
- Q. “Intellectual Property” shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
- R. “Independent Verification and Validation (“IV&V”)” shall mean the process of evaluating a Project and the Project’s product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Agency.
- S. “Know How” shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
- T. “Payment Invoice” shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the Procuring Agency. Payment

- Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.
- U. “Performance Bond” shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.
- V. “Project” shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Executive Level Representative and verified by the Procuring Agency CIO to the DoIT. If applicable, under the terms of this Agreement the Project is **the Risk Management Information System Replacement Project**.
- W. “Project Manager” shall mean a Qualified person from the Procuring Agency responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be **Karen Baltzley** or his/her Designated Representative.
- X. “Qualified” means demonstrated experience performing activities and tasks with Projects.
- Y. “Quality Assurance” shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
- Z. “Services” shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.
- AA. “State Purchasing Agent (SPA)” shall mean the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.
- BB. “State Purchasing Division (SPD)” shall mean the State Purchasing Division of the General Services Department for the State of New Mexico.
- CC. “Software” shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.
- DD. “Software Maintenance” shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.
- EE. “Source Code” shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.
- FF. “Turnover Plan” means the written plan developed by the Contractor and approved by the Procuring Agency in the event that the work described in this Agreement transfers to another vendor or the Procuring Agency.

ARTICLE 2 – SCOPE OF WORK

- A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.
- B. Performance Measures. The Contractor shall substantially perform to the satisfaction of the Procuring Agency the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the Procuring Agency may

provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the Procuring Agency of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the Procuring Agency from exercising its rights pursuant to Article 6 or Article 16.

- C. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the Procuring Agency without prior written approval, through the Amendment process, as defined in Article 25.
- D. License. Contractor hereby grants Procuring Agency a non-exclusive, irrevocable, perpetual license to use, modify, and copy the following Software: [Insert name of software and patent number if applicable]

Software and any and all updates, corrections and revisions as defined in Article 2 and Exhibit A, for the term of this Agreement.

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

1. Contractor agrees to maintain, at Contractor's own expense, a copy of the Software Source Code to be kept by an escrow agent and to list the Procuring Agency as an authorized recipient of this Source Code. The Source Code shall be in digital form on media specified by the Procuring Agency. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the Software at the current revision level. Included with the media shall be all associated documentation which will allow the Procuring Agency to top load, compile and maintain the software in the event of a Breach.
2. If the Contractor ceases to do business or ceases to support this Project or Agreement and it does not make adequate provision for continued support of the Software it provided the Procuring Agency; or, if this Agreement is terminated, or if the Contractor Breaches this Agreement, the Contractor shall make available to the Procuring Agency: 1) the latest available Software program Source Code and related documentation meant for the Software provided or developed under this Agreement by the Contractor and listed as part of the Services; 2) the Source Code and compiler/utilities necessary to maintain the system; and, 3) related documentation for Software developed by third parties to the extent that the Contractor is authorized to disclose such Software. In such circumstances, Procuring Agency shall have an unlimited right to use, modify and copy the Source Code and documentation.

E. Source Code

For each maintenance release, the Application Deployment Package shall be updated and shall be kept by an identified escrow agent at the Contractor's expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the Procuring Agency. The escrow agent shall be responsible for storage and safekeeping of the storage media. The Procuring Agency shall be listed with said escrow agent as an authorized recipient of the storage media which shall contain the most recent application maintenance release deployment package.

F. The Procuring Agency's Rights.

1. Rights to Software. The Procuring Agency will own all right, title, and interest in and to the Procuring Agency's Confidential Information, and the Deliverables, provided by the Contractor, including without limitation the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and the associated documentation for purposes of this Section. The Contractor will take all actions necessary and transfer ownership of the Deliverables to the Procuring Agency, without limitation, the Custom Software and associated Documentation on Final Acceptance or as otherwise provided in this Agreement.
2. Proprietary Rights. The Contractor will reproduce and include the State of New Mexico's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
Rights to Data. Any and all data stored on the Contractor's servers or within the Contractor's custody, in order to execute this Agreement, is the sole property of the Procuring Agency. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Procuring Agency's data in any manner, or provide to any entity or person outside of the Procuring Agency without the express written authorization of the Procuring Agency. The Procuring Agency reserves the right to request a complete copy of the data in a secured format that is acceptable to the Procuring Agency.

ARTICLE 3 - COMPENSATION

- A. Compensation Schedule. The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D.
- B. Payment. The total compensation under this Agreement shall not exceed [**Insert Dollar Amount**] including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this

Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes.

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

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

D. Retainage. The Procuring Agency shall retain up to 15%) of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.

E. Performance Bond.

Not Applicable. The Parties agree there is no Performance Bond.

ARTICLE 4 – ACCEPTANCE

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

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No

payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
2. Complies with the terms and conditions of the **Risk Management Information System RFP# 90-350-19-08638**;
3. Meets the performance measures for the Deliverable(s) and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
5. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within 15 Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

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

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND THE STATE PURCHASING AGENT.

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

ARTICLE 6 – TERMINATION

- A. **Grounds.** The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.
- B. **Appropriations.** By the Procuring Agency, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency terminates this Agreement pursuant to this subsection, the Procuring Agency shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
- C. **Notice; Agency Opportunity to Cure.**
1. Except as otherwise provided in Paragraph (3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.
- D. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

ARTICLE 7 – TERMINATION MANAGEMENT

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

Procuring Agency, the Contractor shall provide to the Procuring Agency a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Agency or created by the Contractor under this Agreement.

- B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Procuring Agency shall:
1. Retain ownership of all work products and documentation created pursuant to this Agreement; and
 2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

- A. General. The Contractor shall defend, indemnify and hold harmless the Procuring Agency, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its officer, agent, employee, servant or subcontractor thereof has or is performing Services pursuant to this Agreement. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the Procuring Agency, the Risk Management Division of the New Mexico General Services Department, and the DoIT.
- B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the Procuring Agency, as necessary, to satisfy any outstanding claim that the Procuring Agency may have against the Contractor.

ARTICLE 9 – INTELLECTUAL PROPERTY

- A. Ownership. Contractor hereby acknowledges and grants to the Procuring Agency and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

- A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the Procuring Agency, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Agency based upon Contractor's trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the Procuring Agency for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Procuring Agency shall:
1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
 2. Work with the Contractor to control the defense and settlement of the claim; and
 3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.
- B. Procuring Agency Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:
1. Provide the Procuring Agency the right to continue using the product or service and fully indemnify the Procuring Agency against all claims that may arise out of the Procuring Agency's use of the product or service;
 2. Replace or modify the product or service so that it becomes non-infringing; or
 3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the Procuring Agency to the extent such modification is the cause of the claim.

ARTICLE 11 - WARRANTIES

- A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.
- B. Software. The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this

Agreement will meet the applicable specifications for **twelve months** after Acceptance by the Executive Level Representative and implementation by the Procuring Agency. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the Procuring Agency, so that the software meets the applicable specifications.

ARTICLE 12 – CONTRACTOR PERSONNEL

- A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Contractor Staff Name(s)]

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

ARTICLE 13 – STATUS OF CONTRACTOR

- A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional Services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.
- B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an

adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the Procuring Agency.

ARTICLE 14 - CHANGE MANAGEMENT

- A. Changes. Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Executive Level Representative. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:
1. Deliverable requirements, as outlined in Exhibit A;
 2. Due date of any Deliverable, as outlined in Exhibit A;
 3. Compensation of any Deliverable, as outlined in Exhibit A;
 4. Agreement compensation, as outlined in Article 3; or
 5. Agreement termination, as outlined in Article 5.
- B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:
1. The Project Manager shall draft a written Change Request for review and approval by the Executive Level Representative to include:
 - (a) the name of the person requesting the change;
 - (b) a summary of the required change;
 - (c) the start date for the change;
 - (d) the reason and necessity for change;
 - (e) the elements to be altered; and
 - (f) the impact of the change.
 2. The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Executive Level Representative are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

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

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

ARTICLE 16 – DEFAULT/BREACH

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

ARTICLE 17 – EQUITABLE REMEDIES

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

ARTICLE 18 - LIABILITY

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

ARTICLE 19 – ASSIGNMENT

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

ARTICLE 20 – SUBCONTRACTING

A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Procuring Agency. The following named subcontractors have been approved by the Procuring Agency.

[List Names of All Approved Subcontractors]

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

ARTICLE 21 – RELEASE

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

ARTICLE 22 – CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

ARTICLE 23 –CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required

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

ARTICLE 24 - RECORDS AND AUDIT

- A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this Agreement’s term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, CIO, SPA, and DFA and the New Mexico State Auditor’s Office. The Procuring Agency shall have the right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

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

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

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

ARTICLE 27 – NEW MEXICO EMPLOYEES PAY EQUITY REPORTING

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

ARTICLE 28 – MERGER, SCOPE, ORDER OF PRECEDENCE

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

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

ARTICLE 29 – NOTICES

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

**For PROCURING AGENCY
Clinton Nicley State of New Mexico
General Services Department
Joseph Montoya Building
1100 South St. Francis Drive, Suite 2016
Santa Fe, New Mexico 87505
Clinton.Nicley@state.nm.us
(505) 827-2959**

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

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 30 – GENERAL PROVISIONS

- A. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:
1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
 2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
 3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.
- B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.
- C. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
- D. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 31 - SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 32 - TIME

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

ARTICLE 33 – FORCE MAJEURE

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

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

By: _____
Ken Ortiz, Cabinet Secretary
General Services Department

Date: _____

By: _____
[Insert Contractor Name, Title]
[Company Name]

Date: _____

By: _____
Karen Baltzley, Chief Information Officer
General Services Department

Date: _____

Approved for legal sufficiency:

By: _____
Victoria Garcia, General Counsel
General Services Department

Date: _____

By: _____
Michael Lujan, Acting Chief Financial Officer
General Services Department

Date: _____

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:

CRS ID Number: _____

By: _____ Date: _____
Taxation & Revenue Department

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

By: _____ Date: _____
Vincent Martinez, Cabinet Secretary and State Chief Information Officer
Department of Information Technology

This Agreement has been approved by the State Purchasing Agent:

By: _____ Date: _____
Purchasing Agent
for the State of New Mexico

EXHIBIT A – SCOPE OF WORK

I. Purpose of the Agreement:

[Certified Project Name: Risk Management Information System Replacement Project

II. Performance Measures:

III. Activities:

IV. Deliverables:

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor’s obligation is to perform and deliver the Deliverable as described in the following sections.

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

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

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
[Insert Name of Deliverable]	[Insert Date this Deliverable is due]	<ul style="list-style-type: none"> • [Insert Total \$ Amount] • [Insert Amount less GRT, if applicable] • [Insert \$ Amount less retainage, if applicable]

Task Item	Sub Tasks	Description

<p>[Insert Name of Task or tasks to be performed for each Deliverable.]</p>	<p>Sub 1 (through however many subtasks are needed to accomplish Task 1 which leads to the number of Tasks needed to accomplish Deliverable 1.</p>	<ul style="list-style-type: none"> • [Insert Description] Please use active verbs to identify tasks and subtasks to be performed by the vendor. • The due dates for the tasks and/or subtasks should be included as a means of assisting the Procuring Agency and Contractor to monitor contract progress. • Compensation amounts for tasks and/or subtasks can be identified here. The total amount paid for all tasks and/or subtasks performed under this Deliverable should be consistent with the Compensation due for total delivery of the Deliverable. • The Contractor will bill the Procuring Agency per Deliverable; clear and well defined language will assist the Procuring Agency and Contractor in determining if the Deliverable is met for payment purposes.
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A. Deliverable Number n – [Insert name of support Services.]

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
<p>[Insert Name of Deliverable]</p>	<p>[Choice #1 – Payment due at the start of the maintenance period Choice #2 - Arrears payment due at the end of the month or quarter]</p>	<ul style="list-style-type: none"> • [Insert Total \$ Amount] • [Insert Amount less GRT, if applicable] • [Insert \$ Amount less retainage, if applicable]

Task Item	Sub Tasks	Description
<p>Problem Support</p>	<p>Sub 1</p>	<p>The Contractor shall make technical support personnel available by phone and email on the following schedule: [Such as - Monday through Friday, 8:00A.M. To 5:00P.M., excluding state holidays.]</p>
	<p>Sub 2</p>	<p>The Contractor will log requests and provide to the Procuring Agency technical support services for the Software based on the priority levels and problem resolution processes described in the Performance Measures, above.</p>
	<p>Sub 3</p>	<p>The Contractor will update documentation (Systems Administration Guide, User Guide, and Product Manual) to reflect changes made to the system as a result of problem resolution.</p>
	<p>Sub 4</p>	<p>The Contractor will respond to technical and functional questions about the [Insert Application Name]. Such requests will be assigned a default</p>

		Priority of [Insert appropriate priority level] unless the Procuring Agency requests a higher priority be assigned to the request.
Monthly Report	Sub 1	The Contractor shall provide or make available online a monthly report on the activity and status of all logged requests received from the Procuring Agency.
Activities Tracking	Sub 1	Contractor shall maintain a log of requests in a Procuring Agency approved tracking system with a unique number assigned to each Procuring Agency request. The unique number shall be provided by the contractor to Procuring Agency for reference and communication.
	Sub 2	<p>The Procuring Agency will assign one of four levels of priority to each request:</p> <ul style="list-style-type: none"> • Priority 1 is the most severe program error and represents a situation where mission critical features and functions of the [name of application] are unavailable and no practical alternate mode of operation is available. Priority 1 problems will be corrected or a solution will be provided by Contractor for corrective action within [modify as appropriate - two (2) hours]. • Priority 2 indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 problems will be corrected or a plan will be provided by the Contractor for corrective action within [modify as appropriate - one (1) Business Day(s)]. • Priority 3 is the normal “next-in-line” problem priority assignment. At this level, requests are worked on in the order in which they are received. Priority 3 problems will be corrected or a plan will be provided by Contractor for corrective action within [modify as appropriate - ten (10) Business Days]. • Priority 4 is the Release assignment. At this level, requests are worked on as deemed appropriate by Procuring Agency. Priority 4 issues will be incorporated into specific releases, documented in an Application Deployment Package, which will be scheduled for delivery at the discretion of the Procuring Agency after time and cost estimates are provided by the Contractor and approved by the Agency, if applicable. As such, priority 4 issues will be due at the time the specific Release is delivered.

APPENDIX C. PROPOSAL COST RESPONSE FORMS

SUMMARY COST RESPONSE FORM C-1

Instructions

Use the information contained in Form C-2 to complete Form **C-1 Services Fee Section** using the proposed SDLC terminology for each deliverable. Next, complete the rest of Form C-1. *Note: The Offeror's Cost Proposal will consist of the following amounts:*

- Software Licensing - Grand Total
- Services - Grand Total
- 3rd Party Software Licensing - Grand Total
- Other Costs or Fees - Grand Total

Offeror Name:

Software Licensing Fees Section

Offeror Proposed System Licensing Fees	Proposed Fee Amount
Proposed System License fee (perpetual license):	
Proposed Annual System Maintenance Fee – Year 1	
Proposed Annual System Maintenance Fee – Year 2	
Proposed Annual System Maintenance Fee – Year 3	
Proposed Annual System Maintenance Fee – Year 4	
Proposed Annual System Maintenance Fee – Year 5	
Proposed Annual System Maintenance Fee – Year 6	
Proposed Annual System Maintenance Fee – Year 7	
Proposed Annual System Maintenance Fee – Year 8	
Software Licensing - Grand Total	

Services Fees Section:

The Offeror listed above submits the following firm, fixed cost per contract deliverable for the design development and implementation of the Risk Management Information System to complete the requirements as stated in this RFP. The following is a summary listing the deliverables and amount for each deliverable including New Mexico Gross Receipts Tax. **Use additional lines if required.**

Contract Deliverable Name	Proposed Phase	Proposed Contract Amount

Services Grand Total		

3rd Party Software License Fees Section:

The Offeror listed above submits the following fees for third party software licenses required to operate the Risk Management Information System to complete the requirements as stated in this RFP. Use **additional lines if required**.

3rd Party Software Licensing Fees	3rd Party Software Product	Proposed Fee Amount
3 rd Party License fee (perpetual license)		
3 rd Party Annual Maintenance – Year 1		
3 rd Party Annual Maintenance – Year 2		
3 rd Party Annual Maintenance – Year 3		
3 rd Party Annual Maintenance – Year 4		
3 rd Party Annual Maintenance – Year 5		
3 rd Party Annual Maintenance – Year 6		
3 rd Party Annual Maintenance – Year 7		
3 rd Party Annual Maintenance – Year 8		
3rd Party Software Licensing Grand Total		

Other Costs or Fees Section:

Any other costs or fees not included in the sections above (required to operate the Offeror’s proposed solution:

Description of Other Costs	Proposed Amount
Other Costs or Fees Grand Total	

Optional offerings or value added services: (please describe):

Description of Optional Offerings or added services	Proposed Amount

Hourly rate for Additional Professional Services: (please describe):

Type of Service	Hourly Rate (Agency Site)	Hourly Rate (Offeror Site)

**DETAIL COST FORM C-2
COMPLETION INSTRUCTIONS**

Offerors are required to use the following format for each proposed deliverable. The deliverables proposed must be consistent with the requirements set forth in the Offeror’s chosen SDLC from project initiation to the implementation of the production Risk Management Information System. Include all deliverables by project phase including conversion and training. The deliverable due date must coincide with the dates presented in the Offeror’s proposed project plan. Offerors may identify as many deliverables, with associated tasks and subtasks, as are needed to accomplish the successful implementation of the Risk Management Information System.

The Contractor shall provide a period of support and assistance after all of the components of the Proposed System are customized, fully implemented and are in full production. The post implementation support and assistance may include a variety of technical assistance and training including but not limited to system performance analysis, additional software upgrades or modifications and additional technical training. A minimum of 100 Contractor hours must be included within the Offeror’s Risk Management Information System proposal response to cover non-warranty Agency requested system enhancements and modifications. Include these costs as the Phase Last deliverable.

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

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
[Insert Name of Deliverable]	[Insert Date this Deliverable is due]	• [Insert Total \$ Amount]

Task Item	Sub Tasks	Description
[Insert Name of Task or tasks to be performed for each Deliverable.]	Sub 1 (through however many subtasks are needed to accomplish Task 1 which leads to the number of Tasks needed to accomplish Deliverable 1.	<ul style="list-style-type: none"> • [Insert Description] Please use active verbs to identify tasks and subtasks to be performed by the vendor. • The due dates for the tasks and/or subtasks should be included as a means of assisting the Procuring Agency and Contractor to monitor contract progress. • Compensation amounts for tasks and/or subtasks can be identified here. The total amount paid for all tasks and/or subtasks performed under this Deliverable should be consistent with the Compensation due for total delivery of the Deliverable. • The Contractor will bill the Procuring Agency per Deliverable; clear and well-defined language will assist the Procuring Agency and Contractor in determining if the Deliverable is met for payment purposes.

**APPENDIX D. CAMPAIGN CONTRIBUTION DISCLOSURE
FORM**

Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions

on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

“**Prospective contractor**” means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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 E. LETTER OF TRANSMITTAL FORM

Letter of Transmittal Form

RFP#: 90-350-19-08638

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.

_____, 2019
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX F. 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 web site link to additional information <http://insurenemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: _____ Date _____

APPENDIX G. PAY EQUITY REPORTING REQUIREMENTS

“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.”

“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.”

“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, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.”

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

APPENDIX H. RFP CHECKLIST

The Procuring Agency is providing Appendix H as a Checklist to assist the Offerors in identifying materials required in the Offeror's RMIS RFP Proposals. Potential Offerors should not rely solely on the Checklist and must comply with all areas of the procurement.

Response	Appendix H – Checklist Description
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p><u>Letter of Transmittal</u></p> <p>Each proposal shall be accompanied by a letter of transmittal (Please Refer to Appendix E). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter of Transmittal such as “subject to successful negotiation” or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p><u>Number of Copies</u></p> <p>Offerors shall provide the following to the location listed below on or before the closing date and time for receipt of proposals:</p> <ul style="list-style-type: none"> Binder 1 - One (1) original and seven (7) identical copies of their proposal; Binder 2 - One (1) original and two (2) copies of the response to additional business specifications; Binder 3 - One (1), original and three (3) copies of the RMIS Functional and Technical Requirements Matrix; Binder 4 - One (1) original and three (3) copies of other supporting materials Technical System Documentation; Two removable drives (Flash Drives) containing the contents of Binder 1, Binder 2 and Binder 3; Two removable drives (Flash Drives) with each Flash Drive containing the contents of the Offeror’s completed RMIS Functional and Technical Requirements Matrix. <p>The original binders shall be marked “ORIGINAL”.</p> <p style="text-align: center;">Karen Baltzley Procurement Manager RISK MANAGEMENT INFORMATION SYSTEM RFP#90-350-19-08638 Purchasing Division, General Services Department Joseph M. Montoya State Office Building, Room 2016 1100 South St. Francis Drive Santa Fe, New Mexico 87505</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p><u>Proposal Organization</u></p> <p>The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.</p> <ul style="list-style-type: none"> Letter of Transmittal (Binder 1) Table of Contents (Binder 1) Proposal Summary (Binder 1) Response to the following Business Specifications (Binder 1) <ul style="list-style-type: none"> IV.C.1 - Company Experience (Binder 1, Tab A) IV.C.2 – Proposed Solution (Binder 1, Tab B) IV.C.3 - Project Strategy and High-Level Work Plan (Binder 1, Tab C) IV.C.4 – Training, Approach, Techniques, Materials (Binder 1, Tab D)

Response	Appendix H – Checklist Description
	<p>IV.C.5 - Acceptance Testing (Binder 1, Tab E) IV.C.6- Past Performance – Offeror and Key Personnel (Binder 1, Tab F) IV.C.7 - Key Personnel Experience (Binder 1, Tab G) Response to the following Business Specifications (Binder 2) IV.C.9 - Financial Stability (Binder 2, Tab B) IV.C.10 - License Agreement(s) (Binder 2, Tab C) IV.C.11 - Cost Response Form(s) (Binder 2, Tab D) IV.C.12 - Software Maintenance (Binder 2, Tab E) IV.C.13 - Software in Escrow Agreement (Binder 2, Tab E) IV.C.14 - Campaign Contribution Form (Binder 2, Tab F) IV.C.15- New Mexico Employees Health Coverage Form (Binder 2, Tab G) IV.C.16 - Proposed System In Production (Binder 2, Tab H) IV.C.17 - Retainage (Binder 2, Tab I) IV.C.18 - Warranty (Binder 2, Tab J) IV.C.19- Value Added Products or Services (Binder 1, Tab K) IV.C.20 – Resident Business Preference (Binder 2, Tab L) IV.C.21 – Resident Veterans Preference (Binder 2, Tab M) II.C.15 – Sample RFP Contract Terms and Conditions (Binder 2, Tab N) II.C.15 – Offeror’s Terms and Conditions (Binder 2, Tab O)</p> <p>Technical and Functional Requirements (Binder 3) IV.B.1 –RMIS Functional and Technical Requirements Matrix, APPENDIX I, (Binder 3, Tab A). Note: Please include 2 flash drives with each flash drive containing the contents of the Offeror’s completed RMIS Functional and Technical Requirements Matrix; IV.B.2 -Proposed Equipment Configuration (Binder 3, Tab B) 1. Other Supporting Material Including Technical System Documentation, Training and other Materials, Report Samples of Examples (Binder 4, Tab A-N)</p>
<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><u>Proposal Content</u> The removal drive (Flash Drive) containing the following items in Microsoft Word 2016 format shall be included with the original in Binder 1. Only two (2) copies of the electronic media are required. The content of each removable drive shall include the contents of Binder 1, Binder 2 and Binder 3. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must occur only in Binder 2 with the cost response forms.</p> <p>The proposal summary shall be included by Offerors to provide the Evaluation Committee and member of the Agency management with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror’s proposal.</p> <p>Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate</p>

Response	Appendix H – Checklist Description
	<p>appendix in Binder #4. If necessary, Binder #4 may span more than one physical binder. In that case, the binders shall be labeled Binder #4-1 through Binder #4-N (with N referring to the last numerical value). Include appropriate tabs.</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Technical and Functional Specifications/Requirements Based on the Agency System Requirements Specifications and the RISK MANAGEMENT INFORMATION SYSTEM Library referenced in the Procurement Library, Offerors must complete and submit as part of their proposals the RMIS Functional and Technical Requirements Matrix (see Appendix I) (Excel Format) which includes mandatory and desirable technical and functional specifications/Requirement. Offerors must record 100% of the Requirement Met for every mandatory specification to be considered responsive to this request for proposals. Offerors must follow the instructions provided at the beginning of the matrix for completing the RMIS Functional and Technical Requirements Matrix (see Appendix I) (Excel Format).</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Proposed Equipment Configuration The Agency prefers to purchase equipment and/or software directly. Therefore, equipment costs must not be included in this cost proposal. However, the Offeror must identify what equipment and software is required for the implementation and operation of the Proposed Solution.</p> <p>For the process of developing the Proposed Equipment Configuration, the Offeror should utilize the Agency’s Technical Requirements information and metrics provided in this Section IV and Appendix I of the RFP, along with the Offeror’s experience from previous installations. Additionally, the Agency will be establishing the following three environments: Development; User Acceptance Testing; and Production. Offerors must document what equipment and software will be required for these three environments.</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Company Experience Offerors shall submit a statement of relevant company experience, including the experience of major subcontractors. The documentation should thoroughly describe the Offeror’s experience with similar contracts and work related to RISK MANAGEMENT INFORMATION SYSTEMS. At a minimum, the Offeror should provide the following information as evidence of the Offeror’s experience:</p> <p>General Experience and Information - The Offeror’s proposal should include the following: The company name and business address including headquarters and local offices, if any, and telephone numbers. A description of the Offeror's organization, including names of principals, number of employees, client base, areas of specialization and expertise, and any other information that will assist the Evaluation Committee in formulating an opinion about the stability and strength of the organization. The name of the jurisdiction in which the Offeror is organized and the date of such organization.</p>

Response	Appendix H – Checklist Description
	<p>A list, if any, of all current contractual relationships with the State of New Mexico or those completed within the previous five-year period. The listing should include the contract number, contract term, and procuring agency’s name for each engagement.</p> <p>A high-level description of the experience level, technical and Risk Management Information System application knowledge, and government experience of the company technical resources that may be used for this or future contracts with the Agency.</p> <p>Risk Management Information System Experience – The Offeror’s proposal should include the following:</p> <p style="padding-left: 40px;">A description of the duration including how long the Proposed System has been in the market place, and depth of their experience implementing, installing and supporting Risk Management Information Systems.</p> <p>Identification of the customer base including previous or ongoing Risk Management Information System engagements including but not limited to the dates of the period of service, a description of the products and/or service provided plus the current status of the engagement</p> <p style="padding-left: 40px;">A discussion of the type and duration of the business relationship with the manufacturer(s) of third-party software whose products are included in the Proposed Solution.</p> <p>Document how Proposed System upgrades or maintenance releases are prepared and distributed to the customer base.</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Proposed Solution</p> <p>Offerors shall include in their proposal a thorough description of how their proposed software solution meets the needs of the Agency in providing multi-line insurance coverage programs and loss control initiatives to the Agency’s constituents. The Offerors shall describe the features, functions and benefits to be realized by the Agency in utilizing their Proposed System, and how their Proposed System functionality incorporates industry best practices in the following areas:</p> <p style="padding-left: 40px;">Property and Casualty Claims Administration and Management;</p> <p style="padding-left: 40px;">Workers’ Compensation Claims Administration and Management;</p> <p style="padding-left: 40px;">Loss Prevention and Control Administration and Management;</p> <p style="padding-left: 40px;">Risk Pool Administration and Management;</p> <p style="padding-left: 40px;">Underwriting Policy Administration and Management;</p> <p style="padding-left: 40px;">Vendor Administration and Payment Processes;</p>

Response	Appendix H – Checklist Description
	<p>Claimant Payment Processes;</p> <p>Risk Rate Analysis;</p> <p>Complying with Regulatory Reporting Requirements; and</p> <p>Use of Analytics to improve the Procuring Agency’s operational efficiencies.</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Project Strategy and Preliminary Project Plan</p> <p>Offerors shall include in their proposal a thoroughly prepared Project strategy, a thorough description of the functional capacities that will be implemented in each phase, a preliminary project plan including all proposed Project phases (please refer to appendix C-3 High Level Project Schedule) and timelines plus the following items.</p> <ul style="list-style-type: none"> Governance and Control; Project Organization Chart including accountability and lines of authority; Off -Site Staffing (include location(s)); Project Management and Reporting; Implementation Methodology and Tools; and Quality Assurance Measures and Procedures <p>The plan should clearly identify the proposed roles and responsibilities of every subcontractor(s) who may be involved in the proposal.</p> <p>The plan should clearly identify all offeror, subcontractor, Contractor resources and requirements as well as any Agency technical and/or user personnel that may be required by project phase.</p> <p>The organization chart should include the name and title of each person proposed as Key Personnel as well as a description of the individual’s proposed job duties, role and/or responsibilities. The Key Personnel may vary by Project phase.</p> <p>The plan should clearly identify all planning assumptions and dependencies. Offerors should address Proposed System integration with other software products. The suppliers of the other software products should be included in the proposal as subcontractors.</p> <p>Offerors should describe how the relationship between the Agency and Offeror will be managed from an account and technical support perspective.</p> <p>Offerors should describe what is required of the Agency to ensure the successful implementation of the Proposed Solution.</p> <p>The Offeror shall propose and describe the SDLC and its methodology, and how it is integrated in the project plan for the delivery of this project. The SDLC</p>

Response	Appendix H – Checklist Description
	<p>framework should define the activities performed at each stage of the software development and implementation for this Project. Offerors should state why the SDLC was chosen for this project.</p> <p>The Offeror’s proposal shall include a preliminary work plan for the design, development, implementation and operation of the proposed system within the timeframe specified in Paragraph A.5 of this section.</p> <p>Task Level -The plan must include all activities necessary for a successful transition work plan down to the task level. No task can exceed more than eighty hours in the work plan.</p> <p>The work plan must clearly identify all Offeror (including subcontractors) and Agency resources required to successfully complete the transition. The Offeror must provide job descriptions and the number of personnel to be assigned to the installation, testing, and implementation of the plan.</p> <p>Microsoft Project – The plan must be submitted using Microsoft Project. The plan must include each project deliverable.</p> <p>The Offeror’s proposal shall include a data conversion plan. At a minimum the plan shall include the methodology, tools and/or techniques to be employed and validation procedures to be used to include:</p> <p>Conversion Process – A description of the conversion process, record handling and inventory control process, and quality control activities.</p> <p>Errors – An outline of common errors and resolutions from previous conversion efforts.</p> <p>Roles – A description of roles and responsibilities for offeror-provided staff members and the Agency staff members.</p> <p>Schedule – A detailed activity schedule and timeline for the conversion process.</p> <p>Data Cleansing – Existing data in legacy application should be cleansed as part of the migration process. Cleansing activities include:</p> <p style="padding-left: 40px;">Validating data contents to ensure that the information stored is accurate.</p> <p style="padding-left: 40px;">Standardizing data formats for conformance.</p> <p>Data Deduplication – Existing data is not normalized. The same data element quite often is stored in multiple locations. If these locations contain different information, then they should be reconciled and resolved.</p> <p>Data Migration – As new business functions move to the new application systems; corresponding business data should be moved from legacy to new databases.</p>

Response	Appendix H – Checklist Description
	<p>Data Synchronization – Overlapping data in both the legacy and new application systems should be synchronized during application transition. Overlapping data consists of information required in both application systems for processing business transactions. Synchronization activities should be performed in real time or on a near-real-time basis.</p> <p>The Offeror’s Data Conversion Plan should also outline each major step anticipated in the data conversion process.</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Training Approach, Techniques, Materials</p> <p>The Offeror must include in its proposal a description of its approach to training, including objectives, roles and responsibilities, facility requirements, course descriptions and curriculum outlines, and a plan for training, testing, and evaluation, including:</p> <ul style="list-style-type: none"> A “train the trainer” course for the Business Operations group and system administrators; Software and application training for developer and support staff; Training for system operations staff; DBA staff training, if required; A list of the training materials that will be delivered to the Agency; and A training schedule and timeline by implementation phase. <p>The Offeror must include in its proposal a description of three types of training as follows:</p> <p>Offerors should describe their approach, recommended level, training techniques, resources and materials to support the implementation of the Proposed Solution by implementation phase for the system users.</p> <p>Offerors should describe their approach, recommended level, training techniques, resources and materials to support the technical administration of the Proposed Solution by implementation phase.</p> <p>Offerors should describe their approach, recommended level, training techniques, resources and materials to support technical operational and maintenance training of all components of the Proposed Solution by implementation phase.</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Acceptance Testing</p>

Response	Appendix H – Checklist Description
	<p>The Offeror’s proposal shall include a description of the acceptance testing approach, methodology, procedures, resources and/or tools that may be used by the Agency to validate the functions and features of the unmodified, Proposed System. The discussion should individually address each system component that comprises the unmodified, Proposed System.</p> <p>The Offeror must include in its proposal a description of its approach to testing the proposed system and its components by phase, including verification that all requirements of the delivered system and its components are fully satisfied, and including:</p> <p>Test Procedures – Define the test procedure methodology overall and for each of the specific test areas below, including verification of compliance with requirements as well as the data conversion validation.</p> <p>Functional Testing – To demonstrate each of the discrete functional capabilities of the system.</p> <p>Operational Testing – To demonstrate the full operability of all integrated components in an operational environment and to validate associated user and maintenance documentation.</p> <p>Benchmark Testing – To demonstrate that the system meets or exceeds performance requirements, including throughput and response times.</p> <p>Final Acceptance Testing – To demonstrate that system components are completely readied for production implementation.</p> <p>The Offeror’s proposed system must not be vulnerable to the following security vulnerabilities: Unvalidated redirects and forwards, sensitive data exposure, failure to restrict URL access, insecure cryptographic storage, security misconfiguration, cross site request forgery, insecure direct object references, broken authentication and session management, cross site scripting, and SQL Injection. The selected Offeror’s system will be tested by an Agency representative for these vulnerabilities during acceptance testing. Offeror will be required to fix vulnerabilities prior to acceptance.</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Past Performance – Offeror and Key Personnel</p> <p>Offeror Past Performance</p> <p>Offerors proposals shall include three external references from clients who are willing to validate the Offeror’s past performance on similar projects. At least ONE of the references for the Proposed System shall be from a site of comparable or larger size where the proposed system has been installed and is in current successful operation. Offerors are encouraged to include additional references that they believe the Evaluation Committee would find helpful in thoroughly evaluating their past performance. The contact person will be expected to complete and return the Past Performance Questionnaire to the Evaluation Committee within one week from the date the questionnaire is emailed to the recipient. The failure of a contact person to return or thoroughly complete the</p>

Response	Appendix H – Checklist Description
	<p>questionnaire will result in a reduction of points awarded for this evaluation factor. The minimum information that shall be provided for each client reference follows:</p> <ul style="list-style-type: none"> Name of the contact person; Name of the company or governmental entity; Address of the contact person; Telephone number of contact person; Email address of the contact person; and A description of the products and services provided and dates the products and services were provided. <p>Key Personnel Past Performance</p> <p>Offerors shall include in their proposals two external client references for each Key Personnel identified. The contact person will be expected to complete and return the Past Performance Questionnaire to the Evaluation Committee within one week from the date the questionnaire is emailed to the recipient. The failure of a contact person to return or thoroughly complete the questionnaire will result in a reduction of points awarded for this evaluation factor. The minimum information that shall be provided about each reference is as follows:</p> <ul style="list-style-type: none"> Name of governmental entity or company for which services were provided; Address of governmental entity or company; Name of contact person; Telephone number and email address of contact person; and Type of services provided and dates services were provided.
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Key Personnel Experience</p> <p>Offerors shall provide resumes and experience narratives of Key Personnel who will be assigned to the project, if awarded the Contract. Experience narratives should be attached to the resumes that describes the specific relevant experience of the staff members in relation to the role that staff member will perform for this Contract. The narrative(s) should include the name of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly show how they are qualified to perform their respective job duties under the Contract.</p>

Response	Appendix H – Checklist Description
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Presentation and Demonstration</p> <p>Finalist Offerors agree to present their proposals and demonstrate a Demonstration Prototype of their Proposed Systems to the Evaluation Committee. The Finalist Offeror’s proposed overall or by phase project manager(s) is expected to conduct the relevant portion of the session.</p> <p>NOTE: Finalist Offerors shall provide all of the required computer equipment, computer projector, screen and internet access required for the demonstration of their Proposed Systems.</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Financial Stability</p> <p>Offerors shall submit copies of their organization’s independently-audited financial statements for the preceding three (3) years. The financial statement submitted must be solely for the Offeror. If independently audited financial statements do not exist for the Offeror, the Offeror shall state the reason and, instead, submit sufficient information (e.g. Dun & Bradstreet Report, unaudited financial reports, bank statements) to enable the Evaluation Committee to determine the financial stability of the Offeror.</p> <p>The submissions shall include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the offeror, the offeror shall state Agency the reason and instead submit sufficient information to enable the Evaluation Committee to determine the financial stability of the offeror. Financial statements and company sensitive information provided may be marked confidential.</p> <p>Offerors shall provide a statement as to whether there is any pending litigation against the Offeror which may impair the Offeror’s performance in a Contract under this RFP. Likewise, Offerors must provide a statement as to whether the Offeror or any of the Offeror’s employees, agents, independent contractors, or subcontractors assigned to the project have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so provide an explanation with relevant details.</p> <p>The Evaluation Committee reserves the right to require the Offeror to submit additional financial information it believes is necessary to complete its evaluation.</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>License Agreement</p> <p>The Offerors supplying licensed software must include a copy of any software license agreement(s) in their proposals. The Licensor shall grant the Agency an unlimited perpetual license to use the software. There shall be no limitation on the numbers of authorized users. Authorized users shall include the Agency and</p>

Response	Appendix H – Checklist Description
	its district office personnel. Offerors must provide a statement of agreement with this requirement. Licensing agreements shall be incorporated into the Contract.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Cost Specifications The proposed costs must directly relate to the Offeror’s response to the specification found at Paragraph IV.B.2, Project Strategy and Preliminary Project Plan. Each Offeror shall complete and submit an appropriately completed Proposal Cost Response Summary Form C-1 plus the appropriately completed Proposal Cost Response Detail Form found in Appendix C -2.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Software Maintenance and Support (Licensed Software Only) Offerors shall agree to a COTS system software maintenance support agreement upon the completion of the warranty period. Maintenance support shall include software updates “bug fixes”, telephone technical support and other type and level of services. Offerors must include a description of their software maintenance and support services in their proposals. The cost for software maintenance and support must be provided in the Proposal Cost Response Summary Form, Appendix C-1. The Agency prefers to have rights for source code modifications to the proposed system for in-house maintenance and enhancements that may be required over time. Offerors shall provide a statement clarifying the Agency’s rights to software modifications and limits thereof.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Software in Escrow (Licensed Software Only) Offerors supplying licensed software must include a statement of its intention and written evidence of its ability to procure, submit to the Agency, and maintain a Software Escrow Agreement in accordance with Article 2, Paragraphs D.1 and D.2 Sample RFP Contract Terms and Conditions, Appendix C. A statement to this effect and written evidence of ability is required.
<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Campaign Contribution Form</u> The Offeror must complete Campaign Contribution Disclosure Form and submit a copy with their proposal. This must be completed whether or not an applicable contribution has been made. (See Appendix D)
<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>New Mexico Employees Health Coverage Form</u> The Offeror must agree with the terms and submit a signed New Mexico Employees Health Coverage Form with the submittal of their proposal. (See Appendix E)
<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Proposed System In Production</u> If the Proposed System is in full production operation in another state, Offerors shall identify the state where the Proposed System is in production, list the functions that are in production, and provide the name, telephone number, and email address of the state employee of that state that can verify the Offeror’s compliance with this requirement.
<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Retainage</u> Offerors are advised that in accordance with Article 3, Paragraph D of the Sample RFP Contract Terms and Conditions, Appendix B, up to 15% retainage may be applied to each deliverable. A statement of concurrence is required.

Response	Appendix H – Checklist Description
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p><u>Warranty</u> Offerors are advised that in accordance with Article 11, Paragraph B of the Sample RFP Contract Terms and Conditions, Appendix C, the warranty period shall be a minimum of twelve (12) months from the date of system acceptance. Warranty services shall be performed at no cost to the Agency. A statement of concurrence is required.</p>

**APPENDIX I. RMIS FUNCTIONAL AND TECHNICAL
REQUIREMENTS MATRIX**

Insert Spreadsheet Here

**APPENDIX J. INSTRUCTIONS FOR COMPLETING RMIS
FUNCTIONAL AND TECHNICAL REQUIREMENTS MATRIX**

RMIS Functional and Technical Requirements Matrix Instructions

Introduction

These documented requirements are supplemented by reference information presented throughout the RFP and online Procurement Library at:

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

Upon contract award, the successful Offeror will work closely with the Agency to complete a refinement of all requirements, and a validation of requirements to the Offeror's proposed solution. Offeror must complete and submit as part of their proposals Appendix I - RMIS Functional and Technical Requirements Matrix which includes mandatory and desirable technical and functional specifications and requirements. Offeror must complete and respond to each requirement listed in Tabs A-H otherwise a proposal may be deemed "non-responsive".

1. Worksheet Definitions:

The requirements matrix includes (10) worksheet tabs. The first tab is labeled "Instructions" and is used to instruct and provide information about the matrix. The second and third tabs are used to define the scoring criteria to be employed in evaluating the Matrix. The remaining tabs are uniquely labeled to designate detailed requirements for the Risk Management Information system proposed. The 10 worksheet tabs include:

- a. Instruction – Provides Offerors with instructions on how to use and populate the Requirements Matrix;
- b. RFP Scoring Criteria – Contains a list of point scoring criteria;
- c. High-Level Function Weighting – Used by the Agency to prioritize the functionality required in a proposed system
- d. A-General – Contains all of the General Requirements the Agency is seeking to find in the Proposed Solution;
- e. B-Incidents – Contains all of the Incident Requirements the Agency is seeking to find in the Proposed Solution;
- f. C-WC Claims – Contains all of the Workers' Compensation Claim Requirements the Agency is seeking to find in the Proposed Solution;
- g. D-PAC Claims – Contains all of the Property and Liability Claim Requirements the Agency is seeking to find in the Proposed Solution;
- h. E-Risk & Insurance – Contains all of the Policy and Analytics Requirements the Agency is seeking to find in the Proposed Solution;
- i. F-Reporting & Dashboard – Contains all of the Reporting Requirements the Agency is seeking to find in the Proposed Solution;
- j. G-Technical – Contains all of the Technical (Computing Infrastructure) Requirements the Agency is seeking to find in the Proposed Solution; and,
- k. H-Loss Prevention – Contains all of the Loss Prevention and Control Requirements the Agency is seeking to find in the Proposed Solution.

2. Column Definitions

For Tabs A-H each Worksheet includes eight (8) Columns with the Columns formatted in a method to identify the software functionality required, a detailed description of what the software functionality should provide, and other criteria the agency has identified to assist in scoring the software products. The eight (8) Columns include:

1. **Function ID** – The Agency is using this column to assign a unique identifier to each high-level software function sought in a new RMIS product;
2. **High-Level Description** – The Agency is using this column to provide a high-level description of software functionality sought in a new RMIS product;
3. **Detailed Description** – The Agency is using this column to provide a detailed description of software functionality sought in a new RMIS product;
4. **Requirement ID** – The Agency is using this column to assign a unique identifier to each detailed software function sought in a new RMIS product;
5. **Agency Requirement** – The Agency’s Subject Matter Experts (SMEs) have reviewed each of the requirements and the Agency is using this column to define the Offeror’s obligation in meeting the requirement. Valid requirements include:
 - i. “Desirable”
 - ii. “Highly Desirable”
 - iii. “Mandatory”
6. **Percent of Requirement Met** – The Agency is using this column to allow the Offeror to identify the percentage of the requirement that is being met, using whole percentages from 1% to 100%. If it is the Offeror's intent to satisfy and implement a detailed requirement, then the default cell value of "0%" should be changed by the Offeror. This percentage will be used to calculate evaluation points for the detailed requirement.
7. **Level of Effort to Meet Requirement** – The Agency is using this column to allow the Offeror to select a value from a drop-down list to identify the Offeror’s level of effort to provide the functionality to the Agency. Valid values for the " LEVEL OF EFFORT TO MEET REQUIREMENT " column include:
 - a. "Configurable" – indicates that the requirement is satisfied through configuration within eight (8) hours or less of effort to satisfy the requirement;
 - b. "Minor Development" – indicates that the requirement is satisfied through code development and/or system modification requiring more than eight (8) hours of effort up to eighty (80) hours of effort.
 - c. "Major Development" – indicates that the requirement is satisfied through code development and/or system modification requiring more than eighty (80) hours of effort.; and,
 - d. "N/A" – means Offer does not provide the functionality (Note: this is the default value for the column)
8. **Detailed Description** – The Offer should use this column in the following ways;
 - a. Provide a detailed description of how the Offeror’s Proposed System meets the requirement established by the Agency.

Instruction

1. Offeror Response - Offeror must complete and respond to Tabs A-H within Attachment I, RMIS Functional and Technical Requirements Matrix; otherwise, a proposal may be deemed "non-responsive". The Offeror must submit the "Completed" Requirements Matrix in an electronic format per instruction defined Section III.B.1 Technical Proposals.
2. Structure Changes - The Offeror must not change the structure of the requirement matrix or place any information in any other tab or column except for those designated as response columns; otherwise a proposal may be deemed as "non-responsive".
3. New Row or Column Inserts - The Offeror must not insert new rows or columns into the requirement matrix; otherwise a proposal may be deemed "non-responsive".
4. The Offeror can only populate three columns in each of the A-H Worksheets. The columns to be populated include
 - a. Percent of Requirement Met – The Agency is using this column to allow the Offeror to identify that 100 percentage of the requirement is being met by the Proposed Solution. If it is the Offeror's intent to satisfy and implement a detailed requirement, then the default cell value of "0%" should be changed by the Offeror. This percentage will be used to calculate evaluation points for the detailed requirement.
 - b. Level of Effort to Meet Requirement – The Agency is using this column to allow the Offeror to select a value from a drop-down list to identify the Offeror's level of effort to provide the functionality to the Agency. Valid values for the " LEVEL OF EFFORT TO MEET REQUIREMENT " column include:
 - i. "Configurable" – indicates that the requirement is satisfied through configuration within eight (8) hours or less of effort to satisfy the requirement;
 - ii. "Minor Development" – indicates that the requirement is satisfied through code development and/or system modification requiring more than eight (8) hours of effort up to eighty (80) hours of effort.
 - iii. "Major Development" – indicates that the requirement is satisfied through code development and/or system modification requiring more than eighty (80) hours of effort.; and,
 - iv. "N/A" – means Offer does not provide the functionality (Note: this is the default value for the column)
 - c. Detailed Description – The Offer should use this column in the following ways;
 - i. Provide a detailed description of how the Offeror's Proposed System meets the requirement established by the Agency.

Scoring

Up to 250 points may be awarded based upon an evaluation of the response to the completed Technical and Functional Requirements/ Specifications Response spreadsheet. The Spreadsheet is self-scoring based on the Offeror’s response to how the proposed solution meets the Agency’s requirements. The Points will be awarded based on the response indicated on the spreadsheet as follows.

- a. The Agency has grouped the Technical and Functional Requirements into eight (8) categories and has identified the Maximum Points for each category based on the importance of the business process and technical functionality the Agency is seeking from a modernized RMIS Product. The categories and maximum point structure are provided in the table below.

Category	Requirements Matrix Tab	Category Maximum Points
A - General Requirements	Tab A	40
B - Incidents	Tab B	5
C - Workers Compensation	Tab C	50
D - PAC	Tab D	50
E - Risk and Insurance	Tab E	25
F - Reports and Dashboards	Tab F	25
G- Technical	Tab G	50
H- Loss Prevention	Tab H	5
Grand Total		250

- b. In Tabs A-H, the Agency identified individual requirements and has developed a Maximum Scoring methodology, for each requirement, based on the Agency’s rating of the importance of the requirement to the project. The column labeled “Maximum Score” and the associated values are derived based on the following criteria:
 - i. Mandatory=0 points (no points awarded as all Mandatory functions are required);
 - ii. Highly Desirable=4 points; and,
 - iii. Desirable=1 point.

- c. Additionally, for Tabs A-H, the column labeled “Calculated Score” is determined, for each requirement, based on the Offerors’ response to how their product meets the requirement, by multiplying the “Maximum Score” (from above) by the “Level of Effort Scoring Factor” identified below:
- i. Configurable=100%,
 - ii. Minor Development=70%,
 - iii. Major Development=30%.
- d. The Agency developed the High-Level Function Weighting Tab to further define the scoring methodology based on the prioritized functionality. The secondary scoring methodology includes:
- i. The column labeled “High-Level Requirement Weighting Factor” is used to identify the priority of the functionality.
 - ii. The column labeled “High-Level Requirement Maximum Score” is predetermined by the Agency and is produced by criteria identified in items b and c above.
 - iii. The column “High-Level Requirement Calculated Score” is determined based on the Offeror’s response to items b and c from above.
 - iv. The column “High-Level Calculated Percentage Met” is determined based by dividing the “High-Level Requirement Maximum Score” by the “High-Level Requirement Calculated Score”.
 - v. The column “High-Level Calculated Weighting Factor” is determined by multiplying the “High-Level Calculated Percentage Met” by the “High-Level Requirement Weighting Factor”.
- e. The final score is determined by using the RMIS RFP Scoring Criteria Tab and the information presented above. The column labeled “Calculated Points” is determined by multiplying the column labeled “Maximum Points” by the by the “High-Level Requirement Weighting Factor” from the High-Level Function Weighting Tab.