

ISSUED BY
The New Mexico Human Services Department
Income Support Division



FOR THE PROVISION OF
Document Imaging and Work Flow Solution

RFP # 09-630-00-12353

INCOME SUPPORT DIVISION
State Of New Mexico
Department of Human Services
P. O. Box 2348
Santa Fe, New Mexico 87504-2348
Pamela S. Hyde, J. D., Secretary

ISSUE DATE : **April 3, 2009**

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico's Human Services Department (HSD), the Agency, requests proposals for the design, development, and implementation of an Electronic Document Management System (EDMS) and Work Flow solution. The solution must be scalable and flexible to meet the needs of other Divisions within the Agency.

The purpose of this Request for Proposals (RFP) is to select an Offeror with the experience and knowledge to perform the services described in Section IV Specifications.

B. SUMMARY SCOPE OF WORK

The scope of work shall consist of:

1. Project Management
2. Analyze Network Load
3. Validate Requirements
4. Design Solution
5. Build Solution
6. Test Solution
7. Pilot Solution
8. Train Users and Administrators
9. Deploy Solution

In addition to the above list, respondents to the RFP are required to provide responses for:

1. Hardware
2. Software
3. Maintenance

The purchase of these latter three components will be at the option of THE AGENCY.

C. SCOPE OF PROCUREMENT

The scope of this procurement shall encompass the requirements defined in Section IV Specifications. The contract resulting from this RFP is scheduled to begin on the date listed in Section II Sequence of Events or upon receiving all required state approvals, whichever is later for a term of one year. The contract may be extended a maximum of three, one-year terms or any portion thereof at the discretion of the Agency, pursuant to funding availability and satisfactory service provision, as determined by the Agency. In no circumstance shall the contract exceed a total of four (4) years in duration. This procurement will result in a single source award.

D. PROCUREMENT MANAGER

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

Jan Christine, Procurement Manager
Human Services Department, Information Technology Division
725 St Michaels Dr. Room 80
Plaza San Miguel
Santa Fe, NM 87505
Telephone: (505) 827-9425 Fax Number: (505) 476-3950
Jan.Christine@state.nm.us

All deliveries via express carrier (including proposal delivery) should be addressed as follows:

Jan Christine, Procurement Manager
C/O State Purchasing Division
1100 St. Francis Drive
Room 2016
Santa Fe, NM 87505
Telephone: (505) 827-9425 Fax Number: (505) 476-3950
Jan.Christine@state.nm.us

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

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

“Agency” means the Human Services Department or the Department.

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

“Contract” means a written agreement for the procurement of items of tangible personal property or services.

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

“Department” for purposes of administering the RFP and associated proposals, “Department” means the New Mexico Human Services Department (HSD).

“Department of Information Technology” (DoIT) means the state of New Mexico Department of Information Technology. DoIT provides enterprise information technology services to state government's executive branch. This includes the communications infrastructure, the state Data Center, and oversight for information technology projects to help state agencies better serve the public

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

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

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

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

“Evaluation Committee Report” means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the State Purchasing Agent for contract award. It contains all written determinations resulting from the procurement.

“Finalist” is defined as 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.

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

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

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

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

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to

make satisfactory delivery of the services or items of tangible personal property described in the proposal.

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

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

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

F. BACKGROUND INFORMATION

This section provides background on the Human Services Department, the Income Support Division, and the operating environment of the Agency which may be helpful to the Offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

Agency Mission

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

HSD Mission:

- To reduce the impact of poverty on people served, by providing services that prevents or reduces poverty
- To reduce the impact of poverty on the State of New Mexico
- To impact positively the social and economic health of New Mexico
- To assure low-income and disabled individuals in New Mexico equal participation in the life of their communities

HSD Goals and Values

The HSD goals reflect Secretary Hyde’s commitment to providing the best service possible to our clients through three core values: *Access, Quality, and Accountability*.

ACCESS: The Agency strives for access to support and services for New Mexicans to move toward self-sufficiency in life.

QUALITY: The Agency commits to quality by providing services in a respectful manner and services that produce results.

ACCOUNTABILITY: The Agency engages in accountability to all of our customers (clients, employees, the public, and taxpayers) through monitoring, careful explanations, and correct decisions.

The values of Access, Quality, and Accountability are provided by the Goals of HSD:

Goal 1: Insure New Mexico

- Provide small employers more options for affordable health insurance
- Provide New Mexicans more opportunities for health insurance

Goal 2: Improve Health for New Mexicans

- Increase immunizations for children and adolescents
- Improve health, developmental and educational outcomes of newborns
- Link low-income children, seniors, veterans, and disabled individuals to needed health care services

Goal 3: Combat Hunger and Improve Nutrition

- Reduce hunger and food insecurity among New Mexico's children
- Reduce child and adolescent obesity and diabetes in all populations
- Provide meals for senior and disabled individuals

Goal 4: Improve Behavioral Health

- Reduce suicide among young and high-risk individuals
- Improve access, quality, and value of mental health and substance abuse
- Provide enhanced services for high-risk and high need individuals
- Increase rural, frontier, and border access to behavioral health services

Goal 5: Protect and Support Vulnerable Populations

- Enforce "zero tolerance" of abuse, neglect, or exploitation of children, seniors, and vulnerable adults
- Assist seniors and others with limited or no prescription drug coverage
- Increase utility assistance to low-income households

Goal 6: Develop the Agency Workforce and Infrastructure

- Increase the number of physical health care, allied professionals and oral health workers
- Enhance New Mexico's behavioral health workforce
- Expand health care access in rural and underserved areas through telehealth Services
- Expand health care for school age children and youth through school-based health services

- Provide "no wrong door" to state services through enterprise eligibility information technology and common resource directory capacity
- Improve administrative effectiveness

Organization of the Agency

The State of New Mexico Human Services Department is a cabinet-level Agency in the Executive Branch of New Mexico State government. The Agency is headed by a Cabinet Secretary appointed by the Governor and confirmed by the New Mexico State Senate. The Agency consists of the Office of the Secretary and the following business units (see HSD Attachment 1:

1. Administrative Services Division (ASD)
2. Child Support Enforcement Division (CSED)
3. Information Technology Division (ITD)
4. Income Support Division (ISD)
5. Medical Assistance Division (MAD)
6. Office of General Counsel (OGC)
7. Office of Human Resources (OHR)
8. Office of Inspector General (OIG)
9. Behavioral Health Services Division (BHSD)

New Mexico Human Services Department Resources and Locations

HSD's operating budget for fiscal year 2009 is \$4.1 billion. Approximately seventy percent (70%) of HSD's revenue is from Federal sources, twenty-eight percent (28%) is from the State General Fund, and two percent (2%) is from Other State Funds.

The Agency has more than 1,950 authorized Full Time Equivalents (FTE's) and contracts with community-based service providers throughout the State. There are 34 ISD field office locations statewide and three satellite offices, for a total of 37 offices. ISD also provides services at several itinerate sites through out the state. There are 12 CSED field office locations statewide, with an additional four satellite offices. There are also eight quality control offices statewide. The Agency's central offices are located in four Santa Fe office buildings: Pollon Plaza Building (Medical Assistance Division, Income Support Division, Child Support Enforcement Division, and Office of General Counsel); Ark Plaza Building (Medical Assistance Division); Plaza San Miguel Building (Administrative Services Division, Information Technology Division, Office of Inspector General); and 37 Plaza La Prensa (Office of the Secretary, Behavioral Health Division, and Office of Human Resources).

G. PROCUREMENT LIBRARY

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

New Mexico State Purchasing Division includes links to Procurement Regulations and Request for Proposal – RFP instructions: <http://www.generalservices.state.nm.us/spd/>

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

TABLE 1 - Sequence of Events

	Action	Responsibility	Date
1	Issue of RFP	Agency / SPD	04/03/09
2	Submission of Acknowledgement of Receipt Form	Potential Offerors	04/17/09
3	Pre-proposal Conference	Agency	04/21/09
4	Written Questions	Potential Offerors	04/24/09
5	Response to Written Questions / Amendments	Agency	04/29/09
6	Submission of Proposal	Offeror	05/19/09
7	Proposal Evaluation & Selection of Finalists	Evaluation Committee	05/22/09
8	Best and Final Offers from Finalists	Offeror	05/28/09
9	Oral Presentations by Finalists	Offeror	06/02/09- 06/05/09
10	Finalize Contract	Agency, Offeror	06/12/09
11	Contract Award	SPD / DFA	On or about 06/19/09
12	Protest Deadline	Offeror	As provided in the Procurement code.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown above

1. Issue of RFP

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

2. Submission of Acknowledgement of Receipt Form

Potential Offerors should hand deliver or return by facsimile, e-mail pdf format, or by registered or certified mail the “Acknowledgement of Receipt of Request for Proposals Form” that accompanies this document (see 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 (see Section I, Paragraph D) per sequence of events outlined in Table 1 – Sequence of Events.

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

Failure to return this form shall constitute a presumption of receipt and 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 the date indicated in the Section II Sequence of Events, **Time and location to be established prior to publication.** A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Conference.

Attendance at the Pre-Proposal Conference is mandatory and a prerequisite for acceptance of a proposal.

4. Written Questions

Potential Offeror may submit written questions as to the intent or clarity of this RFP until close of business on the date listed in Section II Sequence of Events. All written questions must be submitted via e-mail to the Procurement Manager (See Section I, Paragraph D).

5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on the date listed in Section II Sequence of Events via New Mexico State Purchasing Division (SPD) website to all potential Offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form must be signed by the Offeror’s representative, dated, and hand-delivered or returned by facsimile, e-mail in .pdf format, or by registered or certified mail to the Procurement Manager by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the Offeror’s organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than two (2) working days after the answers and/or amendments were issued.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **MAY 19, 2009 AT 2:00 PM MOUNTAIN STANDARD TIME.**

Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager:

Jan Christine, Procurement Manager
C/O State Purchasing Division
1100 St. Francis Drive
Room 2016
Santa Fe, NM 87505
Telephone: (505) 827-9425 Fax Number: (505) 476-3950
Jan.Christine@state.nm.us

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **HSD DOCUMENT IMAGING AND WORKFLOW SOLUTION** Request for Proposals. Proposals submitted by facsimile or any other electronic means will not be accepted.

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

7. Proposal Evaluation and Selection of Finalists

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. This process will take place on the date listed in Section II Sequence of Events. 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, but proposals may be accepted and evaluated without such discussion. Discussion SHALL NOT be initiated by the Offerors.

Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations will be determined at this time.

8. Best and Final Offers from Finalists

Finalist(s) may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by close of business on the date listed in Section II Sequence of Events. Best and final offers may be clarified and amended at the finalist Offeror's oral presentation.

9. Oral Presentation by Finalists

Finalist(s) will be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at a location in Santa Fe, New Mexico to be determined. Each presentation will be limited to four (4) hours in duration.

10. Finalize Contract

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

11. Contract Award

The contract award will occur when the contract document is signed by DFA. Such event is scheduled to take place on or about June 19, 2009. This date is subject to change.

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

12. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the State Purchasing Agent. The protest must be delivered to the State Purchasing Agent.

Michael C. Vinyard, State Purchasing Agent
Joseph M. Montoya State Building, Room 2016
1100 St. Francis Drive
Santa Fe, New Mexico 87505
Mailing Address:
P.O. Drawer 26110

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

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

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only the prime contractor.

4. Subcontractors

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

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after due date for the receipt of a best and final offer if one is solicited.

8. Disclosure of Proposal Contents

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

9. No Obligation

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

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the 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 termination will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix B-2, "Contract Terms, and Conditions." However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the Agency's terms and conditions, as contained in this Section or in Appendix B-2, that Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

All contracts for professional services are subject to the review and approval of DFA pursuant to 13-1-118 NMSA 1978 and DFA Rule 2 NMAC 40.2.

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

21. Notice

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

22. Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the Agency and the State of New Mexico.

25. Electronic mail address required

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

26. Use of Electronic Versions of this RFP

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

27. Suspension and Debarment Requirement

The Offeror shall certify, by signing the agreement attached hereto as Appendix E that to the best of its knowledge and belief that the Offeror and/or its Principals are not or have not been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal department or agency.

III. RESPONSE FORMAT AND ORGANIZATION

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

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

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

C. PROPOSAL FORMAT

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

1. Proposal Organization

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

Binder #1

- a) Signed Letter of Transmittal
- b) Table of Contents
- c) Summary of Proposed Services (Optional)
- d) Completed Requirements Response Form (HSD Attachment 5)
- e) Suspension and Debarment Form
- f) Campaign Contribution Form

Binder #2

- g) Completed Cost Response Form
- h) Completed Hardware Response Form (HSD Attachment 3)
- i) Completed Software Response Form (HSD Attachment 4)
- j) Response to Agency Terms and Conditions
- k) Offeror's Additional Terms and Conditions

Binder #3 (Optional)

- i) Other Supporting Material

Within each section of their proposal, Offerors must address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly

completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must occur only in binder 2 with the cost response form.

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

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

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.

2. Letter of Transmittal

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

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

IV. SPECIFICATIONS

Offerors response must include a thorough narrative to each specification as well as the completed Requirements Response Form (HSD Attachment 5). The narratives, Requirements Response Form, and required supporting materials will be evaluated and awarded points accordingly.

Failure to respond to specifications will result in the disqualification of the proposal as non-responsive.

A. Detailed Scope of Work

The Human Services Department (HSD) is seeking an Offeror to conduct a review of the current paper document management process, design and implement a document imaging and electronic document management solution, and develop a workflow for automation of this solution for 2-4 different office processes. The solution must streamline the process, ease the current burden on caseworkers, and support the Agency's goal of improving customer service to constituents. This effort will outline a comprehensive initiative to implement a document imaging solution for the Agency.

HSD administers the Food Stamp, Temporary Assistance for Needy Families (TANF), Low Income Home Energy Assistance Program (LIHEAP), General Assistance (GA), and Medicaid programs. As part of both the initial application and routine case management activities, Agency staff gathers documentation from program applicants to verify a variety of factors ranging from identity through proof of income. Staff is located in 34 field offices throughout the state and four centralized processing units. It is estimated that the Agency processes approximately 3.6 million pages per month (HSD Attachment 2).

Paper documents fall into two categories, permanent such as proof of identity and transitional such as proof of income.

It is expected that permanent documents will only be collected once for any given individual, while transitional verifications are updated periodically throughout the life of a case, usually upon re-certification for benefits or when client circumstances change.

Verification documents are received directly from clients as well as other third parties in a variety of ways including but not limited to the following:

1. In Person
2. Via Mail
3. Via Fax
4. Via E-mail

It is anticipated that in the future, documents will be delivered via the web as well.

All documents received by field offices are logged and routed to the appropriate Family Assistance Analyst (FAA) using a manual filing system. Currently FAAs are required to make copies of verification documents and file the copies in the client's case folder.

The current, paper based process presents a number of time and accuracy issues for the Agency, including:

1. Timely and accurate recording, distribution, and filing of documents received, especially for documents received via mail and fax.
2. Ability to quickly locate and access previously received documents, particularly in cases where an FAA is absent or for transferred cases either between FAAs in the same field office, or when a case is transferred from one field office to another
3. Issues concerning storage of closed cases and purging of outdated information.

Finally, as part of the Agency's commitment to improve customer service, HSD has started working with local communities to provide access to HSD services and staff outside of the local HSD field offices (see Attachment 2, Table 6 for a list of out-stationed locations). Out-stationed staff members provide service to clients from community based sites on a scheduled basis. The paper flow for these sites may vary slightly from that within the local HSD field offices and will need to be taken account as part of this engagement.

B. HUMAN SERVICES DEPARTMENT (HSD) OBJECTIVES

Key objectives are to increase productivity as a result of reengineering business processes to accommodate electronic imaging. By scanning, indexing, co-relating, storing, and retrieving documents, staff time can be freed to accomplish other tasks, processing efficiencies will be achieved, and accuracy levels will be improved.

Specific objectives include:

1. Increased Productivity
2. Increased Accuracy
3. Support Re-engineered Business Process Flows
4. Reduced Cost of Government
5. Improved Service Delivery to Constituency
6. Reduced Impact on the environment

While it is expected that document imaging will improve services to clients and ease excessive demands on staff it is also envisioned that the system will eventually expand to cover other business processes. The immediate scope and focus of this project is to implement a streamlined workflow that addresses document processing in regional field offices and centralized processing units. HSD seeks to develop a process whereby documents are to be scanned on a go-forward basis under the following circumstances:

1. New Case Determination
2. Recertifications
3. Routine case maintenance

C. FUNCTIONAL REQUIREMENTS

The solution must take into consideration the potential for growth throughout the Human Services Department. Initially, HSD will image only current verification documents but expects to expand to scanning entire case files in the future. The documents that will be scanned are black and white, color and may contain pictures. Documents range in size from checks and drivers licenses to 8.50x17 papers.

The Offeror should assess the best method for conducting imaging and document management, and recommend an implementation plan based on that assessment. Every document scanned must be indexed and accessible via a network storage tool. The solution must provide a browser based interface for users to search and locate documents, and provide an audit trail of actions taken on each document. It is expected that documents will be attached to individual clients and case records, as appropriate. Users will require the ability to locate documents by both client and case based on user roles.

The solution proposed must be interoperable with other State systems such as HSD CSED's ECM\EDMS, State Records Center and Archives (SCRA) Records Management solution including metadata requirements, HSD OIG's imaging solution, and HSD's projected ISD2 Replacement (ISD2R\YES-NM) system for eligibility determination and benefit issuance. Upon implementation, ISD2R\YES NM will be able to access scanned documents by case, document type, and/or individual. The solution proposed must have the flexibility to be interoperable and make accessible scanned images via another tool and/or applications.

The successful Offeror and HSD will define and agree upon a process to scan, review and attach documents. Additionally, the successful Offeror will review and determine workflow and security levels for scanned images in cooperation with HSD staff. The mass conversion of existing documentation is not included within the scope of this initiative.

The solution must support different job functions including supervisors, caseworkers, and scanning staff. In addition, the solution must support other roles based on user needs.

The successful Offeror is expected to validate and further define job functions during requirements sessions.

A listing of functional requirements is contained in HSD Attachment 5. Offerors are required to include this completed form as part of their response.

D. TECHNICAL REQUIREMENTS

The Offeror must respond to the technical requirements found in HSD Attachment 5 for security, software, imaging capabilities, content and capture functionality, content management, records and asset management, metadata content and management, publishing capabilities, user management, system administration, workflow management, records authenticity registration, search capabilities, web interface functionality, and reporting requirements.

E. SERVICE REQUIREMENTS

Service requirements include activities which the successful Offeror will perform to implement the proposed hardware and software solution. These services include but are not limited to the following activities

Response to Service Requirements must be included in HSD Attachment 5.

The Offeror will be responsible for providing all of the necessary professional services to meet the requirements of HSD. These professional services will provide deliverables in accordance with DOIT standard templates, or agreed upon alternative forms; and provide the necessary status reporting and tasks as specified in HSD Attachment 5. The categories of services include, but are not limited to:

1. Project Management
2. Network Load Analysis
3. Requirements Validation
4. Solution Design
5. Build Solution
6. Testing
7. Training
8. System Deployment including pilot

F. MANDATORY SPECIFICATIONS

1. Corporate Experience and Previous Project Experience Specific to Public Assistance Program Functions

Offerors must submit a statement of relevant corporate experience within the last five (5) years, including the experience of major subcontractors. The narrative in response to this factor must thoroughly describe the Offeror's experience with the design, development, and implementation of Electronic Document Management Systems and Work Flow solutions.

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

- a) A brief statement of how long the Offeror has been performing the services sought under this RFP.
- b) A description of the experience level, technical and application knowledge, and government experience of the corporate technical resources that may be used for the contract.
- c) The dates of the period of service.
- d) A description of the service provided.
- e) If not proprietary, provide a sample of completed services that match the services requested in this RFP or similar. The sample should include:
 - System architecture
 - Installation costs
 - Post installation maintenance and associated costs
 - A statement of why the Offeror believes this engagement constitutes relevant corporate experience to this procurement.
 - 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 State agency for each reference.

Offeror must briefly describe its experience designing, implementing, and integrating an ECM\EDMS into a system that supports Public Assistance Program functions such as application, intake, case management, eligibility determination and benefit issuance.

Offeror must briefly describe his/her/its knowledge and understanding of HSD's benefit programs and the process for determining program eligibility.

Offeror must identify any potential barriers that may be encountered with the design, development and implementation of Electronic Document Management Systems and Work Flow solutions and explain his/her/its strategies for overcoming them successfully.

2. Corporate References

Proposals must include three (3) external client references from clients who received similar services. The minimum information that must be provided about each reference is:

- a) Name of individual or company services were provided for
- b) Address of individual or company
- c) Name of contact person
- d) Telephone number of contact person

- e) Type of services provided and dates services were provided
- f) E-mail address (if available)

3. Proposed Staff Experience and Staff References

Offerors must submit resumes of all proposed professional staff members who will be performing services under the contract. Experience narratives shall be attached that describe the specific relevant experience of the staff members in relation to the role that member will perform for this contract. The narrative(s) must include the name of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience as well as any certifications or other professional credential that clearly shows proposed staff member's expertise.

One external client reference for each proposed staff member must be provided. The minimum information that must be provided about each reference is:

- a) Name of individual or company services were provided for
- b) Address of individual or company
- c) Name of contact person
- d) Telephone number of contact person
- e) Type of services provided and dates services were provided
- f) E-mail address (if available)

4. Approach in Determining a Electronic Document Management Solution.

Offeror shall describe his/her/its solution determination process that would be developed for the successful implementation of the EDMS. The successful Offeror will work with Agency staff to develop a plan. The resulting plan must address the following elements:

- a) Document Imaging
- b) Electronic Document Management
- c) Electronic Records Management
- d) Workflow Management
- e) Offeror shall provide a timeline of tasks and activities to be completed to assure the timely implementation.

5. Response to Functional Requirements

Offerors must complete the Requirements Response Form (HSD Attachment 5). Offerors must thoroughly respond to each requirement and describe in detail how the functional requirements will be met.

6. Response to Technical Requirements

Offerors must complete the Requirements Response Form (HSD Attachment 5). Offerors must thoroughly respond to each requirement and describe in detail how the technical requirements will be met.

7. Response to Service Requirements

Offerors must complete the Requirements Response Form (HSD Attachment 5). Offerors must thoroughly respond to each requirement and describe in detail how the service requirements will be met.

8. Cost

- a) Offerors must complete the Cost Proposal listed in Appendix D. Offerors must propose one firm, fixed, fully-loaded hourly rate, in dollars for each category proposed, unless otherwise specified. New Mexico gross receipts taxes are excluded from the proposed maximum hourly rates. They shall be shown separately on the invoice.
- b) Offerors must provide detailed narratives of each category.
- c) Offerors must complete the Hardware Response Form (HSD Attachment 3) and the Software Response Form (HSD Attachment 4)

9. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee in the finalist notification letter at the oral presentation. A statement of concurrence is required.

10. New Mexico Employees Health Insurance

Employee health insurance coverage is mandatory to be awarded a contract based on an RFP. To be responsive to this RFP, and to eligible for contract award, the Offeror must agree to the following:

- 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:
 - i 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 one million dollars or;
 - ii 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
iii 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.

- b) Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined 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://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, \$500,000 or \$1,000,000.

A statement of concurrence is required.

11. Campaign Contribution Disclosure Form

Offeror must complete and sign the Appendix C, Campaign Contribution Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

TABLE 2 - Evaluation Scoring

	FACTOR	POINTS AVAILABLE
1	Corporate Experience and Previous Project Experience with Public Assistance Programs	200
2	Corporate References	50
3	Proposed Staff Experience and Staff References	100
4	Approach in Determining EDMS Solution	100
5	Response to Functional Requirements	100
6	Response to Technical Requirements	100
7	Response to Service Requirements	100
8	Cost	200
9	Oral Presentation	50
10	New Mexico Employees Health Coverage	0
11	Campaign Contribution Disclosure Form	0
	TOTAL	1,000

B. EVALUATION FACTORS

Points will be awarded on the basis of the following evaluation factors:

1. Corporate Experience and Previous Project Experience with Public Assistance Programs

The corporate experience of the Offeror will be evaluated based upon the depth and breadth of documented experience on similar projects and engagements and the Offerors demonstration of project experience specific or relating to the design and implementation of ECM/EDMS systems that support public assistance programs and the Offerors knowledge and understanding of Public Assistance Programs administered by the New Mexico Human Services Department.

2. Corporate References

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

3. Proposed Staff Experience and Staff References

Points for staff experience and references will be awarded based upon an evaluation of each staff member's experience as it relates to their role and the needs of this contract by evaluation of the individual's work performed for previous clients receiving similar services to those proposed for the staff member for this contract.

4. Approach in Determining EDMS Solution

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the proposed approach.

5. Response to Functional Requirements

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the responses Functional Requirements submitted in Requirements Response Form (HSD Attachment 5)

6. Response Technical Requirements

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the responses Technical Requirements submitted in Requirements Response Form (HSD Attachment 5)

7. Response to Service Requirements

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the responses Service Requirements submitted in Requirements Response Form (HSD Attachment 5)

8. Cost

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Offeror Total Expenditures}}{\text{This Offeror's Total Expenditures}} \times 200 = \text{Award Points}$$

9. Oral Presentation

Points for the oral presentation will be awarded based upon an evaluation of the qualifications of the proposed staff. Effective communication, technical knowledge, experience with similar contracts, and the quality of the responses to questions will be the principle criteria for the evaluation.

10. New Mexico Employees Health Coverage

Pass or fail

11. Campaign Contribution Disclosure Form

Pass or fail

C. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible Offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.11. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A – ACKNOWLEDGEMENT OF RECEIPT FORM

REQUESTS FOR PROPOSALS
HSD DOCUMENT IMAGING AND WORKFLOW SOLUTION
ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with HSD Attachment 5.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on 4/17/2009. 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 Agency’s written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.
Firm does/does not (circle one) intend to respond to this Request for Proposals.

Jan Christine
Procurement Manager – Human Services Department
725 St Michael’s Dr
Plaza San Miguel
Santa Fe, NM 87505
Telephone: (505) 827-9425 Fax Number: (505) 476-3950
Jan.christine@state.nm.us



State of New Mexico

Information Technology Contract Template

**FOR USE WITH ALL IT PURCHASES INCLUDING, SERVICES,
TANGIBLE PROPERTY AND PROFESSIONAL SERVICES**

REVISION DATE:

**ISSUED BY:
THE DEPARTMENT OF INFORMATION TECHNOLOGY**

State of New Mexico

[Insert Agency Name]

Information Technology
Agreement
Contract No. [redacted]

THIS Information Technology Agreement (“Agreement”) is made by and between the State of New Mexico, [Insert Agency Name], 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 [CHOICE #1 - choose one of the following based on the procurement method: [RFP] [SOLE SOURCE]] and the Contractor’s response to such document(s) are incorporated herein by reference; and

[CHOICE #2 - Insert this language only if purchasing off a Statewide Price Agreement]
WHEREAS, this Agreement is issued against the state price agreement, SPD [Insert Price Agreement Number and Name], established and maintained by the New Mexico State Purchasing Division of the General Services Administration; and

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

ARTICLE 1 – DEFINITIONS

- A. “Acceptance” shall mean the approval, after Quality Assurance, of all Deliverables by an executive level representative ("Executive Level Representative") of the Procuring Agency.
- B. “Change Request” shall mean the document utilized to request changes or revisions in the Scope of Work.
- C. “Chief Information Officer (“CIO”)” shall mean the Secretary/CIO of the Department of Information Technology for the State of New Mexico or designated representative.
- D. “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.
- E. “DoIT” shall mean the Department of Information Technology.
- F. “DFA” shall mean the Department of Finance and Administration; “DFA/CRB” shall mean the Department of Finance and Administration, Contracts Review Bureau.
- G. “Escrow” shall mean a legal document (such as the software source code) delivered by the contractor into the hands of a third party, to be held by that party until the performance of a

condition is accepted; in the event contractor fails to perform, the grantee agency receives the legal document, in this case, source code.

- H. "Enhancement" means any modification or addition 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. After conferring with Procuring Agency, an Enhancement may be identified as minor or major
- I. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agency's executives.
- J. "Know How" shall mean all technical information, data 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.
- K. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
- L. "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.
- M. "Payment Invoice" shall mean a detailed, certified and written request for payment of services 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 invoice is submitted.
- N. "Performance Bond" shall mean a surety bond which guarantees that the contractor will fully perform the contract and guarantees against breach of contract.
- O. "Project" shall mean 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 approval is given by the Executive Level Representative and verified by the agency CIO to the DoIT. If applicable, under the terms of this Agreement the Project is [Insert Name of Project, if applicable; otherwise delete sentence]
- P. "Project Manager" shall mean a qualified person from the Procuring Agency responsible for all aspects of the Project or the administration of this Agreement. Under the terms of this Agreement, the Project Manager shall be [Insert Name] or designated representative.
- Q. "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.
- R. "State Purchasing Agent (SPA)" - shall mean the State Purchasing Agent for the State of New Mexico or designated representative.
- S. "State Purchasing Division (SPD)" - shall mean the State Purchasing Division of the General Services Department for the State of New Mexico

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. Contractor shall substantially perform 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.

C. Schedule. The due dates, as set forth in Exhibit A, shall not be altered or waived by the Procuring Agency without prior written approval, through the Change Management process, as defined in Article 15.

D. License. [CHOICE #1 - insert if software license is required] Contractor hereby grants Procuring Agency a [CHOICE #2- if a perpetual license is required, use the following language] non-exclusive, irrevocable, perpetual license to use, modify, and copy the [Insert name of software and patent number if applicable] software as defined in Article 2 and Exhibit A.

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

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

- 1) Contractor agrees to maintain, at contractor's own expense, a copy of the software source code to be kept by an escrow agent and to list the Procuring Agency as an authorized recipient of this source code. The source code shall be in magnetic form on media specified by the Procuring Agency. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the software at the current revision level. Included with the media shall be all associated documentation which will allow the Procuring Agency to top load, compile and maintain the software in the event of a breach.
- 2) If the Contractor ceases to do business or ceases to support this Project or Agreement and it does not make adequate provision for continued support of the licensed software it provided the 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 licensed software program source code and related documentation meant for the licensed software provided or developed under this Agreement by the Contractor and listed as part of the purchase system; 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.

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 **as identified in Paragraph D.**

B. Payment. The total compensation under this Agreement shall not exceed **[Insert Dollar Amount]** **[CHOICE #1- either use "excluding New Mexico gross receipts taxes" or "including New Mexico gross receipts tax"]**. **[CHOICE #2 - Insert next sentence if using price agreement]** Contractor hereby agrees to perform work at or below the published maximum rates of the price agreement as follows:

[Insert and define rates]

Payment shall be made upon Acceptance of each Deliverable 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.

[CHOICE #3- Delete language of this provision and replace with N/A if a Contract is between two public entities.]

[CHOICE #4 - Use either: " 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" or "The Contractor shall not be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, nor 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 twenty percent (20%) of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.

E. Performance Bond. [CHOICE #5- Insert this provision if the amount of the contract exceeds \$1Million or, if the contract is for custom developed software/application or Commercial Off the Shelf (COTS) software with greater than 20% modification/enhancement] Contractor shall execute and deliver to Procuring Agency, contemporaneously with the execution of this Agreement, a performance bond in the amount of [Insert Total Amount of agreed upon Bond for this Agreement] in the name of the Procuring Agency. The bond shall be in effect for the duration of this Agreement and any renewals thereof. The required bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor and its officers and employees arising under this Agreement. The Procuring Agency's right to recover from the bond shall include all costs and damages associated with the transfer of services provided under this Agreement to another contractor or to the State of New Mexico as a result of Contractor's failure to perform.

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 Project Manager. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less twenty percent (20%) retainage.

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 [CHOICE #1- [RFP] [Price Agreement]][Sole Source];
- 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 designee, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within fifteen (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) day business day Acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) 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

[**CHOICE #1-** If the agreement is based on a state price agreement and is for professional services *only* or it is for a combination of professional services and tangible property/services, use the following language] THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND DFA/CRB. This Agreement shall terminate on [Insert Termination Date], unless terminated pursuant to Article 6. The term of this Agreement, including all extensions, shall not exceed one calendar year.

[**CHOICE #2-** If the agreement is based on a state price agreement and is only for tangible property and/or services, use the following language] THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT. This Agreement shall terminate on [Insert Termination Date], unless terminated pursuant to Article 6. The term of this Agreement including all extensions shall not exceed one calendar year.

[**CHOICE #3-** If the agreement is NOT based on a state price agreement and is for professional services *only*, use the following language] THIS AGREEMENT SHALL NEITHER BE

EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND DFA/CRB. This Agreement shall terminate on [Insert Termination Date], unless terminated pursuant to Article 6. No contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

[CHOICE #4- If the agreement is NOT based on a state price agreement and is for only tangible property and *does not include* professional services,, use the following language] 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. No contract term, including extensions and renewals, shall exceed four years if the Agreement is less than \$25,000 or exceed eight years if the Agreement exceeds \$25,000 as set forth in Section 13-1-150 NMSA 1978.

[CHOICE #5- If the agreement is NOT based on a state price agreement and is for *both* professional services and tangible property/services, use the following language] THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT, THE STATE PURCHASING AGENT, AND DFA/CRB. This Agreement shall terminate on [Insert Termination Date], unless terminated pursuant to Article 6. No contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

This Agreement may be terminated as follows:

- A. General. By the either Party upon written notice to be delivered to the other party not less than ten (10) business days prior to the intended date of termination.
- 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. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE PROCURING AGENCY AND THE STATE OF NEW MEXICO CAUSED BY THE CONTRACTOR'S DEFAULT OR 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 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 assist and cooperate with the Procuring Agency in the orderly and timely transfer of files, 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 Project Manager, 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, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) days after it receives notice thereof, notify, by certified mail, the legal counsel of the Procuring Agency, the Risk Management Division of the New Mexico General Services Department, and the DoIT .

[**CHOICE #1** Delete language above and insert the following language *ONLY* if a contract is between two public entities] Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

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. [**CHOICE #2** – if the contract is between two public entities delete Paragraph B.].

ARTICLE 9 – INTELLECTUAL PROPERTY

[**CHOICE #1** - Delete the language of this Article (not the heading) and replace with "Not Applicable" if only purchasing IT hardware/equipment]

A. Ownership.

[**CHOICE #2** - Use this provision if Agency is to own] Any and all Intellectual Property, including but not limited to copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the Procuring Agency shall be considered the creator and owner of such Intellectual Property. Any and all Know How created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the Procuring Agency shall be considered the creator and owner of such Know How. The Procuring Agency shall own the entire right, title and interest to the Intellectual Property

and Know How worldwide, and, other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Intellectual Property and Know How to any entity or person outside of the Procuring Agency without the express written authorization of the Procuring Agency. Contractor shall notify the Procuring Agency, within fifteen (15) business days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the Procuring Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Procuring Agency. If, by judgment of a court of competent jurisdiction, Intellectual Property, Know How, or Know How Rights are not deemed to be created or owned by the Procuring Agency, Contractor hereby acknowledges and agrees to grant to the Procuring Agency and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.

[CHOICE #3- Delete above language and insert the following provision if Contractor is to own] Contractor hereby acknowledges and grants to the Procuring Agency 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 attorneys 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.) Allow 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 Deliverables 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 Deliverables and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

B. Software. [CHOICE #1- use only if purchasing or developing 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 [CHOICE #2 - INSERT # of years - recommend 6mo.-2yrs.] years after Acceptance by the Executive Level Representative and implementation by the Procuring Agency. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the Procuring Agency, so that the software meets the applicable specifications.

ARTICLE 12 – CONTRACTOR PERSONNEL

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

[Insert Contractor Staff Name(s)]

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve

additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the project. The Contractor shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

ARTICLE 13 – STATUS OF CONTRACTOR

[CHOICE #1- Delete the language of this Article (not the heading) and replace with "Not Applicable" if only purchasing IT hardware/equipment]

A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are 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;
- 2) Compensation due under the terms of this Agreement; or
- 3) Due Date of any Deliverable, as outlined in Exhibit A.

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 Executive Level

Representative review and approval to include: the name of the person requesting the change, a summary of the required change, the start date for the change, the reason and necessity for change, the urgency level for the change, the elements to be altered, the impact of the change, the staffing plan associated with the change, the impact on the schedule for implementing the change, the cost impact, the risk assessment and a recommended approach to the change, and 2) The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) working 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 contract and become binding as a part of the original contract.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

If Independent Validation and Verification (“IV&V”) 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 project documentation; 2) Allowing the IV&V vendor to sit in on 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 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 irreparable 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 before or after Acceptance, delivery, installation and use of the equipment, either at the Contractor’s site or the Procuring Agency’s place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor or defect of the equipment or installation. Contractor shall not be liable for damages arising out of, or caused by,

alterations to the equipment (other than alterations performed or caused by Contractor's officers, employees or agents) made by the Procuring Agency or for losses occasioned by the Procuring Agency's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and 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 of the equipment, or the negligent acts or omissions 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

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.

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. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

ARTICLE 22 – CONFIDENTIALITY

Any confidential information provided to the contractor by the agency or, developed by the Contractor based on information provided by the 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 material 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

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 five (5) 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. 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.

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:

(1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$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://insurenemexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees 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, depending on the dollar value threshold in effect at that time.

ARTICLE 27 - 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 28 – NOTICES

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

For PROCURING AGENCY
[Insert Name of Individual and Agency]
[Insert Address]

For CONTRACTOR
[Insert Name]
[Insert Address]

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

ARTICLE 29– GENERAL PROVISIONS

A. 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.

B. 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.

C. 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.

D. 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 the county where the Procuring Agency's main office is located. 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.

E. 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.

F. 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 30 - 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 and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 31 – TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days; 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 32 – 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 who 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: _____ Date: _____
[Insert Agency Cabinet Secretary Name]
Secretary of [Insert Agency Name]

By: _____ Date: _____
[Insert Contractor Name]
[Insert Title]

By: _____ Date: _____
[Insert Agency CIO Name]
Chief Information Officer for [Insert Agency Name]

Approved for legal sufficiency:

By: _____ Date: _____
[Insert Agency General Counsel Name]
[Insert Agency Name] General Counsel

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 all pertinent statutory laws defining the mission and authority of the Department of Information Technology and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: _____ Date: _____

Marlin Mackey, Acting Secretary
Department of Information Technology

This Agreement has been approved by the SPA:

By: _____ Date: _____

Purchasing Agent for the State of New Mexico

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

By: _____ Date: _____

DFA Contracts Review Bureau

APPENDIX B-2 – CONTRACT TERMS & CONDITIONS SCOPE OF WORK

I. Performance Measures [Performance Measures are not required for a purchase of ONLY IT hardware and/or Equipment - in such cases, delete the language (except the heading) and replace with "N/A"]

A. Goals. [Insert Performance Measures, i.e., expected achievements of the project, such as to save money, reduce costs, increase efficiency.] [Attach a copy of a page or portion of the relevant page from the Agency's Strategic Plan that connects the professional services contract to the goals, objectives, activities, outputs and outcomes of the Agency's Strategic Plan.] [Performance Measures in the Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan: Example: Goal: Assist the Agency in reducing... or Assist the Agency in increasing... or Assist the Agency in ... some other service [insert blank]

B. Objectives. [Example: To assist the agency in [reducing or increasing or providing Service [insert blank] by [blank] percent or by a certain time]

C. Activities. [Insert the services the Contractor is expected to perform to accomplish the identified goals and objectives, including an evaluation of the process and the proposed outcome. The Agency should also provide efficiency measures that relate efforts to output of services provided].

II. Scope of Work

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 Deliverables are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following Sections. Although only two Deliverables are listed below, they are in place for example purposes only. Agencies may identify as many Deliverables, with attendant Tasks and Subtasks, as needed to accomplish the project goals and objectives.

Deliverable Number 1 Insert Name of Deliverable

<u>Deliverable One</u>		<u>Due Date</u>	<u>Compensation</u>
Insert Name of Deliverable		Insert Date this deliverable is due	Insert \$ Amount to complete this deliverable plus GRT, if applicable
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>	
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.	[Insert Description] Please use active verbs to identify tasks and subtasks to be performed by the vendor; due dates for the tasks and/or subtasks should be included as a means of assisting the Agency and Contractor to monitor contract progress. Compensation amounts for tasks and/or subtasks can be identified here. The total amount paid for all tasks and/or subtasks performed under this deliverable should be consistent with the Compensation due for total delivery of the Deliverable. The contractor will bill the agency per deliverable, so language that is clear will assist the agency and contractor in determining if the deliverable was met for payment purposes.	

Deliverable Number 2 Insert Name of Deliverable

<u>Deliverable One</u>		<u>Due Date</u>	<u>Compensation</u>
Insert Name of Deliverable		Insert Date this deliverable is due	Insert \$ Amount to complete this deliverable plus GRT, if applicable
<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>	
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.	[Insert Description] Please use active verbs to identify tasks and subtasks to be performed by the vendor; due dates for the tasks and/or subtasks should be included as a means of assisting the Agency and Contractor to monitor contract progress. Compensation amounts for tasks and/or subtasks can be identified here. The total amount paid for all tasks and/or subtasks performed under this deliverable should be consistent with the Compensation due for total delivery of the Deliverable. The contractor will bill the agency per deliverable, so language that is clear will assist the agency and contractor in determining if the deliverable was met for payment purposes.	

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 D – COST PROPOSAL

A Cost Proposal must be completed by all Offerors. All costs associated with the production of each deliverable should be reflected in this proposal. The selected Offeror will be responsible for paying all expenses related to the production of each deliverable.

TABLE 3 - Cost Proposal

DELIVERABLE DESCRIPTION	COST
Deliverable 1: Project Management	
Deliverable 2: Analyze Network Load	
Deliverable 3: Validate Requirements	
Deliverable 4: Design Solution	
Deliverable 5: Build Solution	
Deliverable 6: Test Solution	
Deliverable 7: Pilot Solution	
Deliverable 8: Train Users and Administrators	
Deliverable 9: Deploy Solution	
MANDATORY RESPONSE, OPTIONAL HSD PURCHASE	
Deliverable 10: Procure Hardware and Software	
Deliverable 11: Maintenance, Operation Support, and Transition	
Other Costs (Please specify)	
Other Costs (Please specify)	
Other Costs (Please specify)	
Total Expenditures	\$

APPENDIX E – SUSPENSION AND DEBARMENT REQUIREMENT

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

The entering of a contract between HSD and the successful Offeror pursuant to this RFP is a “covered transaction,” as defined by 45 C.F.R. Part 76. HSD’s contract with the successor Offeror shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 33 of Appendix B-1. All Offerors must provide as a part of their proposals a certification to HSD in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFP will render the Offeror non-responsible. Furthermore, the Offeror shall provide immediate written notice to the Procurement Manager for this RFP if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

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

- (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency;
- (B) Have have not , within a three-year period preceding the date of the Offeror's proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification;
- (D) Have have not , within a three-year period preceding the date of Offeror's proposal, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and
- (E) Have have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

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

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

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

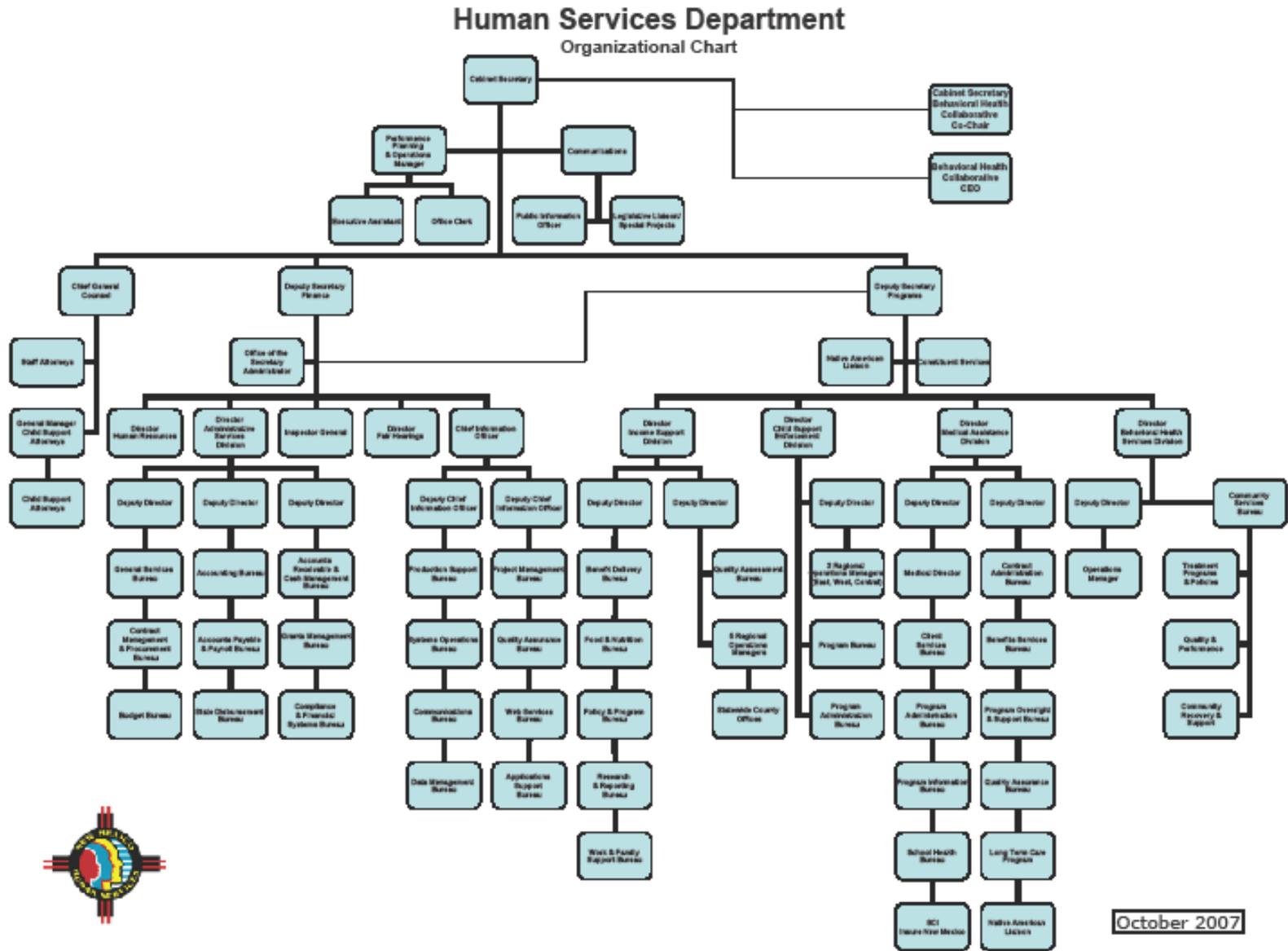
OFFEROR: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

HSD ATTACHMENT 1 - HSD ORGANIZATIONAL CHART



October 2007

HSD ATTACHMENT 2 - CASELOAD AND STAFFING DATA

Attachment 2 - TABLE 1 - Caseload and Staffing Data

Administrative Office	Location	Pages per Month	Cases	Employees
SW Bernalillo	Albuquerque	287,855	28,464	62
NW Bernalillo	Albuquerque	277,804	28,293	66
NE Bernalillo	Albuquerque	251,111	24,141	55
SE Bernalillo	Albuquerque	199,526	18,044	57
Santa Fe	Santa Fe	167,901	16,639	53
McKinley	Gallup	166,694	16,968	45
Doña Ana (Southern)	Anthony	160,790	15,689	39
West Doña Ana	Las Cruces	152,414	14,366	37
San Juan	Farmington	152,334	17,410	47
Sandoval	Rio Rancho	141,768	14,736	37
Chaves	Roswell	137,478	13,823	41
East Doña Ana	Las Cruces	127,059	12,525	36
SCI/Bernalillo	Bernalillo	124,247	17,749	16
SCI/Dona Ana	Las Cruces	124,246	17,750	19
Rio Arriba	Espanola	109,420	10,727	29
Valencia North	Los Lunas	94,527	9,372	26
Lea	Hobbs	90,876	9,520	27
Curry	Clovis	87,525	8,543	26
San Miguel	Las Vegas	83,652	7,733	28
Otero	Alamogordo	76,579	7,814	23
Eddy	Carlsbad	70,073	6,778	20
Luna	Deming	60,211	5,757	18
Taos	Taos	58,455	5,930	18
Grant	Silver City	57,053	5,527	20
Cibola	Grants	55,045	5,423	18
Valencia South	Belen	54,490	5,110	14
Torrance	Moriarty	46,613	4,488	18
Socorro	Socorro	45,035	4,092	17
Sierra	T or C	44,321	4,319	14
Lincoln	Ruidoso	31,217	3,189	10
Roosevelt	Portales	30,306	3,084	13
Eddy (Artesia)	Artesia	30,033	3,021	11
Quay	Tucumcari	21,585	1,993	9
Colfax	Raton	18,534	1,871	11
Guadalupe	Santa Rosa	12,948	1,279	6
Hidalgo (Grant)	Lordsburg	9,642	940	4
Union (Colfax)	Clayton	5,141	545	2
Combined Application	Rio Rancho	20,000		5
IRU	Albuquerque	17,500		14
LIHEAP Location	Albuquerque	1,500		
Medicaid Renewal	Santa Fe			
TOTAL		3,664,508	373,652	992

Attachment 2 - TABLE 2 - Large Office- 300K Pages per Month

Administrative Office	Pages per Month	Cases	Employees
SW Bernalillo	287,855	28,464	62
NW Bernalillo	277,804	28,293	66
NE Bernalillo	251,111	24,141	55
SE Bernalillo	199,526	18,044	57
Santa Fe	167,901	16,639	53
McKinley	166,694	16,968	45
Doña Ana (Southern)	160,790	15,689	39
West Doña Ana	152,414	14,366	37
San Juan	152,334	17,410	47
Sandoval	141,768	14,736	37
Chaves	137,478	13,823	41
East Doña Ana	127,059	12,525	36
SCI/Bernalillo	124,247	17,749	16
SCI/Dona Ana	124,246	17,750	19
Rio Arriba	109,420	10,727	29

Attachment 2 - TABLE 3 - Medium Office- 100K Pages per Month

Administrative Office	Pages per Month	Cases	Employees
Valencia North	94,527	9,372	26
Lea	90,876	9,520	27
Curry	87,525	8,543	26
San Miguel	83,652	7,733	28
Otero	76,579	7,814	23
Eddy	70,073	6,778	20
Luna	60,211	5,757	18
Taos	58,455	5,930	18
Grant	57,053	5,527	20
Cibola	55,045	5,423	18
Valencia South	54,490	5,110	14

Attachment 2 - TABLE 4 - Small Office- 50K Pages Per Month

Administrative Office	Pages per Month	Cases	Employees
Torrance	46,613	4,488	18
Socorro	45,035	4,092	17
Sierra	44,321	4,319	14
Lincoln	31,217	3,189	10
Roosevelt	30,306	3,084	13
Eddy (Artesia)	30,033	3,021	11
Quay	21,585	1,993	9

Administrative Office	Pages per Month	Cases	Employees
Colfax	18,534	1,871	11
Guadalupe	12,948	1,279	6
Hidalgo (Grant)	9,642	940	4
Union (Colfax)	5,141	545	2
Combined Application	20,000		5
IRU	17,500		14
LIHEAP Location	1,500		
Medicaid Renewal			
TOTAL	3,664,508	373,652	992

Attachment 2 - TABLE 5 - Agencies Requiring Access to ISD Documents

Agency	Employees
Child Support	420
Medicaid	175
OIG	25
Future Needs from YES-NM Agencies	TBD

Attachment 2 - TABLE 6 - Out-Stationed ISD Staff

Location	Employees
American Indian Health Center	1
Acoma-Canoncito-Laguna Indian Hospital	2
Crown Point Health Care Facility	2
Gallup Indian Medical Center	1
Las Cruces Memorial Hospital	1
Mescalero Indian Hospital	3
Presbyterian Hospital	2
Santa Fe Indian Hospital	3
Shiprock Northern Navajo Medical Center	5
University of New Mexico Hospital	4

HSD ATTACHMENT 3 - HARDWARE RESPONSE FORM

Offers must complete this response form and attach an architectural diagram which includes the listed hardware item, quantity, and location from these tables

Note: Add additional rows as needed

Attachment 3 Proposed Hardware - TABLE 1 – Small Office (<50K pages per month)

Item ID	Description	Cost per Unit	Quantity	Extended Price

Attachment 3 Proposed Hardware - TABLE 2 – Medium Office (50K – 100K pages per month)

Item ID	Description	Cost per Unit	Quantity	Extended Price

Attachment 3 Proposed Hardware - TABLE 3 - Large Office (> 100K pages per month)

Item ID	Description	Cost per Unit	Quantity	Extended Price

Item ID	Description	Cost per Unit	Quantity	Extended Price

Attachment 3 Proposed Hardware - TABLE 4 – Centralized or Distributed Data Storage, Application Server, Web Server, and Database Server

Item ID	Description	Cost per Unit	Quantity	Extended Price

Attachment 3 Proposed Hardware - TABLE 5 – Development Environment

Item ID	Description	Cost per Unit	Quantity	Extended Price

Attachment 3 Proposed Hardware - TABLE 6 – Test Environment

Item ID	Description	Cost per Unit	Quantity	Extended Price

Item ID	Description	Cost per Unit	Quantity	Extended Price

Attachment 3 Proposed Hardware - TABLE 7 – Total for all Office Sizes and Locations

Item ID	Description	Cost per Unit	Quantity	Extended Price

HSD ATTACHMENT 4 - SOFTWARE RESPONSE FORM

Offers must complete this response form

Note: Add additional rows as needed

Attachment 4 Proposed Software - TABLE 1 – Small Office (<50K pages per month)

Item ID	Description	Cost per Unit	Quantity	Extended Price

Attachment 4 Proposed Software - TABLE 2 – Medium Office (50K – 100K pages per month)

Item ID	Description	Cost per Unit	Quantity	Extended Price

Attachment 4 Proposed Software - TABLE 3 - Large Office (> 100K pages per month)

Item ID	Description	Cost per Unit	Quantity	Extended Price

Item ID	Description	Cost per Unit	Quantity	Extended Price

Attachment 4 Proposed Software - TABLE 4 – Centralized or Distributed Data Storage, Application Server, Web Server, and Database Server

Item Description	Cost per Unit	Quantity	Extended Price

Attachment 4 Proposed Software - TABLE 5 – Development Environment

Item ID	Description	Cost per Unit	Quantity	Extended Price

Attachment 4 Proposed Software - TABLE 6– Test Environment

Item ID	Description	Cost per Unit	Quantity	Extended Price

Attachment 4 Proposed Software - TABLE 7 – Total for all Office Sizes and Locations

Item ID	Description	Cost per Unit	Quantity	Extended Price

HSD ATTACHMENT 5 - REQUIREMENTS RESPONSE FORM

Response Codes

- F Requirement is “Fully Met” and is one that currently exists in the proposed software.
 P Requirement is “Partially Met” or not met in the proposed solution, but is a planned enhancement or will be added at no additional cost.
 N Requirement is “Not Met” and not part of the proposed software, but will be added at additional cost.
 NR Requirement is not supportable or reported in the proposed software.

FUNCTIONAL REQUIREMENTS

Functional Requirements Response TABLE 1 – Document Imaging

Item	Description	Offeror Response	Code
F 1.0	Ability to create and save a document in an electronic format including the ability to:		
F 1.1	Scan documents individually or in batches using auto-document feed and flatbed scanning		
F 1.2	Access documents in batch through a queue prior to indexing		
F 1.3	Transfer documents from the queue into a folder of unidentifiable documents if necessary		
F 1.4	Scan and review multi-page documents		
F 1.5	Clean up images by de-skewing, removing grids and lines, rotating, and zooming in or out		
F 1.6	Scan photos including drivers licenses in high quality format		
F 1.7	Delete documents based on user role		
F 1.8	Update and save batch level information before completion of the attach process		
F 1.9	Review and attach documents from the scanning stations		

Item	Description	Offeror Response	Code
F 1.10	Insert or otherwise sense the end of one document and the beginning of another		
F 1.11	Recognize document types from bar coding or other agreed upon method		

Functional Requirements Response TABLE 2 - Document Queue

Item	Description	Offeror Response	Code
F 2.0	Ability to scan documents from a scanning station into a workflow queue and assign to one or multiple work and Quality Assurance stations for indexing and QA.		
F 2.1	Auto reassignment to another queue after no action for a pre-specified amount of time		
F 2.2	Secondary queue assignment		
F 2.3	Random sampling for QA of scanned and indexed documents, providing the access for QA personnel to view scanned image, indexed information, and revise indexed information as required. Provide QA personnel with the ability to record information including the ID of person performing the QA, person scanning and indexing the information, date, time, document type, and the result of the QA process		
F 2.4	Ability to select images from the queue to work on and indicate when indexing is complete		
F 2.4	Upon completion of indexing, item is returned into work flow		
F 2.6	Collect stats on time in queue, document types and QA stats for later management reporting		

Functional Requirements Response TABLE 3 - Document Indexing

Item	Description	Offeror Response	Code
F 3.0	Ability to add identifying information to scanned image to attach it to a client record and enable retrieval including the ability to:		
F 3.1	Search for and retrieve case and individual information from multiple data bases		
F 3.2	Attach documents to individuals and to cases by benefit category		
F 3.3	Identify individual and document by barcode		
F 3.4	Link multiple pages of the same document that will be identifiable through a single ID		
F 3.5	Attach multiple documents simultaneously		
F 3.6	Attach documents received via e-mail and fax as well those scanned		
F 3.7	Cancel while attaching documents		
F 3.8	Notify user if the same document currently exists for the selected client, category and type and offer the option of saving or discarding document		
F 3.9	Identify date the document was received in the office and the date the image was created		
F 3.10	Link a client to a case number or some other unique identifier		
F 3.11	Link to client metadata		
F 3.12	Define multiple indexes on documents		

Item	Description	Offeror Response	Code
F 3.13	Associate and re-associate documents with an appropriate benefit category and/or document type		
F 3.14	Assign metadata based on document type and case type		
F 3.15	Add a comment in a field for each document which can be updated and/or deleted		
F 3.16	Enter the name of the individual who provided the document if not associated with the case		
F 3.17	Assign work flow status		
F 3.18	Change index information based on user role		
F 3.19	Transfer or copy documents to another client or case		
F 3.20	Associate documents with multiple classifications and categories		
F 3.21	Identify documents as confidential and limit their viewing to specific identified staff		
F 3.22	Index and store electronic outputs from multiple systems, and multiple file types with the ability to display in the native format such as *pdf documents generated by the ISD2R\YES NM system		

Functional Requirements Response TABLE 4 - Client Receipt

Item	Description	Offeror Response	Code
F 4.0	Ability to create a receipt for documents received through scanning, e-mail, and fax including the ability to:		
F 4.1	Review the receipt prior to printing or mailing		

Item	Description	Offeror Response	Code
F 4.2	Print the receipt locally or mail in batch		
F 4.3	Combine multiple documents onto one receipt		
F 4.4	Save a copy of the receipt automatically		

Functional Requirements Response TABLE 5 - Print Image

Item	Description	Offeror Response	Code
F 5.0	Ability to print all electronically stored documents		
F 5.1	Printed images must contain client's name, case number and/or Internal ID, and date received		

Functional Requirements Response TABLE 6 - Document Access

Item	Description	Offeror Response	Code
F 6.0	Ability to retrieve and view scanned documents via the web including the ability to:		
F 6.1	Navigate from one image to the next image in the queue, forward and backward		
F 6.2	Jump directly to the first and last page of the document		
F 6.3	Zoom in and out and rotate documents		
F 6.4	View documents in various groupings such as date received, document type, client, case, etc.		
F 6.5	Use multiple search functions, such as name and date of birth, Social Security Number, receipt number or internal Id during attach/index functions		

Item	Description	Offeror Response	Code
F 6.6	Navigate between individuals and cases and view all cases that have been linked to an individual		
F 6.7	Documents should display date of image and date received in office		
F 6.8	Audit document viewing history by document and by user based on user role		
F 6.9	Limit viewing of confidential documents to specific identified staff		
F 6.10	View documents from a split screen		

Functional Requirements Response TABLE 7 - Document Workflow Process

Item	Description	Offeror Response	Code
F 7.0	Ability to create multiple workflows with branching logic including the ability to:		
F 7.1	Determine which workflow should be invoked based on the information entered at time of indexing		
F 7.2	Assign a document or a group of documents to a work flow process for processing based on office procedures and user roles		
F 7.3	Assign a clock time to various stages in the workflow and escalate or redirect the document(s) based on the expiration of the time		
F 7.4	Provide visibility to all work queues with the ability to search across all queues or one or more selected queues.		

Item	Description	Offeror Response	Code
F 7.5	Sort items in queue by any stored field		
F 7.6	Provide additional data fields to be used in tracking the paperwork and encounter through the office		
F 7.7	Enter an action for an item in the queue that will trigger the next appropriate action		
F 7.8	Store statistics on the time documents sit in queue, worker accepting the documents in queue, worker making determination in order to analyze office efficiency and potential bottlenecks in the process		
F 7.9	Assign multiple workers to one queue		
F 7.10	Send e-mail notification for specified events.		
F 7.11	Update document status to accepted or rejected and comment on reason document was rejected		

Functional Requirements Response TABLE 8 - Management Reports

Item	Description	Offeror Response	Code
F 8.0	Provide reporting capability broken down by worker, scanning station, office, state, daily, monthly, etc and including: <ul style="list-style-type: none"> ▪ Volume per day/month, averages ▪ Queuing information - wait time in queue, volume per queue, worker assignment to queue ▪ Number of documents per case ▪ QA review of scanning and indexing processes 		

Functional Requirements Response TABLE 9- Archiving

Item	Description	Offeror Response	Code
F 9.0	Ability to archive documents based on document type and program rules and Federal and State regulations based on metadata requirements specified in technical requirements		

TECHNICAL REQUIREMENTS

Technical Requirements Response TABLE 1 Security

Item	Description	Offeror Response	Code
T 1.0	The security solution must:		
T 1.1	Integrate with client workflow, to isolate users to viewing those clients documents they are authorized to view		
T 1.2	Support real time changes in case assignment and workflow processes		
T 1.3	Support account management for internal users, including update account details, and change and reset passwords		
T 1.4	Allow system administrators to disable users' access or revoke their privileges		
T 1.5	Allow authorized/authenticated internal users to access the solution		
T 1.6	Not require workers to have additional or altered administrative access to their local workstations in order to perform imaging tasks		
T 1.7	Use role based access controls for authorizing which allow users to be assigned one or more roles within the application using the same username and password		
T 1.8	Track all activities related to user provisioning and de-provisioning on the solution; the audit trail will contain information related to the complete process, from the initial request, to all activities related to assigning rights and responsibilities, and provisioning and de-provisioning during the complete user identity life cycle management process		

Item	Description	Offeror Response	Code
T 1.9	Track and provide the ability to audit all user activity within the imaging, indexing, and storing solution		

Technical Requirements Response TABLE 2 - Software

Item	Description	Offeror Response	Code
T 2.0	The software to support the solution must comply with industry standard imaging and document management format and include the following functionality		
T 2.1	For high volume processing, documents scanned together will be batched		
T 2.2	Each batch will be uniquely identifiable through associated details		
T 2.3	Session ID will be unique and non-intelligent		
T 2.4	Solution will provide ability to specify the start and end of a batch		
T 2.5	Solution will allow users to specify location for the resulting electronic images from scanners		
T 2.6	Imaging software must be compatible with proposed scanning equipment		
T 2.7	Solution will provide a labeling and/or coding ability that can be used in the identification and indexing of documents		
T 2.8	Solution will provide ability to generate start and end pages for users that can be used to identify the beginning and end of a scanning session		

Item	Description	Offeror Response	Code
T 2.9	Solution must provide flexibility for future support of Optical Character Recognition (OCR)/Intelligent Character Recognition (ICR) functionality and 2-D bar-coding		
T 2.10	Solution must be flexible so future initiatives involving linking imaging document management to other Agency systems can be seamless		

Technical Requirements Response TABLE 3 - Imaging System Integration Requirements

Item	Description	Offeror Response	Code
T 3.0	Accommodate varying paper sizes Scanner shall accommodate paper sizes ranging from 8.5” x 17” to 2” x 3.5”, & the system should utilize online capture, where data images are stored immediately, upon capture.		
T 3.1	Convert Paper Content Capture/scan paper-based information into digital image format.		
T 3.2	Image Enhancement Ability to either automatically or manually correct and enhance the image: auto-rotate documents to the same orientation, and automatically switch between color and black and white modes without adjusting the scanner settings. The ability to store an image that has been rotated, de-skewed, or otherwise corrected.		
T 3.3	De-skewing Clean up images by de-skewing & removing grids & lines. This is desired for simple image format and to eliminate problems that can hinder future OCR engine performance.		

Item	Description	Offeror Response	Code
T 3.4	Capture partial images Capture partial images from predetermined areas of specific documents.		
T 3.5	OCR/ICR Provide flexibility for future support for Optical Character Recognition / Intelligent Character Recognition technology to recognize machine printed and hand written text		
T 3.6	Branch Office Capture Allow organizations to transmit documents and data scanned at branch offices to a central capture server installation		
T 3.7	Reporting Reports to help managers identify bottlenecks and re-deploy resources to achieve optimum processing efficiency		
T 3.8	Push Technology Provide flexibility for future support for the capability to eliminate data entry into line-of-business processes. Ability to push data into existing applications from XML, delimited files, image capture, screens, and other business applications; automating transactional data entry while eliminating redundant keystrokes		
T 3.9	Import Technology Ability to automatically import and index documents, reports and forms to content management solutions from other document and forms generating solutions. Ability to integrate with existing hardware and software including Multi-Function Printers (MFP), Fax Servers, and any applications that automatically creates documents.		

Technical Requirements Response TABLE 4 - Content Creation and Capture Component Details

Item	Description	Offeror Response	Code
T 4.0	Integrate content from multiple sources, capture output from multiple systems Capable of importing electronic outputs from multiple systems, and multiple file types, with the ability to display in the native format.		
T 4.1	Integrate content from Microsoft Office Toolsets The EDMS solution must provide the capability to integrate content from Microsoft Office tools including WORD, EXCEL, and PowerPoint as well as content contained in PDF file format.		
T 4.2	Interoperable with other Systems The EDMS solution must provide the capability to integrate content with FileNet. A number of agencies within the state have implemented FileNet as their Document Management System.		
T 4.3	Link Content Associate present content with other information sources.		
T 4.4	Annotate Content Annotate a document, including the association of that annotation with a document.		
T 4.5	Edit Content with versioning Add to, delete from, or otherwise modify content, based on permissions.		
T 4.6	Version Content Alter created/received content sufficiently that it is considered to be a different version.		

Item	Description	Offeror Response	Code
T 4.7	Format Content Change the physical appearance/arrangement of content or computer format (e.g., RTF, ASCII, etc.).		
T 4.8	Convert from PDF Change the format of content from PDF to other format (e.g., html, Word, etc.).		
T 4.9	Integrate .tiff images The EDMS solution must provide the capability to integrate .tiff images.		

Technical Requirements Response TABLE 5 - Content Management Component Details

Item	Description	Offeror Response	Code
T 5.0	Refresh Content Media Move records from one IT platform to another or refresh software or media formats.		
T 5.1	Assign Unique ID to Content Give document/record a unique identity in EDMS		
T 5.2	Apply Digital Signature to Content Append a data block to content such that the recipient can authenticate the file or message contents.		
T 5.3	Apply Standard Format to Content Use file formats described by a formal or vendor standard or specification for documents/records.		
T 5.4	Assign Disposition to Content Assign to a document a record retention value and disposition date.		

Item	Description	Offeror Response	Code
T 5.5	Manage Content Repository Add, delete, or update documents/records in a warehouse-style repository or storage area.		
T 5.6	Remove Content from Content Repository Delete content from a storage repository, and update all repository directory and registry information for deleted item.		

Technical Requirements Response TABLE 6 - Records and Asset Management Component Details

Item	Description	Offeror Response	Code
T 6.0	Interface with SRCA Proposed solution must be able to interface with the State Records Center and Archives selected system.		

Technical Requirements Response TABLE 7 - Content Organization Component Details

Item	Description	Offeror Response	Code
T 7.0	Register content Record the information necessary to give each record a unique identity in a system.		
T 7.1	Declare records Define a document as fixed, formally passing it into corporate control and thereby declaring it a record		
T 7.2	Assign classification values Assign topic classification/notation values from classification scheme to document to describe document's subject.		

Item	Description	Offeror Response	Code
T 7.3	Assign indexing values Assign conceptual indexing terms from a controlled vocabulary to establish access points for retrieval.		
T 7.4	Assign organization filing values Associate documents with established document and/or records management filing scheme.		
T 7.5	Assign subject values Assign subject headings from a controlled vocabulary.		
T 7.6	Create abstract/summary Write summary or synopsis document content.		
T 7.7	Assign business activity values Assign business activity/process value from business taxonomy to document.		
T 7.8	Assign geographic coverage values Identify geographical coverage of document content and assign a geographic name/code value.		
T 7.9	Assign copyright values Identify copyright owner and register the copyright value with a document.		
T 7.10	Assign security values Assign security value to a document from an established security classification scheme.		
T 7.11	Reassign & aggregate metadata Reuse existing metadata as documents are disaggregated, or create new metadata record from existing records.		

Item	Description	Offeror Response	Code
T 7.12	Copy existing metadata Associate existing metadata with documents created as copies of convenience or for reference purposes.		
T 7.13	Encode metadata Enter metadata values for a document into the metadata record structure to register in the metadata repository.		

Technical Requirements Response TABLE 8 - Content Use Management Component Details

Item	Description	Offeror Response	Code
T 8.0	Define Security Classification Define a system of graded levels of security based on the damage likely to result from unauthorized disclosure of information.		
T 8.1	Define User Security Profiles Define lists of individual or group access rights to secured information, whether physical or electronic.		
T 8.2	Define Use Parameters Aggregate functional permissions granted to a predefined subset of system users.		
T 8.3	Define Use Transactions Identify the specific tasks that can be performed in a system.		
T 8.4	Check-out/Check-in Documents Set processes whereby only one person at a time may work on a document (check-out). Update repository when document is "checked-in," permitting check-out by another. Allow 'READ ONLY' access when document is checked-out.		

Item	Description	Offeror Response	Code
T 8.5	Send Notification to check-in document Provide capability to automatically send notification when a document that is already checked out is requested by another.		
T 8.6	Check-out/Check-in Physical Folders Check-in and check-out in a physical records management system.		
T 8.7	Extract/Redact Content Remove or permanently mask some material from a document when full document cannot be released for privacy or security reasons.		
T 8.8	Implement Authorization Rules Verify assignment of security classes to individual documents to ensure no security breaches have occurred		
T 8.9	Manage Security Classification Scheme Provide capability to monitor security requirements over time, ensuring that security classes are appropriately assigned and security measures are adequate to goals and risks.		

Technical Requirements Response TABLE 9 - Metadata Management Component Details

Item	Description	Offeror Response	Code
T 9.0	Define Metadata Schema Define set of metadata attributes required to identify, use, track, and ensure records management compliance.		
T 9.1	Define Document Management Filing Schema Define and maintain schema used to file metadata records for documents, typically using the organization's administrative structure.		

Item	Description	Offeror Response	Code
T 9.2	Define Subject or Topical Classification Schema Define and maintain topical or subject classification schema and any notations for applying the scheme's values to documents.		
T 9.3	Define Thesaurus Create and maintain a standards-compliant thesaurus, with established relationships among the concepts.		
T 9.4	Define Records Classification Schema Define a schema that categorizes records into classes designed to preserve the records' context relative to each other.		
T 9.5	Define Business Activity Scheme Identify and document each business function, activity, and transaction the organization performs and establish hierarchy or business classification schema.		
T 9.6	Map Metadata Models & Schemes Establish associative tables linking metadata attributes from one system with those from another		
T 9.7	Harmonize Metadata Values Establish common values used in metadata attributes across systems or domains.		
T 9.8	Define Metadata Export Capabilities Process that involves exporting metadata records from one system or software application to another with little or no loss of the structure and/or format of values in the metadata record.		
T 9.9	Define metadata import/loading capabilities Process of transforming metadata to fit a consistent schema and loading it into a specified metadata repository.		

Item	Description	Offeror Response	Code
T 9.10	Maintain metadata repository Create and maintain persistent storage mechanism for storing metadata.		
T 9.11	Maintain metadata quality Effect conformance to quality requirements and operation of quality metadata storage and maintenance systems.		
T 9.12	Manage reference sources and controlled values Maintain all reference sources and controlled values over time.		

Technical Requirements Response TABLE 10 - Publishing, Aggregation, and Syndication Component Details

Item	Description	Offeror Response	Code
T 10.0	Disseminate Content Disseminate means to transmit text, audio, or video to every client on the network or to a portion of the network. In this context, the term refers to distributing data to end users; delivering content to users, matching content to interest profiles		
T 10.1	Provides Notification Based Workflow Provide ability for librarians/records managers to be actively notified of new requests for mediated searches. Requesting entity is also actively notified when results become available.		
T 10.2	Provides Management Reporting Interface Provide detailed insight of mediated search volume and productivity. Identify workflow problems.		

Item	Description	Offeror Response	Code
T 10.3	Identify metadata data element limitations If there are any data element limitations for metadata, this must be identified by the Offeror. For example, reference maximum number of metadata fields or data elements per each content or document.		

Technical Requirements Response TABLE 11 - User Management Component Details

Item	Description	Offeror Response	Code
T 11.0	Define User Profiles Define access parameters for documents and records by user.		
T 11.1	Define Roles and Privileges Associate functional permissions to a set of users based on business roles.		
T 11.2	Create Role-Profile Directory Compile a universal set of access privileges assigned to all of the users of a system or systems.		
T 11.3	Assign privileges from established user profiles for a single system or multiple systems to an individual person.		
T 11.4	Manage User Groups Monitor user group profiles, including ensuring that the profiles are suited to the access needs of individual users.		
T 11.5	Maintain User Groups Add or delete users from user group profiles.		
T 11.6	Update User Profiles Change individual user profiles as users' job profiles or access profiles change overtime.		

Item	Description	Offeror Response	Code
T 11.7	Single Sign-on Create an Active Directory for this application which can be expanded to a single sign-on capability for multiple applications in the future		

Technical Requirements Response TABLE 12 - Search and Browse Component Details

Item	Description	Offeror Response	Code
T 12.0	Define Search Architecture Define the basic components of the search system.		
T 12.1	Define Search Index Parameters Define the elements of the index structures that will be searched.		
T 12.2	Design Search Interface Define the processes related to the search system interface.		
T 12.3	Define Query Processing Algorithms Define approach for matching the user's query with index entries.		
T 12.4	Define Search Results Display Define how search results will be presented.		
T 12.5	Define Searchable Fields Select the metadata attributes that will be indexed.		
T 12.6	Define Search Sort Options Define the user's options for sorting the search results.		
T 12.7	Define Search Outputs/Exports Define what the user can do with the search results.		

Item	Description	Offeror Response	Code
T 12.8	Define Search Citation Displays Define the descriptive citation for individual documents retrieved and displayed in the results set.		
T 12.9	Define Browse Structures Define navigation and browse paths either in publishing systems or in search systems.		
v12.10	Maintain Index Structures Maintain index structures to ensure optimal search performance.		
T 12.11	Maintain Browse Structures Maintain browse structures to ensure optimal navigation and content presentation efficiencies.		
T 12.12	Produce Search Transaction Logs Capture search transactions, including threaded search actions, in system level logs for review.		
T 12.13	Produce Browse Transaction Logs Capture browse transactions including threaded navigation actions, in system level logs, for review.		
T 12.14	Provides Notification Based Workflow Librarians/Records Managers must be actively notified of new requests for mediated searches. Requesting entity is also actively notified when results become available.		
T 12.15	Provides Management Reporting Interface Provides detailed insight of mediated search volume and productivity. Identifies workflow problems.		

Item	Description	Offeror Response	Code
T 12.16	Supports Mediated Search Integration with Standard Search Mediated search request interface should be available from within the standard, direct access, search interface		
T 12.17	Supports Soundex Search algorithms The system will implement a Soundex search algorithm in am manner to be determined		
T 12.18	Save search results Save search results including threaded search actions for later review or reference by the end-user.		

Technical Requirements Response TABLE 13 - System Configuration Component Details

Item	Description	Offeror Response	Code
T 13.0	Accommodate Dates and Date Logic Define, create, and maintain date fields, formats, and any associated business logic.		
T 13.1	Implement Standard Data Define, create, and maintain data elements.		
T 13.2	Provide Backward Compatibility Ensure that current system can accept and process information or data from earlier versions of the system.		
T 13.3	Design Interface Screens Define, create, and maintain the user interface.		
T 13.4	Provide Universal Usability Define, create, and maintain access points and levels of access by business role.		

Item	Description	Offeror Response	Code
T 13.5	Define Field Defaults Define, create, and maintain default values for data fields.		
T 13.6	Manage Organizational-Defined Pick Lists Define, create, and maintain standardized list for automatic data validation.		

Technical Requirements Response TABLE 14 - System Administration Component Details

Item	Description	Offeror Response	Code
T 14.0	Manage Storage Devices Identify, control, and manage the physical storage mediums.		
T 14.1	Backup and Recover Data Copy data and document stores regularly to a medium that can be used to restore those data/systems.		
T 14.2	Monitor Performance Metrics Identify, capture, and analyze information about the performance of a system.		
T 14.3	Manage Electronic Repositories Identify, control, and manage repositories for integrity assurance of data/documents in store.		
T 14.4	Synchronize Databases Define and maintain the interface to databases to facilitate data exchange.		
T 14.5	Manage Audit Logs Define and monitor information about the changed attributes for system data so as to permit reconstruction.		

Technical Requirements Response TABLE 15 - Workflow Management Component Details

Item	Description	Offeror Response	Code
T 15.0	Define Workflow Properties Define and maintain the general attributes of the workflow process map.		
T 15.1	Define and maintain the steps within a workflow and the associated attributes of the steps.		
T 15.2	Define Workflow Routes Define and maintain the sequence of tasks of the workflow based on the attributes of the route.		
T 15.3	Define Record Information Assembly and Packaging Define and maintain the association of documents with the defined steps within a workflow or the workflow.		
T 15.4	Define Integration of Tasks and Data Define and maintain the business rules associated with defined data fields.		
T 15.5	Define Workflow Participants or Roles Define and maintain the participants or roles for a particular task in the workflow.		
T 15.6	Define Workflow Security Define and maintain the access rights for each component of the workflow.		
T 15.7	Save Workflow Process Map Store the workflow process map and associated workflow items for subsequent retrieval, editing, or printing.		

Item	Description	Offeror Response	Code
T 15.8	Modify Workflow Process Map and Work Items Recall a previously defined workflow process map and modify any workflow item.		
T 15.9	Delete Workflow Process Map Delete a previously saved workflow process map.		
T 15.10	Provide Workflow Audit Logs Define and monitor information about the changed attributes of the workflow so as to permit reconstruction.		

Technical Requirements Response TABLE 16 - Web Content Management Component Details

Item	Description	Offeror Response	Code
T 16.0	Web Content Quality and Timeliness Up-to-date, accurate, and personalized web content can be delivered easily to various target audiences.		
T 16.1	Efficient, self-service authoring for non-technical content providers Content authors must be able to quickly create materials using standard desktop applications, as well as image, video, and other types of media files.		
T 16.2	Pre-build design templates After materials have been developed, content providers must be able post them to the Web using pre-built design templates that provide the proper formatting standards and State branding elements. Creating new content, or revising existing materials, must not require the involvement of scarce technical resources.		

Item	Description	Offeror Response	Code
T 16.3	<p>Support for Spanish and English languages A multi-lingual site requires support of major languages in New Mexico, which are Spanish and English.</p>		
T 16.4	<p>Support for worldwide content authoring Browser-based authoring must permit contributors to work from any location. Simplified support logistics to eliminate the need to install & maintain software in remote locations.</p>		
T 16.5	<p>Automated scheduling for both content publishing and archiving Support calendaring that allows content providers to determine when content is presented on the site and when it is removed. Supports an automated process to ensure that date-sensitive information is available only while relevant.</p>		
T 16.6	<p>Integrated workflow to automate content approval Support routing of materials for approval follows pre-defined workflow process.</p>		
T 16.7	<p>Content-component site architecture and dynamic serving of Web pages Supports a component architecture that separates content from the presentation format and dynamic serving of content. Content is easily served up in formats appropriate to various browsing devices when it is stored separately from its format. Content and presentation must not be intertwined. The same information can be served up in various formats.</p>		
T 16.8	<p>Version archiving and audit trail Provide capability to archive each web site version with audit trail to provide a recorded history of site changes to meet statutory requirements.</p>		

Item	Description	Offeror Response	Code
T 16.9	<p>Site Design Consistency and Usability Provide capabilities to deliver consistent organization with proper adherence to State branding and design standards. The Web content management solution must be easy to organize and present content in accordance with the state's guidelines.</p>		
T 16.10	<p>Support for a diverse set of browsing devices The content repository must support separation of Web site content from its format, allowing content to be served up in a variety of ways, depending upon the type of device that is requesting it, for example PDA's.</p>		
T 16.11	<p>Template-based Web content publishing and presentation Allows content providers to create materials in common desktop applications and then copy and paste the material into a design template. Automatically the system handles posting in accordance with pre-defined site rules.</p>		
T 16.12	<p>Centralized control of site design elements Support well-prescribed roles to simplify site management, so that site design team controls decisions about page layout, colors, fonts, navigation, and graphical elements, branding consistency and other state standards.</p>		
T 16.13	<p>Support for existing access directory & membership services Support Lightweight Access Directory Protocol (LDAP).</p>		
T 16.14	<p>Use open, Object-based API Ensure compatibility with an organization's existing systems.</p>		

Technical Requirements Response TABLE 17 - Records Authenticity, Signatures, and Notarization Component Details

Item	Description	Offeror Response	Code
T 17.0	Prohibits changes to original content The EDMS must not permit the original content to be changed once ingested. If needs require the creation of modified versions they must be stored along with the original.		
T 17.1	Supports digital signatures Digital signatures provide, through tested mathematical processes, proof of authorship, proof of authenticity, and non-repudiation (by the author).		
T 17.2	Digital notarization Digital notarization, like digital signatures, relies on publicly reviewed and tested mathematical processes. A digital notarization can be used to prove that a record was notarized on a certain date, and that it has not been altered.		
T 17.3	Digital signatures and their associated public keys must be stored along with the signed records. Notarized records must have the notarization record stored with the original.		
T 17.4	Supports open digital authentication standards Digital authentication technology is based on publicly available and reviewed mathematical processes.		

Technical Requirements Response TABLE 18 - Management Reporting Component Details

Item	Description	Offeror Response	Code
T 18.0	Provide Standard Reports Provide customary reports presenting management information about the content or its use.		
T 18.1	Define Custom Reports Provide capability to create custom and/or ad hoc reports.		
T 18.2	Define Report Formats & Types Determine the presentation of the report by identifying the layout of the records and categorization of the report.		
T 18.3	Define Sort Criteria and Filters Determine the presentation of the report by identifying the pre-selection of records and the order of presentation.		
T 18.4	Save Query Define and save an ad hoc query of records.		
T 18.5	Modify Query Recall a previously defined query and modify the filter or sort criteria.		
T 18.6	Delete Query Delete a previously saved query.		
T 18.7	Provide Content Audit Logs Provide standard or customary reports on the changed attributes of records so that access can be documented.		

Technical Requirements Response TABLE 19 - Metadata Elements for Document and Record Description

Item	Description	Offeror Response	Code
T 19.0	Must include, but not limited to the ability to store and retrieve the following metadata elements:		
T 19.1	Audience A category of user for whom the document is intended.		
T 19.2	Author/Creator/ Originator/ An entity primarily responsible for making the content of the document.		
T 19.3	Contributor(s) A person or body who has made a contribution to the intellectual or artistic content of a document.		
T 19.4	Coverage/Scope The jurisdictional, spatial, and/or temporal characteristics of the content of the document to allow a search to be restricted to documents about a certain jurisdiction, place, or time.		
T 19.5	Date Available Date (often a range) that the document will become or did become available.		
T 19.6	Date Closed The date the capacity to store the document as a part of a collection was revoked, e.g., the closed date of the folder.		
T 19.7	Date Created Date of creation of the document.		
T 19.8	Date Cutoff Regular date on which the folder should be segmented into a new part, e.g., at commencement of a new financial year.		

Item	Description	Offeror Response	Code
T 19.9	Date Declared/Filed Date on which the document was declared, filed, or registered as a record.		
T 19.10	Date Modified Date on which the document was changed.		
T 19.11	Date Received/ Acquired Date on which the document was received into the organization.		
T 19.12	Date Published Date of formal issuance (publication) of the document.		
T 19.13	Description/Abstract An abstract or textual description of the content and/or purpose of the document.		
T 19.14	Document Type The nature or genre of the content of the document. The recognized type of a document governing its structure and relating its purpose or the action or activity it documents, e.g., memo, letter, or invoice.		
T 19.15	Format/Application The logical format of the data that comprises a record.		
T 19.16	From/Sender/ Originator The personal or corporate name of the entity or entities from which the document/record was sent.		
T 19.17	Key Words Key phrases or classification codes that describe a topic of the document.		

Item	Description	Offeror Response	Code
T 19.18	Language The language of the intellectual content of the document.		
T 19.19	Location The location of a physical or electronic document.		
T 19.20	Media Type The physical ‘carrier’ on which a document is stored, including, if required, the physical size and or capacity of the carrier to hold or store information, e.g., CD-ROM, floppy disk, DVD, microfilm, paper.		
T 19.21	Office of Origin Official name or code that reflects the office responsible and accountable for the document.		
T 19.22	Origination Organization Official name or code that reflects the organization responsible and accountable for the document.		
T 19.23	Publisher An entity responsible for making the document available.		
T 19.24	Rendition Number Unique identifier assigned to a rendition of a record. The rendition provides the same content but differs from the reference document because of storage format or storage media		
T 19.25	Version Number Indicates a significant update to a document. Normally the version number is set to be one greater than the previous version.		

Item	Description	Offeror Response	Code
T 19.26	<p>Relationships/Links</p> <p>A link may be between one record item & another or between various aggregations of records. This element provides contextual information about the record by documenting its place in the record keeping system & records information about other resources documenting the same function</p>		
T 19.27	<p>Signed By/Signatory</p> <p>The person who signed the document; the person accountable for the document.</p>		
T 19.28	<p>Source</p> <p>A reference to a resource from which the present document is derived.</p>		
T 19.29	<p>Status</p> <p>The position or state of the document (e.g., first draft, final draft, approved).</p>		
T 19.30	<p>Subject</p> <p>The topic of the content of the document.</p>		
T 19.31	<p>Title</p> <p>A name given to the document.</p>		
T 19.32	<p>To/Addressee/CC /BCC</p> <p>The personal or corporate name of the entity or entities to which the document/record was sent.</p>		
T 19.33	<p>Unique Identifier</p> <p>An unambiguous reference to the document within a given context.</p>		

Item	Description	Offeror Response	Code
T 19.34	<p>Use-Defined Fields</p> <p>Metadata elements defined during application configuration by authorized individuals to support organization specific information management and access requirements.</p>		
T 19.35	<p>Vital Record Indicator</p> <p>Indicates that a record is essential to meet operational responsibilities under emergencies and disaster conditions or to protect the legal and financial rights of the organization.</p>		

Technical Requirements Response TABLE 20 - Metadata Elements for Access Controls, Rights, and Redaction

Item	Description	Offeror Response	Code
T 20.0	<p>Accessibility</p> <p>Indicates the document's availability and usability to specific groups.</p>		
T 20.1	<p>Rights</p> <p>Information about rights held in and over the document. Indicates the user's rights to see, copy, redistribute, republish, or otherwise make use of all or part of the document.</p>		
T 20.2	<p>Security Classification</p> <p>A means of classifying/designating documents based on their security requirements (e.g., Unclassified, Protected, Confidential, Secret, and Top Secret). This element includes warning terms that indicate the document requires special handling.</p>		

Item	Description	Offeror Response	Code
T 20.3	<p>Supplemental Markings</p> <p>Descriptors that act as a qualifier on a hierarchical security classification category, in order to limit access, e.g., restricted, eyes only. The descriptor implies that the document should only be accessed by users who have rights to see the information so marked.</p>		
T 20.4	<p>Supports field level redaction of metadata</p> <p>The system must dynamically create and deliver redacted metadata based on the requesting entity's permissions.</p>		
T 20.5	<p>Supports field level redaction within electronic forms</p> <p>The system must dynamically deliver a redacted electronic form based on the requesting entity's permissions.</p>		
T 20.6	<p>Supports mediated content level redaction</p> <p>The mediated search workflow must be integrated with a process that permits redaction of record content.</p>		

Technical Requirements Response TABLE 21 - Metadata Elements for Retention and Disposition Instructions

Item	Description	Offeror Response	Code
T 21.0	<p>Disposal</p> <p>The retention and disposal instructions of the document.</p>		
T 21.1	<p>Disposal Action</p> <p>The disposal action to be taken at the end of the retention, such as transfer or destruction.</p>		
T 21.2	<p>Disposal Notification Flag</p> <p>Flag indicating the Originator has been notified of disposal action date.</p>		

Item	Description	Offeror Response	Code
T 21.3	Disposal Action Date The date on which the disposal action was carried out.		
T 21.4	File Code/Number The structured numeric or alphanumeric referenced to an electronic or physical folder to which the record is assigned.		
T 21.5	Category Code/Number The structured numeric or alphanumeric reference to a record class (from the organization's business classification schema) to which the record is assigned.		

Technical Requirements Response TABLE 22 - Metadata Elements for History and Audit Trail

Item	Description	Offeror Response	Code
T 22.0	Change History (succession of values) Information related to the actions performed on a document.		
T 22.1	Date Accessed Date on which the content of a document was sent to a user, including printed, faxed, emailed, or otherwise disseminated.		
T 22.2	User ID Accessed Reference to user id accessing the content		
T 22.3	Date Copied Date on which the contents of an existing document were copied to a new document, while ensuring that the original document remained intact.		
T 22.4	Date Moved Date on which a record was re-assigned to another electronic folder or file part.		

Item	Description	Offeror Response	Code
T 22.5	Date Reformatted Date on which the contents of a document were changed from one format to another.		
T 22.6	Preservation Data needed to support the perpetual preservation of records.		
T 22.7	Transaction Log Data which allows the reconstruction of a previous activity or which enables attributes of a change (such as activity, date/time, operator) to be stored, so that a sequence of events can be reconstructed in the correct chronological sequence.		
T 22.8	Preservation and Migration History Information tracking the preservation and migration actions taken to ensure technical and intellectual survival of records through time.		

SERVICE REQUIREMENTS

Offeror must attach all documents described in the Offeror Response column

Service Requirements Response TABLE 1 - Project Management Plan

Item	Description	Offeror Response
S 1.0	Project Management Services	Project Management Approach document including: <ol style="list-style-type: none"> 1. A project plan in Microsoft Project format 2. Project Management Approach 3. Change Request process 4. Deliverables submission and approval process and time limits 5. System Incident process
S 1.1	Provide project plan including tasks, resources, estimated hours, start and end dates, and dependencies.	
S 1.2	Provide weekly status reporting including task status (open, closed, estimated % complete), risks, issues, impact analysis, and time reporting for all individuals on the project. Time reporting will use HSD tool of choice. Offeror employees will have to enter their time individually in the HSD tool, or provide someone designated to enter time for all contractors.	
S 1.3	Adhere to a negotiated Change Request procedure	
S 1.4	Adhere to negotiated Deliverables submission process and turn-around time limits.	
S 1.5	Provide daily updates to the system incident reporting tool selected by HSD. Adhere to the negotiated system incident process.	

Service Requirements Response TABLE 2 - Analyze Network Load

Item	Description	Offeror Response
S 2.0	Using the HSD ITD dynamic network data from a tool agreed upon with HSD ITD and the projected load from the implementation of imaging for HSD ISD; analyze the potential effect on the DOIT and HSD networks from implementation.	Network Analysis Plan.

Item	Description	Offeror Response
S 2.1	The Offeror will consider other sources of network load, including, but not limited to video conferencing; legislative streaming.	
S 2.2	Provide the ability and results from simulation of various network load scenarios (different times of day, different days of the week, any seasonal or periodic loads expected from other sources)	
S 2.3	The Offeror will submit the suggested revisions and alternatives to the HSD ITD ITPM, and the ITD organization representatives.	

Service Requirements Response TABLE 3 – Solution Plan

Item	Description	Offeror Response
S 3.0	Validate the existing requirements and recommend revisions.	Solution Plan including the following: <ol style="list-style-type: none"> 1. Requirements validation 2. Application and network architecture diagrams and narrative 3. Requirements validation 4. Design methodology, approach, and sample Templates 5. Development methodology, approach, sample deliverables 6. Hardware and system software installation and configuration 7. Application software installation 8. Software migration between environments
S 3.1	Provide Application and Network Architecture Designs	
S 3.2	Use RequisitePro or other tool of HSD ITD choice to update the existing requirements.	
S 3.3	Provide design documents for all system components, using DOIT templates or negotiated replacements for: Data dictionary Entity Relationship Diagram (ERWIN or alternative agreed upon tool) Workflow Design (Tool of HSD choice) including business rules and e-mail notification Architecture Design Design for Custom Developed Components	
S 3.4	Develop any custom code required for the Solution. Include unit testing processes and methods.	

Item	Description	Offeror Response
S 3.5	Provide all necessary services for development, installation, configuration, and development of all hardware, system software, and custom developed software in order to provide a complete solution.	

Service Requirements Response TABLE 4 - Test Plan

Item	Description	Offeror Response
S 4.0	Provide at a minimum the following tests: unit, system, integration, accessibility, vulnerability, performance, Stress or volume, User Acceptance.	Test Plan using NM DOIT templates (or recommend an alternative including: <ol style="list-style-type: none"> 1. Test approach narrative 2. Scenarios 3. Use Case 4. Scripts 5. Results Examples
S 4.1	Provide support as needed for the State of New Mexico security vulnerability testing	

Service Requirements Response TABLE 5 - Training

Item	Description	Offeror Response
S 5.0	The Offeror will provide training for train the trainers, users, system administrators, and application administrators.	Training Approach Plan including: <ol style="list-style-type: none"> 1. Narrative 2. Materials 3. Examples

Service Requirements Response TABLE 6 - Deployment

Item	Description	Offeror Response
S 6.0	Contractor will create pilot and deployment plans using DOIT templates or negotiated format.	Solution Deployment Plan including a pilot plan