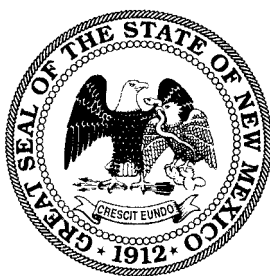


STATE OF NEW MEXICO
Human Services Department



REQUEST FOR PROPOSALS
RFP# 90-630-000-12124

Directory of New Hires

Issue Date: March 26, 2009

TABLE OF CONTENTS

I.	INTRODUCTION	1
A.	PURPOSE OF THIS REQUEST FOR PROPOSALS.....	1
B.	VISION	1
C.	SUMMARY SCOPE OF WORK	1
D.	SCOPE OF PROCUREMENT	2
E.	PROCUREMENT MANAGER	2
F.	DEFINITION OF TERMINOLOGY.....	3
G.	BACKGROUND INFORMATION	6
H.	PROCUREMENT LIBRARY	10
II.	CONDITIONS GOVERNING THE PROCUREMENT	11
A.	SEQUENCE OF EVENTS	11
B.	EXPLANATION OF EVENTS.....	11
1.	<i>Issue of RFP</i>	11
2.	<i>Pre-Proposal Conference</i>	12
3.	<i>Distribution List Response Due</i>	12
4.	<i>Deadline to Submit Additional Written Questions</i>	12
5.	<i>Response to Written Questions/RFP Amendments</i>	12
6.	<i>Submission of Proposals</i>	13
7.	<i>Proposal Evaluation</i>	13
8.	<i>Selection of Finalists</i>	13
9.	<i>Best and Final Offers From Finalists</i>	13
10.	<i>Oral Presentation/Demonstration by Finalists</i>	14
11.	<i>Finalize Contract</i>	14
12.	<i>Contract Award</i>	14
13.	<i>Protest Deadline</i>	14
C.	GENERAL REQUIREMENTS	15
1.	<i>Acceptance of Conditions Governing the Procurement</i>	15
2.	<i>Incurring Cost</i>	15
3.	<i>Prime Contractor Responsibility</i>	15
4.	<i>Subcontractors</i>	15
5.	<i>Amended Proposals</i>	15
6.	<i>Offeror's Rights to Withdraw Proposal</i>	15
7.	<i>Proposal Offer Firm</i>	16
8.	<i>Disclosure of Proposal Contents</i>	16
9.	<i>No Obligation</i>	16
10.	<i>Termination</i>	16
11.	<i>Sufficient Appropriation</i>	16
12.	<i>Legal Review</i>	17
13.	<i>Governing Law</i>	17
14.	<i>Basis for Proposal</i>	17
15.	<i>Contract Terms and Conditions</i>	17
16.	<i>Offeror's Terms and Conditions</i>	17
17.	<i>Contract Deviations</i>	17
18.	<i>Offeror Qualifications</i>	18
19.	<i>Right to Waive Minor Irregularities</i>	18
20.	<i>Change in Contractor Representatives</i>	18
21.	<i>Notice</i>	18
22.	<i>Department Rights</i>	18
23.	<i>Right to Publish</i>	18
24.	<i>Ownership of Proposals</i>	18
25.	<i>Confidentiality</i>	19
26.	<i>Electronic Mail Address Required</i>	19

27.	<i>Use of Electronic Versions of this RFP</i>	19
28.	<i>New Mexico Employees Health Coverage</i>	19
III.	RESPONSE FORMAT AND ORGANIZATION	21
A.	NUMBER OF RESPONSES	21
B.	NUMBER OF COPIES	21
C.	PROPOSAL FORMAT	21
IV.	SPECIFICATIONS	23
A.	INFORMATION	23
B.	MANDATORY SPECIFICATIONS	23
V.	EVALUATION	38
A.	EVALUATION POINT TABLE/SUMMARY	38
B.	EVALUATION FACTORS	38
C.	EVALUATION PROCESS	39
APPENDICES.		41
	APPENDIX A -- ACKNOWLEDGEMENT OF RECEIPT FORM	42
	APPENDIX B -- AGREEMENT TERMS AND CONDITIONS	43
	<i>EXHIBIT A -- SCOPE OF WORK</i>	59
	<i>EXHIBIT B -- STATEMENT OF CONFIDENTIALITY</i>	61
	<i>EXHIBIT C -- IRS DATA SAFEGUARDING</i>	62
	APPENDIX C -- COST RESPONSE FORMS	64
	APPENDIX D -- CAMPAIGN CONTRIBUTION DISCLOSURE FORM	67
	APPENDIX E -- NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM	71
	APPENDIX F -- TRANSACTION VOLUMES	72
	APPENDIX G -- RFP TECHNICAL PROPOSAL CHECKLIST	73

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico's Human Services Department (Department) requests proposals for the operation of the New Mexico State Directory of New Hires, which shall contain information supplied by employers on each newly hired or rehired employee in accordance with Section 50-13 NMSA 1978 and 42 USC Section 651 et. seq.

The purpose of this Request For Proposals (RFP) is to select an offeror with the experience and knowledge to perform the professional services as described in the Mandatory Specifications of this RFP, in order to operate and maintain the New Mexico Directory of New Hires in compliance with state and federal law.

The Federal Parental Responsibility and Work Opportunity Act of 1996 mandated the establishment of the National New Hires Directory, as well as for all states to establish state new hires directories. The New Mexico state directory of new hires law (50-13 NMSA 1978) was enacted in 1997. The act designated the title IV-D program (CSED) administered by the Human Service as the responsible agency for establishing and operating the state directory of new hires. In October 1997, the New Mexico Directory of New Hires became operational through a contract. This operation has remained a contracted service to HSD since then. The current contractor is Policy Studies, Inc. and the business functions and supporting system are hosted at the contractor's site in Austin, Texas.

The State of New Mexico is seeking a relationship with potential offerors to continue supplying the New Hires application and business functionality. The State of New Mexico will award additional fifty points for a contractor who will host the services within the state of New Mexico. The State of New Mexico reserves the option of requiring the contractor to transition the hosting of the website and data base to the state data center.

B. VISION

To enhance the collection of child support by making available to the Child Support Enforcement Division information on new employment of child support obligors in a prompt, accurate, employer-friendly manner.

C. SUMMARY SCOPE OF WORK

The scope of work shall consist of:

1. Transitioning from the prior contractor's New Mexico New Hire Directory operation to an operation by the successor contractor.
2. Performing employer outreach in regards to New Hires Directory and National Medical Support Notice.

3. Receiving via multiple transmission methods and maintaining new hires employment data.
4. Providing customer and technical service support to employers.
5. Providing and transmitting periodic new hire data to designated public agencies.
6. Providing statistical reports on the program to the Child Support Enforcement Division.
7. Performing tasks to raise the employer compliance rate.
8. Fulfilling all requirements for the New Hire Directory referenced in the laws cited above.
9. Providing employers web-based National Medical Support Notice reporting.
10. Providing all the following requirements as found in Section IV, Paragraph B, Subsection 6.

D. SCOPE OF PROCUREMENT

The scope of the procurement shall encompass the operation of the New Mexico State Directory of New Hires beginning July 1, 2009 or upon signature of the State Purchasing Division. The Contract resulting from this RFP will end on June 30, 2010. The Department shall have the option of extending the Contract annually, or for any portion thereof, for up to three additional years, until June 30, 2013. In no event shall the total term of the Contract, including extensions, exceed four years.

This procurement shall result in a single source award.

E. PROCUREMENT MANAGER

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

David Cisneros
Human Services Department
Child Support Enforcement Division
P.O. Box 25110
Santa Fe, NM 87504
Telephone: (505) 827-7207
Fax Number: (505) 827-6257
e-mail: david.cisneros@state.nm.us

All deliveries via express carrier should be addressed as follows:

Rick Muniz c/o David Cisneros
General Services Department
State Purchasing Division
Joseph Montoya Building
1100 St. Francis Drive, Room 2016
Santa Fe, NM 87505

Any inquiries or request 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 Department.

F. DEFINITION OF TERMINOLOGY

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

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

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

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

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

“Contractor” means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State;

“CSED” means Child Support Enforcement Division of the NM Human Services Department.

“CSIC” stands for “Child Support Information Center, CSED’s centralized customer service operation.

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

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

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

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

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

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

“DFA/CRB” means the Contracts Review Bureau of the Department of Finance and Administration for the State of New Mexico.

“DHHS: means the U.S. Department of Health & Human Services.

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

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

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

“Finalist” is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

“FY” means Fiscal Year of the State of New Mexico and/or the U.S. Government. The New Mexico State fiscal year is July 1 through June 30. The Federal fiscal year is October 1 through September 30.

“HSD” is the New Mexico Human Services Department.

“ITD” means Information Technology Division of the Human Services Department.

“ISD2” is the New Mexico Temporary Assistance to Needy Families and Medicaid eligibility determination automated system, “Income Support Delivery System 2.”

“IV-D” refers to Title IV-D of the Social Security Act, the authorization and laws governing the child support enforcement program.

“IVR” stands for Interactive Voice Response system.

“KIDS” is the acronym for “Key Information Delivery System,” the interactive voice

response system used by CSED to provide customer information.

“Mandatory” The terms “must,” “shall,” “will,” “is 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.

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

“New Mexico Employee” means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.

“NMSA” is the acronym for the New Mexico Statutes Annotated, 1978 with all amendments. When the acronym “NMSA” appears, it shall be read as if the full and complete citation was made at that point.

“OCSE” means Office of Child Support Enforcement, the federal agency charged with overseeing state IV-D programs.

“Offer” means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

“Offeror” 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.

“Project Team” is comprised of the functional and technical human resources assigned to the project.

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

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

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

“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.

“Solicited and Awarded” means an ITB or RFP resulting in contract award was made available to the general public, through any means.

“Solicitations” means ITBs and RFPs.

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

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

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

G. BACKGROUND INFORMATION

This section provides background and the operating environment of the Department 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.

HSD Mission and Roles

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

HSD Goals and Objectives

The Human Services Department’s major goals and objectives are:

Access

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

Quality

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

Accountability

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

HSD Resources and Locations

The Department has more than 2,150 authorized Full Time Equivalents (FTE's) and contracts with community-based service providers throughout the State. There are 36 HSD/Income Support Division (ISD) field office locations statewide. There are 15 HSD/Child Support Enforcement Division (CSED) county office locations statewide, with an additional three satellite offices. There are also eight quality control offices statewide. The Department's central offices are located in Santa Fe office buildings: La Prensa Building (Office of the Secretary, Human Resources, and Behavioral Health Division) Pollon Plaza Building (Income Support Division, Child Support Enforcement Division, and Office of General Counsel); Ark Plaza Building (Medical Assistance Division); Plaza San Miguel (Administrative Services Division, Office of Inspector General, and Information Technology Division).

Organization of the Department

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

1. Office of the Secretary;
2. Administrative Services Division;
3. Behavioral Health Services Division;
4. Child Support Enforcement Division;
5. Information Technology Division;
6. Income Support Division;
7. Medical Assistance Division;
8. Office of General Counsel;
9. Office of Human Resources; and
10. Office of Inspector General;

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

The Secretary provides cabinet-level direction for information technology services in the Department and serves as a point of appeal when contractual disputes arise. The Office of General Counsel provides legal support for the ISD2 support services contract.

Administrative Services Division (ASD) - The Administrative Services Division structures resources for information technology expenditures and provides monitoring reports. ASD also allocates information technology processing charges, and assesses them to the appropriate federal or State account.

Behavioral Health Services Division (BHSD) – BHSD is part of the Behavioral Health Purchasing Collaborative and works with consumers, family members, providers and

prevention advocates as well as with citizens involved in the Local Collaborative and the Behavioral Health Planning Council (BHPC). The Division's Mission is: To lead the provision of integrated and comprehensive behavioral health services with its Collaborative partners in order to promote the health and resilience of all New Mexicans and to foster recovery and healthy living in communities. The Division works with the Behavioral Health Collaborative's CEO to: a) ensure the availability of quality treatment and support services in the least restrictive settings; b) build the behavioral health workforce's capacity and competency; and c) assist providers and peer support specialists in providing recovery and resiliency focused evidence-based practice in mental health and substance use services.

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

CSED's central office is in Santa Fe and operates thirteen county and four satellite offices throughout the State. There are currently 350 CSED workers statewide. By Joint Powers Agreement (JPA), the Navajo Nation Child Support Enforcement Program also uses CSED, New Mexico's child support automated system as well as other services such as the customer service and State Disbursement Unit (SDU). These offices are housed in three regional offices on the Navajo Reservation.

Information Technology Division (ITD) – The Information Technology Division is responsible for developing and maintaining systems and coordinating the many interfaces between internal systems and other entities. DoIT develops the Annual Information Technology Plan and provides quality information processing and communication services both timely and cost-effective to enable the department, its programs, divisions and offices to perform their missions in an efficient and responsive manner.

The division consists of a Chief Information Officer, two Deputy Chief Information Officers, and eight bureaus.

Income Support Division (ISD) - The Income Support Division consists of a Director, two Deputy Directors, four Bureau Chiefs, and five Regional Operations Managers, in addition to the Training Section, Constituent Services Section, and the EBT Section.

Field Operations. The Division's field staff members of over 900 workers, supervisors, and County Directors are administered through five Regional Operations Offices under the direction of one of the Deputy Directors. Field staff members are responsible for interviewing recipients, determining eligibility, and issuing benefits for the Food Stamp, TANF, General Assistance, Medicaid, Work Programs, and other public assistance programs.

The Electronic Benefits Transfer (EBT) Section develops and implements policies and procedures for the electronic delivery of public assistance benefits to eligible recipients. The

section is currently managing the Regulation E and Retailer Management federal pilot projects.

Medical Assistance Division (MAD) - The Medical Assistance Division manages and administers the State's Medicaid Program. Medicaid reimburses health care providers for services provided to eligible recipients. MAD staff members interpret laws, policies and regulations, provide guidance and information, and develop policies and procedures related to Medicaid Programs for use by other government entities and private entities.

Office of General Counsel (OGC) - The Office of General Counsel provides policy guidance, legal advice and representation to the Cabinet Secretary and division directors. This includes legal advocacy and representation of the department in both administrative and judicial proceedings and the development of legal strategies that further the department's mission and goals. The attorneys within the Office of General Counsel are responsible for reviewing the contractual commitments entered into by the department each year.

Office of Human Resources (OHR) – The Office of Human Resources coordinates all human resource operations for all divisions of the department to include all matters pertaining to compensation, hiring, promotions, terminations, separations, transfers, and retirements. This office also provides services related to performance appraisals, training, benefits administration, drug and alcohol prevention programs and human resource records management. All services are provided in accordance with the Rules and Regulations of the State Personnel Board and departmental policies and procedures.

Office of Inspector General (OIG) – The Mission of the Office of Inspector General (OIG) has a staff of 38 that supports an administrative office and three operational bureaus. OIG conducts and supervises independent and objective activities relating to audits, investigations, and financial recovery operations. They also perform activities that detect and prevent fraud as well as waste and abuse in agency programs and operations. They measure effectiveness and efficiency within the agency.

Inter-organizational Relationships and Coordination

The New Mexico Human Services Department operates in a complex organizational environment, involving both State and federal funding, and reporting relationships and contracts with service providers. Much of the Department's work is coordinated with agencies such as the Department of Health, the Children, Youth and Families Department, Aging and Long Term Services Department and the Department of Labor.

NEW MEXICO STATE GOVERNMENT - New Mexico's Governor is elected to a four-year term. The State is organized into seventeen (17) cabinet-level agencies. The Legislature annually appropriates operational funding from general tax revenues, earmarked funds, federal revenues, and transfer funds to the various agencies.

The State Fiscal Year runs from July 1 to June 30.

FEDERAL GOVERNMENT - Most of the programs administered by HSD are funded wholly or in part by the federal government. These programs are identified below.

United States Department of Health and Human Services (DHHS) - HSD administers the following programs under the jurisdiction of DHHS:

- Temporary Assistance for Needy Families (TANF)
- Refugee Resettlement
- Low Income Home Energy Assistance (LIHEAP)
- Community Services Block Grant (CSBG)
- Child Support Enforcement
- Medicaid

The Department provides Medicaid to eligible recipients under Titles XIX and XXI of the Social Security Act. Titles XIX and XXI services fall under the jurisdiction of the Centers for Medicare and Medicaid Services (CMS) within DHHS.

United States Department of Agriculture (USDA). The Department administers the Food Stamp and Commodities Programs which are part of the Food and Nutrition Service (FNS) of USDA.

PARTNER ORGANIZATIONS. The Department enters into contractual arrangements with a variety of public and private organizations. These organizations include local governments, educational institutions, nonprofit organizations, and businesses.

H. 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/>

Laws governing new hires directories may be found at:

<http://www.gpoaccess.gov/uscode/index.html>

and

<http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement and describes the major procurement events as well as the conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Department State Purchasing	3/26/09
2.	Pre-Proposal Conference	Department Potential Offerors	3/31/09
3.	Distribution List Response	Potential Offerors	3/31/09
4.	Deadline To Submit Additional Questions	Potential Offerors	4/03/09
5.	Response to Written Questions/RFP Amendments	Department	4/09/09
6.	Submission of Proposal	Offerors	5/01/09
7.	Proposal Evaluation	Evaluation Committee	3/26/09through 5/08/09
8.	Selection of Finalists	Evaluation Committee	5/11/09
9.	Best and Final Offers from Finalists	Offerors	5/15/09
10.	Oral Presentation and/or Product Demonstrations by Finalists	Offerors	5/19/09
11.	Finalize Contract	Department Offeror	5/20/09through 5/22/09
12.	Contract Award	State Purchasing Agent	5/26/09
13.	Protest Deadline	Offerors	15 Days after the Contract Award

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

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

Additional copies of the RFP can be obtained from the Purchasing Division web site at www.generalservices.state.nm.us/spd.

2. Pre-Proposal Conference

Time: The Pre-Proposal Conference will be held from 10:00 A.M. through 12:00 P.M. on MARCH 31, 2009, at the following location:

General Counsel Library
Pollon Plaza
Ground Floor
2009 S. Pacheco Street
Santa Fe, New Mexico

Attendance at the pre-proposal conference is not mandatory.

3. Distribution List Response Due

Potential offerors should hand deliver or return by facsimile 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. This form should be signed by an authorized representative of the organization, dated, and returned by close of business on the date listed in the table found in Section II, Paragraph A to the procurement manager.

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.

4. Deadline to Submit Additional Written Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business of on the date listed in the table found in Section II, Paragraph A. All written questions must be addressed to the Procurement Manager (see Section I, Paragraph E).

5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on the date listed in the table found in Section II, Paragraph A 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 should be signed by the offeror's authorized representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail 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 seven (7) days after the answers and/or amendments were issued.

6. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 P.M. MOUNTAIN DAYLIGHT TIME ON THE DATE LISTED IN THE TABLE FOUND IN SECTION II. A. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the “Child Support Enforcement Customer Service” Request for Proposals. Proposals submitted by facsimile or other electronic means will not be accepted. Proposals will remain the property of the Department and will not be returned.

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

7. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Department management. The evaluation process will take place from the date listed in the table found in Section II, Paragraph A. During this time, the Procurement Manager may, at his option, initiate discussion with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist offerors on the date listed in the table found in Section II, Paragraph A. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations/demonstrations will be determined at this time.

9. Best and Final Offers From Finalists

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the close of business on the date listed in the table found in Section II, Paragraph A. Best and final offers may be clarified and amended at the finalist offeror’s oral presentation/demonstration.

10. Oral Presentation/Demonstration by Finalists

Finalist offerors will be required to present their proposals and respond to Evaluation Committee questions on the date listed in the table found in Section II, Paragraph A. The Department reserves the right to extend the time at its sole discretion. All oral presentations will be held in Santa Fe, New Mexico. Finalist offerors will be limited to duration of presentation of not more than two (2) hours.

11. Finalize Contract

The contract will be finalized with the most advantageous offeror by the date listed in the table found in Section II, Paragraph A. In the event that mutually agreeable terms cannot be reached within the time specified, the Department reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process or to cancel the award.

12. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Department management, and the signed contract, the State Purchasing Agent will award the contract on the date listed in the table found in Section II, Paragraph A. This date is subject to change at the discretion of the State Purchasing Agent.

This contract shall be awarded to the offeror 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.

13. Protest Deadline

Any protest by an offeror must be timely and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive offerors shall begin on the day following the contract award and will end as of 5:00 PM Mountain Daylight Time 15 days after the Contract Award. 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
Santa Fe, NM 87502-0110**

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

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

Any cost incurred by the offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Department. The Department will make contract payments only to 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 Department personnel will not merge, collage, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for 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 inspections of the non-confidential portion of the proposal. Confidential data are normally restricted to confidential financial information concerning the offeror’s organization and data that qualify as a trade secret in accordance with the Uniform Trade Secrets Act [§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

The procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities (including the DoIT, State Purchasing Division, DFA/CRB and Federal authorities).

10. Termination

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

11. Sufficient Appropriation

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

contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

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

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in §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 fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice

The Procurement Code, §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 kickbacks.

22. Department Rights

The Department reserves the right to accept all or a portion of an offeror's proposal including the right to purchase software or services from SPA approved price agreements.

23. Right to Publish

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

24. Ownership of Proposals

One complete copy of all proposals including the Best and Final Offer, if one was submitted, shall be placed into the procurement file. Those documents will become the property of the Department and the State of New Mexico. All others will be destroyed by

the Agency.

25. Confidentiality

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

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

The Contractor will comply with all requirements stated in Exhibit C, IRS Data Safeguarding.

26. Electronic Mail Address Required

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

27. Use of Electronic Versions of this RFP

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

28. New Mexico Employees Health Coverage

1. For all contracts solicited and awarded on or after January 1, 2008: If the offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, offeror must agree to:
 - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars.
 - (c) have in place, and agree to maintain for the term of the contract, health insurance

for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

III. Response Format and Organization

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall provide 1 clearly labeled original and 5 identical copies of their proposal (Binder 1), 1 original and 2 copies of the cost proposal (Binder 2), and 1 original and 5 copies of supporting technical documentation (Binder 3) to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals. In addition, Offerors shall provide two electronic copies of all materials in the proposal.

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 binders with tabs delineating each section. The electronic copies of Binders 1 and 2 must be in Word, PDF, or Excel formats.

Proposal Organization

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

Binder #1

- a) Signed letter of transmittal
- b) Table of contents
- c) Summary of proposed services
- d) Response to mandatory specifications
- e) Completed Technical Proposal Checklist (Appendix G)

Binder #2

- f) Response to Terms and Conditions
- g) Offeror's Additional Terms and Conditions
- h) Budget Proposal Form

Binder #3 (Optional)

- i) Other Supporting Material
- j) Two CDs containing the entire proposal

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses 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 summary of proposed services 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.

Letter of Transmittal

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

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C, Subsection 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

A. INFORMATION

1. Department Resources

In preparing proposals, Offerors may assume that during the course of the contract, the Department will provide the following resources:

- (a) Department review of deliverables.
- (b) Department review of contractor outreach materials and online presentations.

DEPARTMENT review does not relieve the CONTRACTOR of the responsibility for quality assurance testing and adherence to HSD-defined standards.

DEPARTMENT Contract Manager is Primary Point of Contact for all Technical related items. This person will coordinate with HSD staff to provide the following support to the CONTRACTOR:

- (c) Technical coordination with Contractor on all file transmissions required under the contract.
- (d) Coordination with Contractor on requirements definitions for the Internet National Medical Support Notice requirement as outlined in Paragraph IV, Paragraph 6, Requirement b.2.E

2. Work Performance

For the purpose of preparing proposals, Offerors must designate the proposed operations site of the New Mexico Directory of New Hires.

Throughout the contract, Contractor management staff will be expected to attend management meetings with state staff at state offices on request of the Program Manager.

3. Transaction Volumes

For the purpose of preparing proposals, Offerors may refer to Appendix F for information on the actual transaction volumes processed by the New Mexico Directory of New Hires.

B. MANDATORY SPECIFICATIONS

Proposals must first meet the mandatory requirement; then will be assigned points up to the allocated maximum based on the response.

1. Corporate Experience

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 providing new hires directory services.

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 identifying the period of service.
- d. A description of the service provided.
- e. A statement of why the offeror believes this engagement constitutes relevant corporate experience to this procurement.
- f. 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.

2. Corporate References

Offerors must submit three (3) external corporate references from clients who have received similar services to those proposed by the offeror for this contract, especially those projects in the public sector that have occurred within the past five (5) years. Offers that propose to use Subcontractors for significant portions of the scope of work must include three (3) external references for each major Subcontractor. Each reference must include the name of the company, company current address, name of the contact person, telephone number, and the date and description of the services provided.

In addition, offerors must submit three (3) external references for senior corporate management proposed to be responsible for the Contractor's performance. Each reference must include the name of the company, company current address, name of the contact person, telephone number, and the date and description of the services provided.

Note: The Offeror is responsible for verifying reference contact information. The Evaluation Committee is not obligated to try to locate persons not found at the numbers or places given in the proposals. Obsolete or wrong Contact information could result in a zero score in this category.

3. Financial and Corporate Stability of Offeror

Offerors must submit copies of their organization's most recent years independently audited financial statements, as well as those for the preceding three (3) years. The financial statement submitted must be solely for the offeror, unless a parent entity is also committing to back financially the offeror in performance of the contract, in which case the financial statements of the parent entity must also be provided.

The submissions must include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows, and the notes to the financial statements. Offerors must also submit information regarding any mergers, acquisitions, or sales of the offeror or subcontracting companies within the last ten years, or if any are pending or being negotiated and if so, an explanation providing relevant details.

Offerors must provide a statement as to whether there is any pending litigation against the offeror, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation may impair the offeror's performance in a contract under this RFP. Likewise, offerors must provide a statement as to whether the offeror or any of the offeror's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so provide an explanation with relevant details.

Offerors must include a statement of their intention and evidence of ability to procure, submit to the Department, and maintain throughout the duration of the contract, a Performance Bond in favor of the Department to insure the Contractor's performance under the contract.

4. Offeror Staff Experience

The offeror must provide all Contractor and Subcontractor, including clerical staff, personnel required to complete the Contractor responsibilities described in this RFP in the Contract Terms and Conditions, Appendix B. The Contractor is not to assume or propose the use of State staff to conduct any substantive work pursuant to this RFP, except as is specifically stated herein.

The Contractor must commit a cohesive, dedicated, highly skilled core team of key personnel to this project. At a minimum, this core team is to include a Senior Project Manager, an Operations Manager, an Employer Outreach Manager, and a Technical Manager. These are minimum requirements for the core team and do not prohibit the Contractor from including additional job classifications for a larger proposed core team. The proposal must state the percentage of time per month that each proposed core team member will be assigned to and working on the New Mexico Directory of New Hires Project.

In this section of the Proposal, the Offeror must define its proposed core team. Offerors must submit a staff organization chart and the chronological resumes of all core proposed staff with the proposal. The organization chart must include the title, name and

experience category for each proposed individual with an accompanying narrative that describes the individual's proposed job duties. Resumes with experience narratives attached thereto should thoroughly document the proposed staff member's knowledge and experience relative to the job duties to be performed, as well as the level of knowledge and experience, as appropriate. Include copies of appropriate professional certifications. The Proposal must describe any experiences of the proposed core team relevant to any projects of the type, size, and scope of this project. Special attention should be given to statewide directories of new hires. All relevant experiences described must clearly identify dates of the proposed team member's participation on the project. The most recent relevant experience for proposed staff members should be within the last two years of the date of this RFP.

5. Offeror Staff References

- a) The offeror shall provide the names, positions, and current telephone numbers of clients who can give information on the individuals' experience and competence. Three references must be provided for each proposed core staff member. The reference contact information should include phone numbers and email addresses.
- b) Staff references to other personnel within the offeror's organization (or parent organization) are unacceptable. Such references will not be contacted and the offeror shall receive no credit for that reference.
- c). Descriptions of experience shall include specific responsibilities and number of years including the role and percentage of time spent on specific projects. All percentages should be based on months of full days five (5) day weeks.
- d) Each project reference in a resume should include the customer name and dates of the project, as well as a brief project description, including the scope of the project.

Note: The Offeror is responsible for verifying reference contact information. The Evaluation Committee is not obligated to try to locate persons not found at the numbers or places given in the proposals. Obsolete or wrong contact information could result in a zero score in this category.

6. Technical Proposal

Offerors will respond to each item in following table by number. Each response should convey an understanding of the requirement and its implications (not just quoting the requirement) and should describe the methodology the Offeror will use to meet it, the technical solutions, and the quality control that will be built into meeting the requirement. General promotional material is not welcome; however, relevant technical material may be referenced as an appendix to the technical proposal or in Binder 3.

a. Business Requirements

Requirement	Sub Tasks	Description
a.1.A		The Offeror shall establish and maintain a state Directory of New Hires. The office shall be staffed with proposed Key Management Staff, and be equipped for customers contacting the office, document and data processing, technology updates, physical security, operational security, and logical security. This office shall be subject to full inspection by state officials during state business hours. The Offeror will work cooperatively with the outgoing Offeror to transition data and services in a seamless manner.
a.1B		The Offeror shall develop an ongoing employer outreach program approved by the Department to inform employers conducting business within the state of the mandated New Hires and National Medical Support Notice Reporting Requirements. The Offeror shall provide extensive outreach to inform employers of the NMSN reporting requirements in full compliance with the requirements of this RFP. The ongoing employer outreach program must include outreach to increase overall compliance by industry and demographics. Outreach must specifically include encouragement for employers to report optional data elements, especially medical insurance availability. Outreach services shall include: (continued in next row)

Requirement	Sub Tasks	Description
a.1B - continued	1) through 15)	1)Monthly Proactive Compliance Mailings; 2)Quarterly Wage Compliance Mailings; 3)Annual mailings to all New Mexico employers reminding employers of the statutory requirement and informing them of the reporting options; 4)Targeted Industry Code Mailings; 5)Multi-State Employer Mailings; 6)Targeted Contact with Employers Reporting Manually via personal phone calls to employers. Employers will be walked-through registering to use the Web site. Any technical questions they may have will be answered; 7)Employer/employer event on-site visits. A. The Employer Outreach Manager will make 12 trips annually throughout New Mexico to promote the program with employers. B. These visits will include, but not necessarily be limited to: i. February Outreach Presentations to Farm Labor Contractors ii. Visit to Jobs Security Employer Connections iii. Other Visits, as needed, such as American Payroll Association 8) Production and distribution of New Hire and NMSN brochures, and distribution of Insure New Mexico brochures supplied by the state in the same venues and mailings; 9) New Employer Outreach: The Offeror will supply the New Mexico Workforce Solutions Department a sufficient number of Directory of New Hires and National Medical Support Notice brochures monthly; 10) Notification of Changes: The Offeror will be responsible for updating all employers on any changes in the reporting procedures or if the law or options available are changed within one month of the change; 11) Notifying Employers for Improvements: The Offeror will be responsible for identifying individual employers whose reporting can be improved in specific ways and notifying them of the requested remedial action; 12) Compliance Analysis and Outreach: The Offeror shall conduct quarterly matches of Quarterly Wage files with New Hires data to identify non-compliant employers, analyze the results, and utilize this analysis to target specific employers and industry groups (using industry codes) for outreach; 13) Non-Compliance Notices: In concert with the department Contract Administrator and legal counsel, the Offeror shall develop and mail by certified mail notices advising employers of intent to assess penalties for non-compliance and the actual assessment notices. These notices shall be sequenced so that employers are given ample opportunity to come into compliance before punitive action is taken by the Department. Notices will be sent upon final approval by the Department Contract Administrator; 14) Department Approval: The Offeror shall ensure that all form letters, brochures, pamphlets, notices, web site displays, and press releases created by the Offeror are reviewed and approved by the Department Public Information Officer and the Department Contract Administrator before release. 15) Mailings: The Offeror is responsible for all costs of production and mailing, including, but not limited to, annual outreach packets, New Mexico Directory of New Hires brochures, National Medical Support Notice brochures, and compliance mailings.
a.2.A		The Offeror shall enter the information into a secure web application within three (3) business days of receipt of the information from the employer. The Offeror shall supply proof of compliance with this requirement to the Department. The site will be built to NIST-800-44 Guidelines on Securing Public Web Servers,
a.2.B		The Offeror shall identify, count, and reject all duplicate reports. The duplicates shall be reported to the Department in a monthly report.

Requirement	Sub Tasks	Description
a.2.C		The Offeror shall enter the information into the web application within three (3) business days of receipt of the information from the employer. The Offeror shall supply proof of compliance with this requirement to the Department. The site will be built to NIST-800-44 Guidelines on Securing Public Web Servers.
a.2.D		The Offeror shall identify, count, and reject all duplicate reports. The duplicates shall be reported to the Department in a monthly report.
a.2.E		The Offeror shall contact employers within two (2) working days of receipt of faulty reports to correct incomplete, illegible, or erroneous information.
a.2.F	1) and 2)	To ensure tracking of the three-day entry requirement, the Offeror shall record the date the report was received and the date entered into the Directory developed by the Offeror. The following information shall be entered when it is supplied by the employer: 1) Mandatory: Employee's name, employee's address, employee's social security number, employer's name, employer's address, employer's Federal Employer Identification number (FEIN). 2) Optional: Payroll processing address, employee's date of hire, employee's date of birth, employee's state of hire, medical insurance availability, employee's salary, employer contact data. When employers send optional data, the offeror must enter this data.
a.2.G		The Offeror shall document the process used for maintaining the most current, complete, and accurate employer information in the Directory of New Hires.
a.2.H	1) through 2)	The offeror shall treat all information reported as private and confidential and shall not be used for any other purpose than New Hires Reporting. The Offeror shall not make such data available to any other person or company in its entirety or any part for any purpose whatsoever except as provided under this Agreement. The Offeror shall not develop, use, or maintain a data list of employers or individuals obtained in performance of this Agreement and shall not distribute any information received or developed except as provided under this Agreement. The Offeror shall provide for the appropriate confidential handling and processing of the reports and the magnetic media created under this Agreement. Such safeguards will include: 1) Advising all individuals engaged in the performance of the contract of the confidentiality of the information and the prohibition from copying, transcribing, or releasing data to any non-authorized individual or organization in any manner, and 2) Requiring the attached confidentiality statement, Exhibit B, to be signed by all employees with access or potential access to material developed hereunder. Signed confidentiality statements shall be delivered to the Contract Administrator upon contract execution.

Requirement	Sub Tasks	Description
a.3.A		The Offeror shall be responsible for all costs associated with shipping or mailing magnetic media and shall exchange media with employers in ways that minimize costs for employers to comply. The Offeror may not charge employers for any costs related to New Hires Reporting.
a.3.B		The Offeror shall maintain a post office address in the name of "New Mexico Directory of New Hires" and shall retrieve mail on a daily basis. The Offeror is responsible for promptly forwarding any mail to the Department which is not strictly New Hires related. The Offeror shall respond to written queries to the New Mexico Directory of New Hires which require a written response within one (1) business day of receipt.
a.3.C		The Offeror shall provide a toll-free never busy FAX service so that employers can FAX new hires reports any time without waiting for FAX line availability. FAX reports shall be retrieved at least twice every business day. In the absence of telephone service provider's never busy, FAX capacity, the Offeror shall provide an equivalent functionality.
a.3.D		The Offeror shall provide management assistance and fully cooperate with other parties on the turnover of this contract to the successor entity.
a.4.		The Offeror shall fully cooperate with state and federally designated technical staff to develop and maintain all designated interfaces as outlined in Requirement b.3A. The Offeror may be required by the Department Contract Administrator to develop and propose file formats and modes of transmission.
a.5.A	1) through 11)	The Offeror shall provide a Monthly Summary Report to the Department Contract Administrator, to a mailing list specified by the Department Contract Administrator. The report shall be delivered in a Microsoft 2003 compatible document format, sent via email. The report shall, at a minimum contain monthly and year-to-date figures of the: 1) Total number of new hires reports received by type. 2) Total number of non-duplicator, complete new hires records entered. This is the transaction number used in calculating Offeror payment. 3) Total number of phone calls and source of calls. 4) Total number of employer notices and brochures mailed by type. 5) Number of employer reports requiring corrective action by type. 6) Number of mail inquiries by source. 7) Number of new employers added to the employer database. 8) Number of new employers mailed an informational packet. 9) Number of multi-state employers reporting to New Mexico and the number reporting to other states. 10) Number of employers referred to the Department for non-compliance. 11) Interactive Voice Response (IVR) system volume statistics.

Requirement	Sub Tasks	Description
a.5.B	1) through 6)	The Monthly Summary Report shall also provide: 1) Dates when data files were sent to public agencies in the period, 2) Progress on employer outreach and customer service activities, 3) Information on record retention and destruction activities, 4) Status of any Offeror corrective action items, 5) Identification of any issues that Department management needs to be made aware of, and 6) A list of all employers who reported medical insurance availability, including full contact information and status of availability reported.
a.5.C	1) through 10)	The Offeror shall produce an annual bound report with appropriate graphics and spreadsheets that includes: 1) Achievements Summary 2) Organization and Staffing 3) Customer Service 4) Quality Assurance 5) Employer Outreach Activities 6) Performance Statistics 7) Trend Analysis 8) Compliance Activities 9) NMSN Initiatives 10) Goals and Opportunities The report shall be delivered to the Department Project Manager who in turn will deliver it to HSD Senior Managers.
a.5.D		The Offeror shall ensure that management staff attends meetings as requested by the Department Contract Administrator. Project meetings will take place in Santa Fe, unless otherwise informed by the Department Contract Administrator.
a.5.E		The Offeror shall manage and document the progress of the project, making the Department administration aware of conflicts and key decision issues, and developing recommendations for the resolutions of such conflicts and/or issues.
a.5.F		Upon written notification by the Department Contract Administrator of Offeror non-compliance with terms of the contract agreement, the Offeror shall provide a written Corrective Action Plan to the Department Contract Administrator within seven days. On approval of the Corrective Action Plan by the Department Contract Administrator, the Offeror shall comply with the terms of the Corrective Action Plan.

Requirement	Sub Tasks	Description
a.5.G	1) through 10)	The Offeror shall be responsible for providing a Project Turnover Plan within ninety (90) days of this New Hires Contract. The Project Turnover Plan shall be updated by the Offeror on an as needed basis as long as the Contract is in effect, or upon Contract termination. This plan shall be provided in hard copy and electronic versions, and shall include the following information: 1) Documents to be included in informational mailing to employers to reflect changes in reporting procedures; 2) Listing of all equipment with information as to whether the items are owned by the Offeror, or are leased or rented and by whom; 3) Detailed breakdown of processing steps performed by the Offeror. Information should include staffing, equipment, facility, supply consumption, work loads, and standard procedures; 4) Lists of all job titles and work classifications and the number of individuals in each position. 5) Detailed statistics on operating volumes; 6) Training outlines and materials developed for employees; 7) Written commitment to provide access to the facility by the Department and others in relation to re-procurement; 8) A 90 (ninety) day supply of forms and notices; 9) A list of all software purchased or developed for the purpose of operating the Directory of New Hires; a) The Offeror may use previously developed proprietary software in operating this program; however, software, data files and formats, application programs, and related documentation purchased or developed for the purpose of operating the Directory shall become property of the Department. Copies of all proprietary software utilized in this program together with a prepaid three (3) year license for its use shall be provided to the Department upon termination or expiration of this Agreement. Alternatively, if the Offeror wants to use software that it has developed for this project for other customers, it shall provide the Department license in perpetuity. b) The program software must continue to be entirely functional upon expiration or termination of this Agreement. 10) Other information requested that the Department, in its sole discretion, believes is necessary to effectuate a smooth turnover to the successor provider or the Department.

Requirement	Sub Tasks	Description
a.5.H	1) through 5)	1) The Offeror will perform all services required to ensure a smooth transition of all activities for the New Mexico Directory of New Hires Program. All plans must receive written approval from the Department prior to implementation. 2) The Offeror will submit to the Department for approval, a final comprehensive written Transition Plan within fourteen (14) days after the date that the New Mexico Directory of New Hires contract is signed by the DFA Contracts Officer. The Department will review the plan and communicate, in writing, acceptance or rejection of parts of the plan. The Department will provide its comments and assign a date for completion of the revision. All plans must receive written approval from the Department prior to implementation. 3) The Offeror's Project Manager during the Transition Phase will be available in Santa Fe commencing on Day 1 and will be available by request to meet with Department representatives. 4) The Offeror and the Department Project Manager will jointly develop, and present to the Department a plan for the Transition Phase that reflects the Department's needs and that will provide adequate opportunity to plan and accomplish the efficient transfer of functions and activities. 5) If, at the end of the two (2) month Transition Phase, the Offeror has not met the requirements of the Transition Phase as a result of their own actions or inactions, resulting in the Department having to continue to keep the current Offeror, Directory of New Hires, for additional weeks or months beyond the two-month period, the Offeror shall be considered in breach of the potential contract. Should such an event occur, the Offeror agrees to work with the current Offeror to ensure that the transition is completed within no more than thirty (30) days from the end of the two-month transition period, and the Offeror will not be compensated for its services during that period until the Department agrees in writing that the transition has been completed.
a.5.I	1) through 5)	The Transition Plan, shall include, but not be limited to: 1) A plan for orientation and training of all proposed contract staff; 2) Documented procedures for ensuring smooth cooperation and coordination between the current Directory of New Hires Offeror, the Department, the Offeror and the Department of Information Technology; 3) A documented plan for transferring all documents and documentation (including all notes, working papers, draft documents), and all New Mexico Directory of New Hires application components and all data within the current Offeror's development environment; 4) A documented plan for the installation and operation of the application development environment; 5) Proposed office location and associated activities for the office setup.

b. Technical Requirements

<u>Requirement</u>	<u>Sub tasks</u>	<u>Description</u>
b.1.A		The Offeror must be able to receive new hires reports from employers in all of the following formats: telephone, FAX, voice mail, postal and express mail, CD, web site. The Offeror must inform employers of all reporting mode options available.
b.1.B		The offeror will provide the employers the option of reporting by a W-4 form or, at the employer's option, an equivalent form already in use by the Department. The Offeror must inform employers that the W-4 is sufficient, but that the Directory will supply them optional forms. The optional form shall identify which data elements are optional. The Offeror may recommend to the Department Contract Administrator the inclusion of additional optional data elements based on the Offeror's experience and the needs of the program.
b.1.C		The Offeror shall enter the information into a secure web application within three (3) business days of receipt of the information from the employer. The Offeror shall supply proof of compliance with this requirement to the Department. The site will be built to NIST-800-44 Guidelines on Securing Public Web Servers.
b.1.D		The Offeror shall identify, count, and reject all duplicate reports. The duplicates shall be reported to the Department in a monthly report.
b.1.E		The Offeror shall implement measures to guard against damage caused by computer virus, physical damage or corruption of data, theft, or destruction of data files. The Offeror will insure that all files it stores and transmits to other entities are not corrupted or virus infected.
b.1.F		The Offeror shall keep all source documents data entered for a minimum of ninety (90) days, unless instructed otherwise by the Department Contract Administrator.
b.1.G		The Offeror shall destroy the source documents after ninety (90) days in a manner consistent with state policy and federal regulations for destruction of private or confidential data. This may include shredding or burning. The Offeror shall also provide to the Department Contract Administrator certification that describes the number of files, batch numbers (if appropriate), time period covered, and a statement indicating all copies of employer records have been destroyed and the automated record deleted.
b.2.A		The Offeror shall provide technical assistance to employers on the methodology, format, and data elements for reporting to improve the speed, quality, and accuracy of data submitted. The Offeror shall provide constructive feedback to employers as needed.
b.2.B		The Offeror shall install and staff at least two (2) toll-free telephone lines. The lines shall be fully staffed Monday through Friday between the hours of 8:00 AM and 5:00 PM Mountain Time on all New Mexico state work days for the purpose of responding to public, employer, and CSED staff questions about new hires reporting. These lines shall have a 24-hour voice mail capability. During business hours, there must be at least one Offeror staff member fluent in conversational Spanish available to handle calls placed by Spanish speakers.

<u>Requirement</u>	Sub tasks	Description
b.2.C		To augment live operator service, the Offeror shall install an interactive voice response system (IVR), which will be available 24 hours a day, with the following exceptions: the system may be unavailable for up to one (1) hour per day during non-business hours for downloading data, and up to two (2) hours per month during non-business hours for scheduled maintenance. All calls to the toll-free lines shall roll to the IVR if an operator is not available to take the call. The IVR shall have menu selections in English and Spanish which include general information on new hires reporting (subject to HSD Public Information Officer approval), information for callers who need to access the KIDS line or Child Support Customer Service toll-free numbers, employer-specific new hires information, voice mail, and scripted prompts for reporting new hires. The Offeror shall retrieve messages from the IVR every business day at least once every three (3) hours, beginning at 8:00 AM and respond to the caller, when necessary, within one business day of retrieval.
b.2.D		The Offeror shall establish a bi-lingual Internet site and provide employers an easy, reliable, and secure method of reporting in this manner. The site will be built to NIST-800-44 Guidelines on Securing Public Web Servers. The presentation of the New Mexico Directory of New Hires Internet site shall be subject to Department Contract Administrator approval. The Offeror will work with the CSED's Web Page Developer to insure the Directory of New Hires' web page may be accessed from the CSED and Insure New Mexico web sites. The Offeror will update the web site with new information or notices related to the Human Services Department monthly and on the request of the Department. The NMSN brochure must be posted on the Directory of New Hires web site.
b.2.E		The Offeror shall establish a secure Internet site and provide employers an easy, reliable, and secure method of receiving and responding to National Medical Support Notices (NMSNs) for their employees. The site will be built to NIST-800-44 Guidelines on Securing Public Web Servers. The Offeror will receive a daily file from the Department with information necessary to post the NMSNs. The Offeror will post the NMSN for secure access by the employers within one business day of receipt of the Department's file. The Offeror will produce a daily file with the employers' responses to NMSNs in a format and transmission method defined by the Department. The Offeror will include information on the internet NMSN reporting availability in employer outreach.

<u>Requirement</u>	<u>Sub tasks</u>	<u>Description</u>
b.2.F	1 through 2	Data shall be maintained in a password secure and physically secure environment. The site will be built to NIST-800-44 Guidelines on Securing Public Web Servers. Such safeguards will include: 1) By using appropriate logins, restricting access to the reports and any records created in keying data to individuals who have a legitimate need for access in order to perform keying duties. The site will be built to NIST-800-44 Guidelines on Securing Public Web Servers. 2) Maintaining the reports and magnetic media in a controlled area with limited access only by authorized personnel both during work and non-work hours.
b.3.A	1) through 6)	The Offeror shall provide data to the following public agencies listed below. All FTP Interface System transmission will comply with HSD-ITD FTP standards. 1) <u>The IV-D Agency (Employer Data)</u>. The Offeror will produce and transmit a file of employer data in media or transmission protocol, format, quantity, and frequency directed by the Department Contract Administrator for use by the IV-D Agency. 2) <u>The IV-D System (New Hires Data)</u>. The Offeror will provide a file of new hires data in media or transmission protocol, format, quantity, and frequency directed by the Department Contract Administrator to the IV-D Agency. 3) <u>The IV-A Agency</u>. The Offeror will provide a file of new hires data to the IV-A system in media or transmission protocol, format, quantity, and frequency directed by the Department Contract Administrator. 4) <u>The National Directory of New Hires</u>. The Offeror will provide a file of new hires data to the National Directory in media or transmission protocol, format, quantity, and frequency directed by the Department Contract Administrator. Thereafter, the frequency of the transmission to the National Directory shall be no less than within three (3) business days after data entry. 5) <u>The New Mexico Department of Workforce Solutions (NMDWS)</u>. The Offeror will provide a file of new hires data to the NMDNH in media or transmission protocol, format, quantity, and frequency directed by the Department Contract Administrator. 6) <u>Other Public Agencies</u>: Other public agencies may be identified by the Department Contract Administrator as requiring a copy of the directory's new hires data. In such instances, the Offeror may be required to prepare copies in a file format already developed to send to the additional agencies.
b.3.B		The Offeror will provide access for the designated CSED staff to access the New Mexico Directory of New Hires to research specific individuals in child support enforcement cases. In making available this access, the Offeror will safeguard against abuse, misuse, or breach of confidentiality of information contained in the Directory of New Hires. The information available for viewing shall include the medical insurance availability indicator that the employer reported for an individual.

7. Cost Proposal

Offerors must complete and submit the forms found in Appendix C as their Cost Proposal.

The total costs are estimated due to the unknown actual volume of transactions. Offerors are to use an estimated 450,000 annual transactions for purposes of the cost proposal form.

Electronically and manually received new hire reports are to be included in a single transaction rate.

One transaction is equal to each non-duplicative employee hiring with all mandatory reporting data elements that is received and added to the New Mexico New Hire Directory.

Offerors are also required to complete the Cost Form's Hourly Rate for database or file format changes requested after the first 12 months of the contract. This cost is not included in the cost evaluation for the RFP; however, finalists may be requested to revise this figure as part of their Best and Final Offer.

Costs identified on the Cost Response form include all salaries and wages, overhead costs, travel and per diem, relocation costs, telephone, rents, leases, fees, insurance, licenses, machine costs, taxes, and all other costs.

8. Oral Presentation

If selected as a finalist, the offeror shall provide the Evaluation Committee the opportunity to interview all proposed core staff during an oral presentation at a date, time, and place set by the Procurement Manager. Each proposed core team member shall present his or her understanding of their role and responsibilities and their contribution to the project.

9. New Mexico Employees Health Coverage Form

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

V. EVALUATION

A. EVALUATION POINT TABLE/SUMMARY

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

	Factor	Points Available
1.	Corporate Experience	90
2.	Corporate References	45
3.	Financial Stability	Pass/Fail
4.	Offeror Staff Experience	90
5.	Offeror Staff References	45
6.	Technical Proposal	280
7.	New Mexico Based Incentive	50
8.	Cost	300
9.	Oral Presentation	100
10.	New Mexico Employees Health Coverage	Pass/Fail
11.	Total	1,000

B. EVALUATION FACTORS

Points will be awarded on the basis of the depth and breadth of responses to the following evaluation factors:

1. Corporate Experience (90 Points)

The corporate experience of the offeror including all subcontractors will be evaluated based upon documented experience on similar projects and engagements.

2. Corporate References (45 points)

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. Financial and Corporate Stability (Pass/Fail)

No points will be awarded for this evaluation factor. Factors will be evaluated on the organization's financial and corporate stability submitted as part of the offeror's proposal. The receipt of a rating of "Fail" on this evaluation factor disqualifies the offeror's proposal from further consideration.

4. Offeror's Staff Experience (90 points)

Points for staff experience will be awarded based upon an evaluation of each proposed core staff member's experience as it relates to their role and the needs of this contract.

5. **Offeror's Staff References** (45 points)

Points for individual references will be awarded based upon an evaluation of the individual's work performed for previous clients receiving similar services to those proposed for the staff member for this contract.

6. **Technical Proposal** (280 points)

Points will be awarded for this evaluation factor based upon the quality, aptness, and thoroughness of the technical proposal for both business and technical requirements.

7. **New Mexico Based Incentive** (50 points)

Offerors who propose to locate the New Mexico New Hires Directory operation in New Mexico will be awarded New Mexico-based Incentive Points. The proposed location of the operation, plan for recruitment of local staff, and siting of technical resources for the project will be considered.

8. **Cost Proposal** (300 points)

Using Cost Response Form 1, Estimated Base Cost for all Deliverables, the evaluation of each offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Estimated Base Cost for all Deliverables for One Year Contract}}{\text{This Offeror's Estimated Base Cost for All Deliverables for One Year Contract}} \times 300 = \text{Award Points}$$

9. **Oral Presentation** (100 points)

Points for the oral presentation will be awarded based upon the offeror's demonstrated understanding of the project and the quality of the solutions offered. Points can be awarded on an evaluation of the qualifications of the proposed staff, effective communication, technical knowledge, how experience with similar contracts would be applied, and the quality of the responses to questions posed by the Evaluation Committee.

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

Determination will be made based on the completed form found in Appendix E in the Offeror's proposal.

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, Subsection 7.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
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 Department, taking into consideration the evaluation factors in Section V, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDICES

APPENDIX A -- ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on March 31, 2009. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all offeror written questions and the Department's written responses to those questions as well as RFP amendments if any are issued.

FIRM: _____

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.

David Cisneros
Human Services Department
Child Support Enforcement Division
P.O. Box 25110
Santa Fe NM 87504
Telephone: (505) 827-7207
Fax Number: (505) 827-6257
e-mail: david.cisneros@state.nm.us

APPENDIX B --AGREEMENT TERMS AND CONDITIONS



State of New Mexico

Information Technology Contract

**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

Human Services Department

Information Technology

Agreement

Contract No.

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

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

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

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

ARTICLE 1 - DEFINITION

- 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.
- 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 Don Levering 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. NA

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

The total amount available to the Contract in:

State Fiscal year 2010 (Ending June 30, 2010) is: _____.
State Fiscal year 2011 (Ending June 30, 2011) is: _____.
State Fiscal year 2012 (Ending June 30, 2012) is: _____.
State Fiscal year 2013 (Ending June 30, 2013) is: _____.

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.

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

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

D. Retainage. N/A

E. Performance Bond. Contractor shall execute and deliver to Procuring Agency, contemporaneously with the execution of this Agreement, a performance bond in the amount of \$200,000 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 and RFP Appendix C.

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 RFP;
 - 3.) Meets the performance measures for the Deliverable(s) and this Agreement;
 - 4.) Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s);
- and
- 5.) Complies with all the requirements of this Agreement.

If the Deliverable 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

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT, SPD AND DFA/CRB. The Contract resulting from this RFP will end on June 30, 2010 unless terminated pursuant to Article 6. The Department shall have the option of extending the Contract annually, or for any portion of a year thereof, for up to three additional years, until June 30, 2013. 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.

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the Procuring Agency, as necessary, to satisfy any outstanding claim that the Procuring Agency may have against the Contractor.

ARTICLE 9 - INTELLECTUAL PROPERTY

A. Ownership.

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.

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

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.

ARTICLE 12 - CONTRACTOR PERSONNEL

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

[Insert Contractor Staff Name(s)]

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

replacements and the effect of the absence of the personnel on the progress of the project. The Contractor shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

ARTICLE 13 - STATUS OF CONTRACTOR

A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the 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. The contractor agrees to comply with IRS Data Safeguarding (Exhibit C) by signing the form found in Exhibit B.

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://insurenwnewmexico.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 whose performance is affected.

ARTICLE 33 - LIQUIDATED DAMAGES

The Contractor's failure to comply with performance standards in the Scope of Work will result in the following liquidated damages.

A. The Contractor will be assessed liquidated damages on the monthly payment equal to five percent (5%) of the monthly invoiced amount for every work day that the New Mexico Directory of New Hires is unavailable to employers to report in all formats due to action or inaction on the part of the contractor. The Agency Contract Manager may waive these liquidated damages if he or she determines the failure is the result of technical issues not under the contractor's control for which the contractor made timely and good faith efforts to have corrected.

B. The Contractor will be assessed liquidated damages on the monthly payment equal to five percent (5%) of the monthly invoiced amount for every month for which the contractor's performance in regards to the employer outreach or employer technical support deliverables is substantially out of compliance as determined by the Agency Contract Manager.

C. The Contractor will be assessed liquidated damages on the monthly payment equal to five percent (5%) of the monthly invoiced amount for each day in which a new hires report is entered more than three business days from the date of receipt by the Contractor.

D. The Contractor will be assessed liquidated damages on the monthly payment equal to five percent (5%) of the monthly invoiced amount for every day in which the data accuracy rate is less than ninety-nine percent (99%).

F. The Contractor will be assessed liquidated damages on the monthly payment equal to 5 percent (5 %) of the monthly invoiced amount for every instance of failure to send an agency-designated file to a public agency due to the action or inaction on the part of the contractor. The Agency Contract manager may waive these liquidated damages if he or she determines the failure is the result of technical issues not under the contractor's control for which the contractor made timely and good faith efforts to have corrected.

ARTICLE 34 - CAMPAIGN CONTRIBUTIONS

Contractor acknowledges campaign with Section 13-1-191.1 NMSA 1978, Campaign Disclosure and Prohibition. Contractor will complete and sign Exhibit D of this Contract.

ARTICLE 35 - NOTICE OF PENALTIES

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

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

By: _____ Date: _____
Pamela S. Hyde J.D.
Secretary of Human Services Department

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

By: _____ Date: _____
Teri Gomez
Chief Information Officer for Human Services Department

Approved for legal sufficiency:

By: _____ Date: _____
Paul R. Ritzma
Human Services Department 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, Secretary Designee
Department of Information Technology

This Agreement has been approved by the SPA:

By: _____ Date: _____
State Purchasing Agent

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

By: _____ Date: _____
DFA Contracts Review Bureau

EXHIBIT A – SCOPE OF WORK

I. Performance Measures

The relevant State Performance Measure for the Division relating to this contract is:

Enforce Financial Responsibility

Strategic Goal: Improve Health Outcomes and Family Support for New Mexicans

Measure: Percent of current support owed that is collected.

Current Support Percentage: Target = 70%

The following goals and strategies from the Human Services Department Strategic Plan are supported by this contract:

Goal 1: *Insure New Mexico!*

Task 1.1: Provide small employers more options for affordable health insurance

A. Continue the marketing campaign for new *Insure New Mexico!* options (SEIP, premium assistance program) to engage New Mexico employers and eligible individuals.

B. Continue to increase Child Support Enforcement field office outreach to small employers regarding their rights and responsibilities in providing coverage for dependents of employees and how to work within the guidelines governing New Mexico's use of the National Medical Support Notice

Task 1.2: Provide New Mexicans more opportunities for health insurance.

A. Continue to increase medical support orders to increase the number of children receiving insurance through non-custodial parents' employer sponsored insurance.

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.

A. 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]
Task Item	Sub Tasks	Description	
[Insert Name of Task or tasks to be performed for each deliverable.]	Sub 1 (through however many subtasks are needed to accomplish Task 1 which leads to the number of Tasks needed to accomplish Deliverable 1.)	[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.	

B. Deliverable Number 2 **[Insert Name of Deliverable]**

<u>Deliverable Two</u>		<u>Due Date</u>	<u>Compensation</u>
[Insert Name of Deliverable]		[Insert Date deliverable is due]	[Insert \$ Amount for this deliverable, including GRT, if appropriate]
Task Item	Sub Tasks	Description	
[Insert Name of Task or tasks to be performed for each deliverable]	Sub 1 through however many subtasks are needed to accomplish Task 1 through 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.	

EXHIBIT B -- STATEMENT OF CONFIDENTIALITY

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

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

(Signature)

(Title)

(Date)

EXHIBIT C -- IRS DATA SAFEGUARDING

I. PERFORMANCE

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

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS:

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

7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

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

III. INSPECTION:

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

APPENDIX C -- COST RESPONSE FORMS

APPENDIX C

COST RESPONSE FORM – 1

Basis For Payment: New Mexico Directory Of New Hires

This cost form includes all contractor costs for the services described in the Scope of Work. The base unit rates include all salaries and wages, overhead costs, travel and per diem, relocation costs, telephone, rents, leases, fees, insurance, licenses, machine costs, taxes, and all other costs.

Deliverable	DESCRIPTION	BASE UNIT RATE	VOLUME FACTOR	ESTIMATED BASE COST
a.1.A through a.1.B	Employer Outreach		X 12 months	
a.2.A through a.2.H; b.1.A through b.1.G	Transaction Activities		X 450,000 Estimated Annual Transactions♦▪	
a.3.A through a.3.D; b.2.A through b.2.D and b.2.F	Customer and Technical Support		X 12 months	
a.4; b.3.A through b.3.B	Producing and Transmitting Files to Public Agencies		X 12 months	
a.5.A through a.5.I	Project Reporting and Turnover Planning		X 12 months	
b.2.E	Internet NMSN		X 12 months	
	Hourly Rate for changes to database or transmission file formats requested after the first 12 months		X Number of Hours	
All Deliverables minus b.2.E	Annual Cost without Internet NMSN			
All Deliverables	Annual Cost with Internet NMSN			

♦ The Department makes no guarantee concerning and has no control over the volume of new hires reports which may be received by the contractor.

▪ One transaction is equal to each non-duplicative employee hiring report with all mandatory and optional reporting data elements posted in the NM Directory of New Hires, transmitted as required, and verified by the Department.

APPENDIX C

COST RESPONSE FORM – 2

Cost Proposal Calculation Worksheet

Description	Estimated Base Cost◇	CPI● Adjustment Factor	Total	Total with Gross Receipts Tax▪
Year One Without Internet NMSN		1.0		
Year One With Internet NMSN		1.0		
Year Two Without Internet NMSN		1.029		
Year Two With Internet NMSN		1.029		
Year Three Without Internet NMSN		1.058		
Year Three With Internet NMSN		1.058		
Year Four Without Internet NMSN		1.087		
Year Four With Internet NMSN		1.087		
Total Without Internet NMSN■				
Total With Internet NMSN○				

◇ Estimated Base Cost is from the last two rows of the Basis for Payment Form. Must remain the same for each year.

● Consumer Price Index Adjustment Factor, equals 2.9% increase per year. This is a firm, fixed figure.

□ Multiply CPI Adjustment Factor times Estimated Base Cost.

▪ Multiply Total times 7.937 percent, current Santa Fe County Gross Receipts Tax.

■ Add All rows labeled “Without Internet NMSN”

○ Add all rows labeled “With Internet NMSN.”

APPENDIX D – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY

DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX E -- New Mexico Employees Health Coverage Form

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

Signature of Offeror: _____ Date _____

APPENDIX F -- TRANSACTION VOLUMES

NM New Hire Volume 2004-2008

	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	TOTAL
Electronic	33,043	39,551	37,232	34,197	26,678	24,847	38,162	32,485	30,452	29,850	28,418	37,760	392,675
Manual	6,122	5,262	3,715	3,585	2,782	2,105	2,269	1,978	1,526	2,557	2,735	2,730	37,366
	39,165	44,813	40,947	37,782	29,460	26,952	40,431	34,463	31,978	32,407	31,153	40,490	430,041
	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	
Electronic	39,367	36,630	34,005	34,936	26,746	20,287	32,696	28,270	29,247	28,805	34,882	36,455	382,326
Manual	6,318	6,440	6,518	5,580	5,785	3,638	4,830	4,439	4,842	5,260	6,033	5,892	65,575
	45,685	43,070	40,523	40,516	32,531	23,925	37,526	32,709	34,089	34,065	40,915	42,347	447,901
	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	
Electronic	30,599	26,960	30,885	29,513	22,997	20,985	26,739	24,320	24,396	26,181	28,936	38,110	330,621
Manual	6,966	7,911	7,206	7,767	5,494	5,142	5,320	5,943	5,718	5,147	6,424	9,030	78,068
	37,565	34,871	38,091	37,280	28,491	26,127	32,059	30,263	30,114	31,328	35,360	47,140	408,689
	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	
Electronic	30,371	26,366	31,640	30,442	21,110	18,031	21,898	21,546	27,033	26,535	23,983	32,298	311,253
Manual	11,192	9,594	8,172	11,817	7,514	5,809	7,227	7,480	6,388	6,832	7,214	9,499	98,738
	41,563	35,960	39,812	42,259	28,624	23,840	29,125	29,026	33,421	33,367	31,197	41,797	409,991

APPENDIX G -- RFP TECHNICAL PROPOSAL CHECKLIST

RFP TECHNICAL PROPOSAL CHECKLIST

a. Business Requirements

Requirement	Sub Tasks	Description	Mandatory	Reference (Page & Paragraph)
a.1.A		The Offeror shall establish and maintain a state Directory of New Hires. The office shall be staffed with proposed Key Management Staff, and be equipped for customers contacting the office, document and data processing, technology updates, physical security, operational security, and logical security. This office shall be subject to full inspection by state officials during state business hours. The Offeror will work cooperatively with the outgoing Offeror to transition data and services in a seamless manner.		
a.1B		The Offeror shall develop an ongoing employer outreach program approved by the Department to inform employers conducting business within the state of the mandated New Hires and National Medical Support Notice Reporting Requirements. The Offeror shall provide extensive outreach to inform employers of the NMSN reporting requirements in full compliance with the requirements of this RFP. The ongoing employer outreach program must include outreach to increase overall compliance by industry and demographics. Outreach must specifically include encouragement for employers to report optional data elements, especially medical insurance availability. Outreach services shall include: (continued in next row)		
a.1B - continued	1) through 15)	1) Monthly Proactive Compliance Mailings;		
		2) Quarterly Wage Compliance Mailings;		
		3) Annual mailings to all New Mexico employers reminding employers of the statutory requirement and informing them of the reporting options;		
		4) Targeted Industry Code Mailings;		
		5) Multi-State Employer Mailings;		
		6) Targeted Contact with Employers Reporting Manually via personal phone calls to employers. Employers will be walked-through registering to use the Web site. Any technical questions they may have will be answered;		
		7) Employer/employer event on-site visits.		
		A. The Employer Outreach Manager will make 12 trips annually throughout New Mexico to promote the program with employers.		
		B. These visits will include, but not necessarily be limited to:		
		i. February Outreach Presentations to Farm Labor Contractors		

Requirement	Sub Tasks	Description	Mandatory	Reference (Page & Paragraph)
		ii. Visit to Jobs Security Employer Connections		
		iii. Other Visits, as needed, such as American Payroll Association		
		8) Production and distribution of New Hire and NMSN brochures, and distribution of Insure New Mexico brochures supplied by the state in the same venues and mailings;		
		9) New Employer Outreach: The Offeror will supply the New Mexico Workforce Solutions Department a sufficient number of Directory of New Hires and National Medical Support Notice brochures monthly;		
		10) Notification of Changes: The Offeror will be responsible for updating all employers on any changes in the reporting procedures or if the law or options available are changed within one month of the change;		
		11) Notifying Employers for Improvements: The Offeror will be responsible for identifying individual employers whose reporting can be improved in specific ways and notifying them of the requested remedial action;		
		12) Compliance Analysis and Outreach: The Offeror shall conduct quarterly matches of Quarterly Wage files with New Hires data to identify non-compliant employers, analyze the results, and utilize this analysis to target specific employers and industry groups (using industry codes) for outreach;		
		13) Non-Compliance Notices: In concert with the department Contract Administrator and legal counsel, the Offeror shall develop and mail by certified mail notices advising employers of intent to assess penalties for non-compliance and the actual assessment notices. These notices shall be sequenced so that employers are given ample opportunity to come into compliance before punitive action is taken by the Department. Notices will be sent upon final approval by the Department Contract Administrator;		
		14) Department Approval: The Offeror shall ensure that all form letters, brochures, pamphlets, notices, web site displays, and press releases created by the Offeror are reviewed and approved by the Department Public Information Officer and the Department Contract Administrator before release.		
		15) Mailings: The Offeror is responsible for all costs of production and mailing, including, but not limited to, annual outreach packets, New Mexico Directory of New Hires brochures, National Medical Support Notice brochures, and compliance mailings.		

Requirement	Sub Tasks	Description	Mandatory	Reference (Page & Paragraph)
a.2.A		The Offeror shall enter the information into a secure web application within three (3) business days of receipt of the information from the employer. The Offeror shall supply proof of compliance with this requirement to the Department. The site will be built to NIST-800-44 Guidelines on Securing Public Web Servers,		
a.2.B		The Offeror shall identify, count, and reject all duplicate reports. The duplicates shall be reported to the Department in a monthly report.		
a.2.C		The Offeror shall enter the information into the web application within three (3) business days of receipt of the information from the employer. The Offeror shall supply proof of compliance with this requirement to the Department. The site will be built to NIST-800-44 Guidelines on Securing Public Web Servers.		
a.2.D		The Offeror shall identify, count, and reject all duplicate reports. The duplicates shall be reported to the Department in a monthly report.		
a.2.E		The Offeror shall contact employers within two (2) working days of receipt of faulty reports to correct incomplete, illegible, or erroneous information.		
a.2.F	1) and 2)	To ensure tracking of the three-day entry requirement, the Offeror shall record the date the report was received and the date entered into the Directory developed by the Offeror. The following information shall be entered when it is supplied by the employer:		
		1) Mandatory: Employee's name, employee's address, employee's social security number, employer's name, employer's address, employer's Federal Employer Identification number (FEIN).		
		2) Optional: Payroll processing address, employee's date of hire, employee's date of birth, employee's state of hire, medical insurance availability, employee's salary, employer contact data.		
		When employers send optional data, the offeror must enter this data.		
a.2.G		The Offeror shall document the process used for maintaining the most current, complete, and accurate employer information in the Directory of New Hires.		

Requirement	Sub Tasks	Description	Mandatory	Reference (Page & Paragraph)
a.2.H	1) through 2)	The offeror shall treat all information reported as private and confidential and shall not be used for any other purpose than New Hires Reporting. The Offeror shall not make such data available to any other person or company in its entirety or any part for any purpose whatsoever except as provided under this Agreement. The Offeror shall not develop, use, or maintain a data list of employers or individuals obtained in performance of this Agreement and shall not distribute any information received or developed except as provided under this Agreement.		
		The Offeror shall provide for the appropriate confidential handling and processing of the reports and the magnetic media created under this Agreement. Such safeguards will include:		
		1) Advising all individuals engaged in the performance of the contract of the confidentiality of the information and the prohibition from copying, transcribing, or releasing data to any non-authorized individual or organization in any manner, and		
		2) Requiring the attached confidentiality statement, Exhibit B, to be signed by all employees with access or potential access to material developed hereunder. Signed confidentiality statements shall be delivered to the Contract Administrator upon contract execution.		
a.3.A		The Offeror shall be responsible for all costs associated with shipping or mailing magnetic media and shall exchange media with employers in ways that minimize costs for employers to comply. The Offeror may not charge employers for any costs related to New Hires Reporting.		
a.3.B		The Offeror shall maintain a post office address in the name of "New Mexico Directory of New Hires" and shall retrieve mail on a daily basis. The Offeror is responsible for promptly forwarding any mail to the Department which is not strictly New Hires related. The Offeror shall respond to written queries to the New Mexico Directory of New Hires which require a written response within one (1) business day of receipt.		
a.3.C		The Offeror shall provide a toll-free never busy FAX service so that employers can FAX new hires reports any time without waiting for FAX line availability. FAX reports shall be retrieved at least twice every business day. In the absence of telephone service provider's never busy, FAX capacity, the Offeror shall provide an equivalent functionality.		

Requirement	Sub Tasks	Description	Mandatory	Reference (Page & Paragraph)
a.3.D		The Offeror shall provide management assistance and fully cooperate with other parties on the turnover of this contract to the successor entity.		
a.4.		The Offeror shall fully cooperate with state and federally designated technical staff to develop and maintain all designated interfaces as outlined in Requirement b.3A. The Offeror may be required by the Department Contract Administrator to develop and propose file formats and modes of transmission.		
a.5.A	1) through 11)	The Offeror shall provide a Monthly Summary Report to the Department Contract Administrator, to a mailing list specified by the Department Contract Administrator. The report shall be delivered in a Microsoft 2003 compatible document format, sent via email. The report shall, at a minimum contain monthly and year-to-date figures of the:		
		1) Total number of new hires reports received by type.		
		2) Total number of non-duplicator, complete new hires records entered. This is the transaction number used in calculating Offeror payment.		
		3) Total number of phone calls and source of calls.		
		4) Total number of employer notices and brochures mailed by type.		
		5) Number of employer reports requiring corrective action by type.		
		6) Number of mail inquiries by source.		
		7) Number of new employers added to the employer database.		
		8) Number of new employers mailed an informational packet.		
		9) Number of multi-state employers reporting to New Mexico and the number reporting to other states.		
		10) Number of employers referred to the Department for non-compliance.		
		11) Interactive Voice Response (IVR) system volume statistics.		
a.5.B	1) through 6)	The Monthly Summary Report shall also provide:		
		1) Dates when data files were sent to public agencies in the period,		
		2) Progress on employer outreach and customer service activities,		
		3) Information on record retention and destruction activities,		
		4) Status of any Offeror corrective action items,		

Requirement	Sub Tasks	Description	Mandatory	Reference (Page & Paragraph)
		5) Identification of any issues that Department management needs to be made aware of, and		
		6) A list of all employers who reported medical insurance availability, including full contact information and status of availability reported.		
a.5.C	1) through 10)	The Offeror shall produce an annual bound report with appropriate graphics and spreadsheets that includes:		
		1) Achievements Summary		
		2) Organization and Staffing		
		3) Customer Service		
		4) Quality Assurance		
		5) Employer Outreach Activities		
		6) Performance Statistics		
		7) Trend Analysis		
		8) Compliance Activities		
		9) NMSN Initiatives		
		10) Goals and Opportunities		
		The report shall be delivered to the Department Project Manager who in turn will deliver it to HSD Senior Managers.		
a.5.D		The Offeror shall ensure that management staff attends meetings as requested by the Department Contract Administrator. Project meetings will take place in Santa Fe, unless otherwise informed by the Department Contract Administrator.		
a.5.E		The Offeror shall manage and document the progress of the project, making the Department administration aware of conflicts and key decision issues, and developing recommendations for the resolutions of such conflicts and/or issues.		
a.5.F		Upon written notification by the Department Contract Administrator of Offeror non-compliance with terms of the contract agreement, the Offeror shall provide a written Corrective Action Plan to the Department Contract Administrator within seven days. On approval of the Corrective Action Plan by the Department Contract Administrator, the Offeror shall comply with the terms of the Corrective Action Plan.		
a.5.G	1) through 10)	The Offeror shall be responsible for providing a Project Turnover Plan within ninety (90) days of this New Hires Contract. The Project Turnover Plan shall be updated by the Offeror on an as needed basis as long as the Contract is in effect, or upon Contract termination. This plan shall be provided in hard copy and electronic versions, and shall include the following information:		

Requirement	Sub Tasks	Description	Mandatory	Reference (Page & Paragraph)
		1) Documents to be included in informational mailing to employers to reflect changes in reporting procedures;		
		2) Listing of all equipment with information as to whether the items are owned by the Offeror, or are leased or rented and by whom;		
		3) Detailed breakdown of processing steps performed by the Offeror. Information should include staffing, equipment, facility, supply consumption, work loads, and standard procedures;		
		4) Lists of all job titles and work classifications and the number of individuals in each position.		
		5) Detailed statistics on operating volumes;		
		6) Training outlines and materials developed for employees;		
		7) Written commitment to provide access to the facility by the Department and others in relation to re-procurement;		
		8) A 90 (ninety) day supply of forms and notices;		
		9) A list of all software purchased or developed for the purpose of operating the Directory of New Hires;		
		a) The Offeror may use previously developed proprietary software in operating this program; however, software, data files and formats, application programs, and related documentation purchased or developed for the purpose of operating the Directory shall become property of the Department. Copies of all proprietary software utilized in this program together with a prepaid three (3) year license for its use shall be provided to the Department upon termination or expiration of this Agreement. Alternatively, if the Offeror wants to use software that it has developed for this project for other customers, it shall provide the Department license in perpetuity.		
		b) The program software must continue to be entirely functional upon expiration or termination of this Agreement.		
		10) Other information requested that the Department, in its sole discretion, believes is necessary to effectuate a smooth turnover to the successor provider or the Department.		
a.5.H	1) through 5)	1) The Offeror will perform all services required to ensure a smooth transition of all activities for the New Mexico Directory of New Hires Program. All plans must receive written approval from the Department prior to implementation.		

Requirement	Sub Tasks	Description	Mandatory	Reference (Page & Paragraph)
		2) The Offeror will submit to the Department for approval, a final comprehensive written Transition Plan within fourteen (14) days after the date that the New Mexico Directory of New Hires contract is signed by the DFA Contracts Officer. The Department will review the plan and communicate, in writing, acceptance or rejection of parts of the plan. The Department will provide its comments and assign a date for completion of the revision. All plans must receive written approval from the Department prior to implementation.		
		3) The Offeror's Project Manager during the Transition Phase will be available in Santa Fe commencing on Day 1 and will be available by request to meet with Department representatives.		
		4) The Offeror and the Department Project Manager will jointly develop, and present to the Department a plan for the Transition Phase that reflects the Department's needs and that will provide adequate opportunity to plan and accomplish the efficient transfer of functions and activities.		
		5) If, at the end of the two (2) month Transition Phase, the Offeror has not met the requirements of the Transition Phase as a result of their own actions or inactions, resulting in the Department having to continue to keep the current Offeror, Directory of New Hires, for additional weeks or months beyond the two-month period, the Offeror shall be considered in breach of the potential contract.. Should such an event occur, the Offeror agrees to work with the current Offeror to ensure that the transition is completed within no more than thirty (30) days from the end of the two-month transition period, and the Offeror will not be compensated for its services during that period until the Department agrees in writing that the transition has been completed.		
a.5.I	1) through 5)	The Transition Plan, shall include, but not be limited to:		
		1) A plan for orientation and training of all proposed contract staff;		
		2) Documented procedures for ensuring smooth cooperation and coordination between the current Directory of New Hires Offeror, the Department, the Offeror and the Department of Information Technology;		
		3) A documented plan for transferring all documents and documentation (including all notes, working papers, draft documents), and all New Mexico Directory of New Hires application components and all data within the current Offeror's development environment;		

Requirement	Sub Tasks	Description	Mandatory	Reference (Page & Paragraph)
		4) A documented plan for the installation and operation of the application development environment;		
		5) Proposed office location and associated activities for the office setup.		

b. Technical Requirements

Requirement	Sub Tasks	Description	Mandatory	Reference (Page & Paragraph)
b.1.A		The Offeror must be able to receive new hires reports from employers in all of the following formats: telephone, FAX, voice mail, postal and express mail, CD, web site. The Offeror must inform employers of all reporting mode options available.		
b.1.B		The offeror will provide the employers the option of reporting by a W-4 form or, at the employer's option, an equivalent form already in use by the Department. The Offeror must inform employers that the W-4 is sufficient, but that the Directory will supply them optional forms. The optional form shall identify which data elements are optional. The Offeror may recommend to the Department Contract Administrator the inclusion of additional optional data elements based on the Offeror's experience and the needs of the program.		
b.1.C		The Offeror shall enter the information into a secure web application within three (3) business days of receipt of the information from the employer. The Offeror shall supply proof of compliance with this requirement to the Department. The site will be built to NIST-800-44 Guidelines on Securing Public Web Servers.		
b.1.D		The Offeror shall identify, count, and reject all duplicate reports. The duplicates shall be reported to the Department in a monthly report.		
b.1.E		The Offeror shall implement measures to guard against damage caused by computer virus, physical damage or corruption of data, theft, or destruction of data files. The Offeror will insure that all files it stores and transmits to other entities are not corrupted or virus infected.		
b.1.F		The Offeror shall keep all source documents data entered for a minimum of ninety (90) days, unless instructed otherwise by the Department Contract Administrator.		

Requirement	Sub Tasks	Description	Mandatory	Reference (Page & Paragraph)
b.1.G		The Offeror shall destroy the source documents after ninety (90) days in a manner consistent with state policy and federal regulations for destruction of private or confidential data. This may include shredding or burning. The Offeror shall also provide to the Department Contract Administrator certification that describes the number of files, batch numbers (if appropriate), time period covered, and a statement indicating all copies of employer records have been destroyed and the automated record deleted.		
b.2.A		The Offeror shall provide technical assistance to employers on the methodology, format, and data elements for reporting to improve the speed, quality, and accuracy of data submitted. The Offeror shall provide constructive feedback to employers as needed.		
b.2.B		The Offeror shall install and staff at least two (2) toll-free telephone lines. The lines shall be fully staffed Monday through Friday between the hours of 8:00 AM and 5:00 PM Mountain Time on all New Mexico state work days for the purpose of responding to public, employer, and CSED staff questions about new hires reporting. These lines shall have a 24-hour voice mail capability. During business hours, there must be at least one Offeror staff member fluent in conversational Spanish available to handle calls placed by Spanish speakers.		
b.2.C		To augment live operator service, the Offeror shall install an interactive voice response system (IVR), which will be available 24 hours a day, with the following exceptions: the system may be unavailable for up to one (1) hour per day during non-business hours for downloading data, and up to two (2) hours per month during non-business hours for scheduled maintenance. All calls to the toll-free lines shall roll to the IVR if an operator is not available to take the call. The IVR shall have menu selections in English and Spanish which include general information on new hires reporting (subject to HSD Public Information Officer approval), information for callers who need to access the KIDS line or Child Support Customer Service toll-free numbers, employer-specific new hires information, voice mail, and scripted prompts for reporting new hires. The Offeror shall retrieve messages from the IVR every business day at least once every three (3) hours, beginning at 8:00 AM and respond to the caller, when necessary, within one business day of retrieval.		

Requirement	Sub Tasks	Description	Mandatory	Reference (Page & Paragraph)
b.2.D		The Offeror shall establish a bi-lingual Internet site and provide employers an easy, reliable, and secure method of reporting in this manner. The site will be built to NIST-800-44 Guidelines on Securing Public Web Servers. The presentation of the New Mexico Directory of New Hires Internet site shall be subject to Department Contract Administrator approval. The Offeror will work with the CSED's Web Page Developer to insure the Directory of New Hires' web page may be accessed from the CSED and Insure New Mexico web sites. The Offeror will update the web site with new information or notices related to the Human Services Department monthly and on the request of the Department. The NMSN brochure must be posted on the Directory of New Hires web site.		
b.2.E		The Offeror shall establish a secure Internet site and provide employers an easy, reliable, and secure method of receiving and responding to National Medical Support Notices (NMSNs) for their employees. The site will be built to NIST-800-44 Guidelines on Securing Public Web Servers. The Offeror will receive a daily file from the Department with information necessary to post the NMSNs. The Offeror will post the NMSN for secure access by the employers within one business day of receipt of the Department's file. The Offeror will produce a daily file with the employers' responses to NMSNs in a format and transmission method defined by the Department. The Offeror will include information on the internet NMSN reporting availability in employer outreach.		
b.2.F	1 through 2	Data shall be maintained in a password secure and physically secure environment. The site will be built to NIST-800-44 Guidelines on Securing Public Web Servers.		
		Such safeguards will include:		
		1) By using appropriate logins, restricting access to the reports and any records created in keying data to individuals who have a legitimate need for access in order to perform keying duties. The site will be built to NIST-800-44 Guidelines on Securing Public Web Servers.		
		2) Maintaining the reports and magnetic media in a controlled area with limited access only by authorized personnel both during work and non-work hours.		
b.3.A	1) through 6)	The Offeror shall provide data to the following public agencies listed below. All FTP Interface System transmission will comply with HSD-ITD FTP standards.		

Requirement	Sub Tasks	Description	Mandatory	Reference (Page & Paragraph)
		1) <u>The IV-D Agency (Employer Data)</u> . The Offeror will produce and transmit a file of employer data in media or transmission protocol, format, quantity, and frequency directed by the Department Contract Administrator for use by the IV-D Agency.		
		2) <u>The IV-D System (New Hires Data)</u> . The Offeror will provide a file of new hires data in media or transmission protocol, format, quantity, and frequency directed by the Department Contract Administrator to the IV-D Agency.		
		3) <u>The IV-A Agency</u> . The Offeror will provide a file of new hires data to the IV-A system in media or transmission protocol, format, quantity, and frequency directed by the Department Contract Administrator.		
		4) <u>The National Directory of New Hires</u> . The Offeror will provide a file of new hires data to the National Directory in media or transmission protocol, format, quantity, and frequency directed by the Department Contract Administrator. Thereafter, the frequency of the transmission to the National Directory shall be no less than within three (3) business days after data entry.		
		5) <u>The New Mexico Department of Workforce Solutions (NMDWS)</u> . The Offeror will provide a file of new hires data to the NMDNH in media or transmission protocol, format, quantity, and frequency directed by the Department Contract Administrator.		
		6) <u>Other Public Agencies</u> : Other public agencies may be identified by the Department Contract Administrator as requiring a copy of the directory's new hires data. In such instances, the Offeror may be required to prepare copies in a file format already developed to send to the additional agencies.		
b.3.B		The Offeror will provide access for the designated CSED staff to access the New Mexico Directory of New Hires to research specific individuals in child support enforcement cases. In making available this access, the Offeror will safeguard against abuse, misuse, or breach of confidentiality of information contained in the Directory of New Hires. The information available for viewing shall include the medical insurance availability indicator that the employer reported for an individual.		