New Mexico Department of Workforce Solutions

REQUEST FOR PROPOSALS (RFP)

New Mexico Department of Workforce Solutions
Application, Project & Production Support
(APPS)

RFP Number: 15-631-5001-00059

Release Date: March 05, 2015

Due Date: April 13, 2015
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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposal (RFP) is for the New Mexico Department of Workforce Solutions (NMDWS) to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of a qualified entity to maintain, support and enhance NMDWS enterprise applications including the Unemployment Insurance (UI) Tax & Claims system.

The contract resulting from this RFP will define and authorize the services needed to ensure the successful operations and continual improvement of the NMDWS enterprise application for another four year period, with an anticipated start date July 1, 2015.

B. BACKGROUND INFORMATION

Currently, the NMDWS maintains several enterprise business applications including the UI Tax and Claims System. The application architecture is primarily based on a .NET framework but also includes the use of a variety of third party tools. The primary application for the agency is based on a customized framework which supports code standardization and rapid enhancement development. Additional components of the system include FileNet workflows and a supporting Oracle database management system. Several other business support applications have been built based on this framework and include Work Opportunity Tax Credit (WOTC), Public Works Contractor Applications and Apprenticeship program. (A complete description of current applications is available in Appendix L).

New Mexico implemented the UI Tax & Claims system in January 2013. Ongoing modifications have been made since implementation with minor monthly releases and quarterly major releases continuing today. NMDWS currently manages the change request process for the application but requires additional contract support for enhancement development and production support tier 3 services.

New Mexico expects that Offerors will make clear arguments for their respective proposals based upon their ability to satisfy requirements, offer minimal down time for support and resolution of production issues, and controlling overall enterprise application system improvement costs.

GOALS AND VISION

The Department Goals and Vision for UI Tax and Claims System and related Enterprise Applications are listed below and should be considered in any responses to this RFP.

The overarching vision for this RFP award is an integrated team of awarded Contractor’s staff and NMDWS’ technical and business staff that will continuously improve NMDWS enterprise applications, meet changes in federal and state requirements, provide tools and information necessary to be efficient and responsive to the diverse needs of New Mexico’s workforce and New
Mexico’s employers and continuously improve our relationships and technology interfaces with state and federal partners.

More specific NMDWS Enterprise Application Goals and Objectives include:

<table>
<thead>
<tr>
<th>Goal</th>
<th>Objectives / Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operate and maintain a robust, secure information technology (IT)</td>
<td>Reduce the amount of improper payments by focusing on the reduction of unemployment insurance fraud. Including the incorporation of predictive trending and increased management of identity.</td>
</tr>
<tr>
<td>infrastructure, comprised of all DWS business operational systems</td>
<td>Ensure compliance of enterprise application with Federal and State information security policies including specifically SSA’s technical systems security requirements (TSSR) for Electronic Information Exchange Partners (EIEP).</td>
</tr>
<tr>
<td>including timely restoration of service following service interruption.</td>
<td></td>
</tr>
<tr>
<td>Provide necessary systems and services including modification and</td>
<td>Develop a community of practice site and full integration for UI and Workforce On line System applications opened for multistate joint development projects.</td>
</tr>
<tr>
<td>enhancements to accommodate legislative mandate, regulatory change,</td>
<td>Work with State and Federal agencies on cooperative information technology solutions reducing total cost of ownership (TCO) through cost sharing.</td>
</tr>
<tr>
<td>and evolving system user requirements.</td>
<td></td>
</tr>
</tbody>
</table>
| Improve program accuracy and efficiency                             | • Decrease error rates in all programs  
• Serve clients in a more timely manner at lower cost to State                                                                                                                                                |
| Use technology to improve business operations                        | • Provide efficient and effective adaptation to changing business needs  
• Reduce maintenance effort and cost                                                                                                                                                                           |
| Provide rapid IT response to changing business needs                 | • Use rules-based design  
• Enable easy addition or modification of functionallity  
• Reduce service requests by using configurable rules and parameters that can be easily modified                                                                                                               |
| Maintain NMDWS enterprise applications to accommodate business        | • Maintain system architecture and design to readily handle growth in transaction load  
• Design components that are compatible and can be easily modified for other programs that may be added in future releases  
• Eliminate manual workarounds  
• Integrate policy and system  
• Increase client access to automated processes  
• Automate support for standardization of processes and codes |
<p>| growth                                                               |                                                                                                                                                                                                                     |</p>
<table>
<thead>
<tr>
<th>Goal</th>
<th>Objectives / Details</th>
</tr>
</thead>
</table>
| Develop and implement an enterprise-wide NMDWS service structure to support other state agencies integration goals | • Advance the use of service oriented exchanges with other state agencies  
• Include business and technology functions from other state agency stakeholders including Human Services Department (HSD), Children Youth & Families Department (CYFD), Public Education Department (PED), Higher Education Department (HED). Expand information/data sharing with internal and external organizations for direct business operational support and to facilitate increased research capacity. |

C. SCOPE OF PROCUREMENT

The selected Offeror shall enter into a contract with NMDWS for the continual improvement and support of software and databases for all NMDWS enterprise applications.

The contract will be for one (or more) years not to exceed four years. This procurement will result in a single source award for the contract. This procurement requires Offerors to propose fixed prices for the term of the contract.

PLEASE NOTE: If this is a procurement that will result in a contractual agreement between two parties, the procurement may ONLY be used by those two parties exclusively.

D. PROCUREMENT MANAGER

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

   Name: Gerrie Becker, Procurement Manager CPO  
   Address: 401 Broadway NE 
             Albuquerque, NM 87102  
   Telephone: 505-841-8618  
   Email: Gerrie.becker@state.nm.us

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

   Name: New Mexico Department of Workforce Solutions  
          C/O Gerrie Becker Procurement Manager/CPO  
   Reference RFP Name: NMDWS APPS  
   Address: 401 Broadway NE  
             Albuquerque, NM 87102
3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other Agency employees or Evaluation Committee members do not have the authority to respond on behalf of the Agency. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered.

E. **DEFINITION OF TERMINOLOGY**

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

“**Agency**” means the New Mexico Department of Workforce Solutions.

“**Authorized Purchaser**” means an individual authorized by the Agency to place orders for goods or services for the Agency.

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

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

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

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

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.

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

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

“**Desirable**” – the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.
“Distribution List” means the Agency list that includes the names of all Offerors who submit an “Acknowledgement of Receipt” form.

“Electronic Version/Copy” means a digital form consisting of readable text or images on computers or other electronic devices that includes all content that the original electronic or paper copy proposals contained. The digital form must be submitted using a USB flash drive. The electronic version/copy cannot be emailed.

“Evaluation Committee” means the individuals who are appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means the report prepared by the Procurement Manager and the Evaluation Committee that contains the written determinations resulting from the evaluation of Offerors’ proposals.

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

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

“IT” means Information Technology.

“Mandatory” means the Offeror is obligated to comply with the request. Terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Minor Technical Irregularities” anything in a proposal that does not affect the price quality and quantity or any other mandatory requirement.

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

“NMDWS” means the New Mexico Department of Workforce Solutions

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

“Procuring Agency” means the New Mexico Department of Workforce Solutions.

“Price Agreement” means a contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
“Procurement Manager” means any person or designee authorized by the Agency to enter into or administer contracts and make written determinations with respect thereto.

“PM” means the Project Manager.

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

“Protest Manager” means the General Counsel or the designee.

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

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

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

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

“Sealed” means a non-electronic submission of a proposal enclosed in a package which is completely fastened in such a way that nothing can be added or removed.

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

“Staff” means any individual who is an employee of the Offeror’s company or an individual independently contracted to provide services for the Offeror’s company.

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

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

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

“UI” means unemployment insurance.

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

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

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

Procurement Regulation:  http://www.generalservices.state.nm.us/statepurchasing/.

New Mexico State Purchasing Division includes links to New Mexico Pay Equity Initiative information and current forms at:
http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

G. CURRENT INFRASTRUCTURE

The New Mexico Department of Workforce Solutions vision is to be a leader in and a facilitator of a competitive workforce for the benefit of all New Mexicans. The mission of our agency is to educate, empower, and employ. The strategic goals are:

- To be a business-driven department, understanding the needs of all employers with a focus on the employability of all New Mexicans.
- To be an integral part of all economic development and education initiatives.
- To be efficient and responsive to the diverse needs of New Mexico’s employers and workforce.
- To be a “GATEWAY” to employment.

The New Mexico Department of Workforce Solutions (NMDWS) is located in Albuquerque, NM with 24 regional offices throughout the state. Two key business functions performed by NMDWS are the collection of unemployment taxes from state employers (referred to as UI Tax) to address the state’s unemployment needs; and payment of unemployment benefits (referred to as UI
Claims) to unemployed constituents. A third and growing agency role includes a stronger emphasis on Reemployment Services to help the unemployed return to gainful employment.

The Workforce Technology Division (WTD) provides a full range of information technology services and support to the NMDWS, our strategic business partners, and our customers. WTD is an essential component of NMDWS delivering critical services to our State’s citizens and business community. The mission of the Workforce Technology Division is to exceed our customer’s expectations in terms of quality, timeliness, and responsiveness by providing cost effective, schedule compliant, reliable services. The core of our work requires operating and maintaining a robust, secure information technology (IT) infrastructure, comprised of all enterprise operational systems. WTD is responsible for promoting operational excellence through stable, reliable systems hosted on current equipment and systems software products. We are also responsible for providing timely delivery of standard IT products and services; providing timely restoration of service following service interruption; and providing necessary supporting modification and enhancements to accommodate legislative mandate, regulatory change, and evolving system user requirements.

The core deliverables of all agency business units support Unemployment and Reemployment services in various ways. Associated with these business functions is the task of reporting information to stakeholders. These stakeholders include; federal agencies such as the US Department of Labor (USDOL), other state entities as well as internal agency users. Reports to State stakeholders include economic statistics such as calculation of state and regional unemployment rates to financial data showing unemployment benefit payments and trends. A major reporting component is to the USDOL for UI Tax, UI Claims, and Re-employment jobs data.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Due Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>NMDWS/Agency</td>
<td>03/05/2015</td>
</tr>
<tr>
<td>2. Distribution List Acknowledgement of Receipt Form</td>
<td>Potential Offerors</td>
<td>03/12/2015</td>
</tr>
<tr>
<td>3. Pre-Proposal Conference</td>
<td>Agency</td>
<td>03/12/2015</td>
</tr>
<tr>
<td>4. Deadline to submit Questions</td>
<td>Potential Offerors</td>
<td>03/16/2015</td>
</tr>
<tr>
<td>5. Response to Written</td>
<td>Procurement Manager</td>
<td>03/23/2015</td>
</tr>
</tbody>
</table>
### Questions

<table>
<thead>
<tr>
<th>Questions</th>
<th>Potential Offerors</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Selection of Finalists</td>
<td>Evaluation Committee</td>
<td>04/24/2015</td>
</tr>
<tr>
<td>9. Best and Final Offers</td>
<td>Finalist Offerors</td>
<td>05/01/2015</td>
</tr>
<tr>
<td>10. Oral Presentation(s)</td>
<td>Finalist Offerors</td>
<td>05/01/2015</td>
</tr>
<tr>
<td>11. Finalize Contractual Agreements</td>
<td>Agency/Finalist Offerors</td>
<td>05/08/2015</td>
</tr>
<tr>
<td>12. Contract Awards</td>
<td>Agency/ Finalist Offerors</td>
<td>06/15/2015</td>
</tr>
<tr>
<td>13. Protest Deadline</td>
<td>Offerors</td>
<td>15 days after the Contract Award</td>
</tr>
</tbody>
</table>

### B. EXPLANATION OF EVENTS

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

1. **Issuance of RFP**

   This RFP is being issued on behalf of the New Mexico Department of Workforce Solutions on 03/05/2015

2. **Distribution List/ Acknowledgement of Receipt Response Due**

   Potential Offerors should hand deliver, return by facsimile or registered or certified mail the “Acknowledgement of Receipt of Request for Proposals Form” that accompanies this document, (APPENDIX A), to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the Offeror’s organization, dated and returned to the Procurement Manager by 03/12/2015, Mountain Standard Time.

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

3. **Pre-Proposal Conference**

   A pre-proposal conference will be held as indicated in the sequence of events beginning in section II A.

   Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. We will not be answering any questions posed during
or submitted prior to the conference. This meeting will serve as a kickoff to review the milestones and acknowledgement of receipt. Questions should be reduced to writing and submitted to the Procurement Manager. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is mandatory for submission of a proposal.

4. **Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 03/16/2015, (time as indicated in the sequence of events). All written questions must be submitted via e-mail to the Procurement Manager as declared in Section I, Paragraph D.

5. **Response to Written Questions**

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

6. **Submission of Proposal**

ALL OFFERORS’ PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME ON 04/13/2015. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the New Mexico Department of Workforce Solutions Application, Project & Production RFP. Proposals submitted by facsimile, or other electronic means other than through the SPD electronic e-procurement system (SciQuest), will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors prior to contract award. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.
7. **Proposal Evaluation**

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

8. **Selection of Finalists**

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

9. **Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A. Sequence of Events or as soon as possible. Only finalists will be invited to participate in the subsequent steps of the procurement. Best and final offers may also be clarified and amended at final Offeror’s oral presentation and demonstration.

10. **Oral Presentations**

At the discretion of the Evaluation Committee, selected finalists may be required to present their proposals to the Evaluation Committee. The Procurement Manager will, as per schedule Section II. A. Sequence of Events or as soon as possible schedule the time for each Offeror to conduct an oral presentation at a location to be determined.

11. **Finalize Contractual Agreements**

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

12. **Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A. Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Agency Procurement office.
The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and NMDWS, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Agency approval.

13. **Protest Deadline**

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Marshall Ray, General Counsel and Deputy Cabinet Secretary  
New Mexico Department of Workforce Solutions  
401 Broadway NE  
Albuquerque, NM 87102

*Protests received after the deadline will not be accepted.*

C. **GENERAL REQUIREMENTS**

1. **Acceptance of Conditions Governing the Procurement**

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

2. **Incurring Cost**

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

3. **Offeror’s Responsibility**

Any contractual agreement that may result from this RFP shall specify that the Offeror’s organization is solely responsible for fulfillment of all requirements of the contractual agreement with the Agency which may derive from this RFP. The Agency will make contract payments to only the Offeror’s organization.

4. **Subcontractors/Consent**
The Offeror shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the Offeror must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. **Amended Proposals**

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

6. **Offerors’ Rights to Withdraw Proposal**

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

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

7. **Proposal Offer Firm**

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

8. **Disclosure of Proposal Contents**

a. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager may not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted “proprietary “or “confidential”.

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

c. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Agency shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal
should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the portions of the proposal the Agency determined should be disclosed 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**

   Until a valid written contract is awarded and approved by the Agency this RFP in no manner obligates the Agency to the use any of the professional services offered by any offeror.

10. **Termination**

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

11. **Sufficient Appropriation**

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

12. **Legal Review**

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

13. **Governing Law**

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

14. **Basis for Proposal**

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

15. **Contract Terms and Conditions**

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

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

16. Offeror’s Terms and Conditions

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C), the Offeror’s proposal must include a complete set of any additional terms and conditions which the Offeror expects to have included in a contract negotiated with the Agency. The Offeror must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. The Agency may or may not accept the alternative language. General references to the Offeror’s terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror’s proposal.

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives
The Agency reserves the unilateral right to require the contractor to change the representative(s) assigned to work with the Agency if the assigned representative(s) are not, in the opinion of the Agency, adequately meeting its needs.

21. **Notice of Penalties**

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

22. **Agency Rights**

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

23. **Right to Publish**

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

24. **Ownership of Proposals**

All documents submitted in response to the RFP shall become property of 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 Agency.

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

26. **Electronic mail address required**

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

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the Agency, the Offeror acknowledges that the version maintained by the Agency shall govern. Please refer to: http://www.generalservices.state.nm.us/statepurchasing/ITBs__RFPs_and_Bid_Tabulation.aspx.

28. New Mexico Employees Health Coverage (APPENDIX E)

a. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

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

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

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

29. Campaign Contribution Disclosure Form

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

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

a. Identify the submitting business entity.
b. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror’s organization to contractually obligate the business entity providing the Offer.
c. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (b) above).
d. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification or questions regarding the content of the proposal.
e. Identify sub-contractors (if any) anticipated to be utilized in the performance of any awarded contract.
f. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
g. Identify the following with a check mark and signature where required:
   • Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
   • Explicitly indicate acceptance of Section V of this RFP; and
   • Acknowledge receipt of any and all amendments to this RFP.
h. Be signed by the person identified in paragraph 29.b.

31. Pay Equity Reporting Requirements

a. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.

b. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

c. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

d. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the
size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Can be found at: http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx.

32. Disclosure Regarding Responsibility

1. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:
   - is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
   - has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
     a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
     b. violation of Federal or state antitrust statutes related to the submission of offers; or
     c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
   - is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
   - has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
     a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
     b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
     c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
2. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

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

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

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

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

33. New Mexico Preferences

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

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form provided in this RFP.

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

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

**III. RESPONSE FORMAT AND ORGANIZATION**

**A. NUMBER OF RESPONSES**

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

Offerors should deliver:

- One (1) ORIGINAL and seven identical (7) HARD COPIES of Binder 1 (Technical Proposal); ORIGINAL and COPIES shall be in separate labeled binders; all confidential information in the proposal shall be clearly identified and easily segregated from the rest of the proposal.
- One (1) ORIGINAL and one (1) HARD COPY of Binder 2 (Cost Proposal); ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from Binder 1.
- One (1) electronic version/copy of the proposal containing ONLY the Technical Proposal. This copy must not contain any Cost information.
- One (1) electronic version/copy of the Cost Proposal.
- All Confidential Information shall be clearly identified and segregated on the electronic version that is identical to the hard copy submitted.

The electronic version/copy of the proposal **must** be identical to the physical binders submitted (i.e. One (1) **unredacted usb**, one (1) **redacted usb**). The electronic version can **NOT be emailed**.

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

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

**B. PROPOSAL FORMAT**

All proposals must be submitted as follows:
1. Proposal Content and Organization

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

Technical Proposal (Binder 1):
  a) Signed Letter of Transmittal (APPENDIX F)
  b) Table of Contents
  c) Proposal Summary (Optional)
  d) Response to Detail Requirements
  e) Response to Technical Specifications (except cost information which shall be included in Cost Proposal/Binder 2 only)
  f) Response to Contract Terms and Conditions (Section II, Paragraph C)
  g) Offeror’s Additional Terms and Conditions
  h) Staff Roles and Worksheet
  i) Key Staff Letters of Commitment

Cost Proposal (Binder 2):
  a) Completed Cost Response Form
  b) Signed Campaign Contribution Form (APPENDIX B)
  c) Signed Employee Health Coverage Form (APPENDIX E)
  d) Offerors Business Reference Listing (APPENDIX G)
  e) Resident Vendor or Resident Veteran Certificate (If applicable) (APPENDIX H)
  f) Resident Veterans Preference Certification (If applicable)

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form. Purchase of hardware, software or other commodities is not within the scope of the work.

Offerors should respond in the form of a thorough narrative to the scope of work and provide a statement of capabilities in each deliverable area sitting specific examples of related past performance in.

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.
The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal.

IV. REQUIREMENTS

A. Scope of work

There are four major deliverables related to this RFP: APPLICATION DEVELOPMENT SUPPORT, PROJECT SUPPORT, PRODUCTION SUPPORT and SYSTEMS TRANSITION. In addition, OPTIONAL SERVICES will be requested as permitted by the schedule and funding resources. Questions for RFP:

- Offerors should describe how they would organize their contractor teams to directly support the scope of work and interface with the NMDWS management. What advantages does their approach provide and what demonstrated value will it provide to NMDWS in achieving its goals and vision?
- Offerors should describe how they will ensure continuity of staffing specifically identifying company resources available to be used in maintaining a viable developer pool.
- Offerors should describe how their experience with other state unemployment and reemployment services can be leveraged to provide efficiencies for NMDWS.
- Offerors should describe their quality assurance and testing methodologies and how these would be employed at NMDWS.
- Offerors should describe their corporate approach to cross training and continual improvement and how that would be utilized at NMDWS.
- Offerors need to demonstrate an understanding that all services provided and products delivered must comply with the government security, Section 508 and architecture requirements.

1. APPLICATIONS DEVELOPMENT SUPPORT

A key mission for the organization is the development and continued improvement of complex systems and reporting for managing our NM Unemployment Insurance Tax and Claims system. In addition to the primary application, extended tools have been developed to provide reporting and reuse of the technology framework to support other business areas related to UI. To accomplish these tasks necessitates in-depth knowledge and expertise in all areas of requirements elicitation, application design, documentation, implementation specifically related to our NM UI Tax and Claims System and the existing architectural framework.

NMDWS Workforce Technology Division (WTD) has developed multiple applications including UI Tax and Claims System and support related business processes such as reporting My Unemployment Insurance (My UI), Interactive Voice Response System (IVR) customizations, Work Opportunity Tax Credit (WOTC), Labor & Industrial (L&I). The contractor shall enhance and support these production applications based on defined requirements and prioritization.
The Contractor will update bi-weekly status reports pulled from the existing Change Request (CR)/Team Foundation Server (TFS) that summarizes specific activities performed by the Maintenance & Operations team. These activities will be performed as per the priorities communicated by the CIO, Application Development Bureau Chief or designee and approved by the Change Control Board (CCB). This bi-weekly update will constitute the deliverable for this section and will focus on the progress made toward monthly and quarterly build development activities as assigned.

The work will be performed onsite at the direction of the WTD Application Development Bureau Chief, Infrastructure Bureau Chief or designee. This M&O team will be responsible for maintaining delivered application code as well as integrating work produced by the project enhancements into core applications and test it for stability before moving to production. Enterprise architectural support will also be provided.

Contractor will establish and maintain an organization and process to provide assistance for various Procuring Agency applications. Assistance shall include (i) evaluation of potential alternative solution design approach (ii) estimation on level of effort (iii) recommendation on programming alternatives based on change request reviews.

Contractor will provide application programming services to support the collection, review, prioritization, and approval of system and process changes for all NMDWS enterprise applications.

Contractor will submit all documents required for this deliverable as “soft copy” electronic files in a format approved by Procuring Agency. The electronic files will be submitted to the Procuring Agency for review and approval.

All system design and/or process changes shall be reviewed and approved by Procuring Agency prior to deployment.

Contractor will develop for a test environment a change request/release code and support deployment.

Contractor will use agency-identified tools and processes to log and promote application code.

Contractor, with business and technical teams as appropriate, will perform unit and system testing activities related to change requests/releases.

Contractor will support training activities related to change requests/releases.

Contractor will support business and technical teams to ensure that system and process documentation is updated as appropriate.

Contractor will contribute to implementation documentation for major design changes and provide knowledge transfer sessions to production support prior to specific deployments.

Contractor will conform to Change Management guidelines related to change requests/releases.
Contractor will participate in weekly technical team meetings, as required by WTD, to discuss project technical issues and report documentation status.

Contractor will present in technical team meetings project status to project teams as defined by the Project Manager.

Contractor will participate in 1-3 business team meetings per week, as needed, that include gathering business requirements, reviewing testing results and product demonstration.

During business team meetings, Contractor will provide verbal presentations to project teams regarding the projects status.

Contractor will provide Procuring Agency with weekly status reports concerning identified projects and assigned work defined by the Team Foundation Server (TFS).

Contractor will ensure that tracking statistics related to application code development are accurate and updated information included in TFS.

Contractor will provide consulting support services to Agency to assist in establishing, documenting, maintaining, and maturing an Enterprise Application Architecture, WorkFlow Processing, Data Warehousing and Business Reporting capacity.

Contractor will provide subject matter expertise to ensure products meet enterprise technology standards for conducting, sustaining, and adapting to the business mission.

Contractor will provide support to identify and recommend which applications should be delivered, what technologies should be used to deliver them, and how the applications should be designed, deployed and integrated in the most effective and flexible way.

Contractor will provide a staff mix and size to support the scope of this Deliverable. Current developer contractor staff supporting M&O and enhancement work is 16. These resources will be dedicated to the performance of M&O Deliverable-related services. Inclusive in this support is infrastructure technical architecture expertise. The deployment of these resources can be modified as needed in order to ensure the system is well maintained and supported. Such changes must be submitted to the Agency for review and acceptance.

2. PROJECT SUPPORT

NMDWS Workforce Technology Division has established a project management office (PMO) and a project prioritization management committee to prioritize major business improvement initiatives. The Contractor will support the Workforce Technology Division, Project Management Office to manage prioritized application projects, critical projects, and large IT projects throughout the project lifecycle. The contractor will work with Division and Agency managers to provide project management support in the areas of analysis, requirements, design, develop, test, deliver,
and maintain IT solutions in support of the Agency mission and contribute as necessary to PMO related efforts.

These activities will be performed as per the priorities communicated by the CIO, PMO Bureau Chief or designee and approved by the Project Prioritization Management Committee. Bi-weekly updates are expected and will focus on the progress made toward project completion.

The work will be performed onsite at the direction of the PMO Bureau Chief or Application Support Bureau Chief. This NMDWS project team will be responsible for coordinating major application enhancement efforts.

The Contractor will complete bi-weekly status reports on their assigned project(s) that summarizes specific activities performed by the project team.

Contractor will work closely with customers and/or business analysts to clarify and document business requirements.

Contractor will develop proposed approach to address a business problem.

Contract will assist in conducting feasibility, risk, regulatory compliance, and Return on Investment analyses for proposed projects and track mitigations or tasks related to these areas throughout the lifecycle of the project.

Contractor will develop a project plan inclusive of Work Breakdown Schedule to deliver the proposed approach, including time and resource estimates.

Contractor will coordinate project teams and arrange for necessary project resources through the Project Management Bureau Chief.

Contractor will ensure maintenance of project library and related documentation.

Contractor will make project assignments, while providing leadership to the project team, managing project scope and ensuring the quality of deliverables.

Contractor will monitor, communicate, and report project process against project plan, requirements, resources, quality measures, and business results expected.

Contractor will maintain ongoing communication with customer(s)/stakeholders during the course of the project to ensure they are informed on project status.

Contractor will oversee the design, development and implementation phases of the project, coordinating with NMDWS business and IT operational staff.

Contractor will conduct project close activities (e.g., creates closeout plan and report, arranges for post implementation review).
Contractor will provide a staff mix and size to support the scope of this Deliverable. Current contractor staff supporting product enhancements is six. These resources will be dedicated to supporting the management, analysis and testing of major application enhancements. The deployment of these resources can be modified as needed in order to ensure the enterprise applications are well maintained and supported. Such changes must be submitted to the Department for review and acceptance.

3. **PRODUCTION SUPPORT**

The Contractor will update bi-weekly status reports pulled from the existing HelpStar system that summarizes specific activities performed by the Production Support team. These activities will be performed as per the priorities communicated by the CIO, Application Support Chief or designee. This bi-weekly update will constitute the deliverable for this section.

Contractor will establish and maintain an organization and process to provide production support assistance for various Procuring Agency applications. Assistance shall include (i) evaluation all application specific trouble tickets (ii) estimation on level of effort (iii) recommendation on design decision based root cause analysis (iv) infrastructure support specific to the enterprise architecture.

Contractor will provide services to support the collection, review, prioritization, and approval of HS solutions

Contractor will use agency-identified tools and processes to lodge and promote application code.

Contractor, with business and technical teams as appropriate, will perform unit and system testing activities related to HS issues

Contractor will support training activities related to HS resolution

Contractor will support business and technical teams to ensure that system and process documentation is updated as appropriate.

Contractor will conform to Change Management guidelines related to change requests/releases.

Contractor will participate weekly as needed, in technical team meetings to discuss project technical issues and report documentation status.

Contractor will present in technical team meetings project status to project teams as defined by the Project Manager.

Contractor will participate in 1-3 business team meetings per week, as needed, that include gathering business requirements, reviewing testing results and product demonstration.

During business team meetings, Contractor will make verbally presentations to project teams regarding the projects status.
Contractor will ensure that tracking statistics related to HS resolutions.

Contractor will provide trending analysis and reporting on a monthly basis for HR problem tickets. Recommendations will be included for post deployment production issues which require base code changes or defect resolution.

Contractor will provide a staff mix and size to support the scope of this Deliverable. Current contractor staff providing Production Support is four. These resources will be dedicated to the performance of minor defect resolution and day to day operational support. The deployment of these resources can be modified as needed in order to ensure the system is well maintained and supported. Such changes must be submitted to the Department for review and acceptance.

4. SYSTEM TRANSITION

Offerors are to address their approach to transitioning of application development, project and production support of the NMDWS Enterprise Application from the existing Contractors to the Offeror’s organization. Offerors are to describe information required of NMDWS and current Contractors, assumptions related to acquiring system or other operational documentation, and a detailed transition checklist to be used to initiate transition from one organization to another. Offerors are to also describe how it will confirm it has transitioned all assets and materials needed for continuity of operations. Offerors must fully describe how they will be fully operational by July 1, 2015.

5. OPTIONAL SERVICES

Offerors may be asked to provide expert consultation upon request in emerging technologies and tools sets, making recommendations to the CIO through white paper submission and the development of demonstration projects/applications. These services will be based on future federal funding awards and contract amendments. These activities will be project specific support related to enhancements required in response to US DOL mandates, rule changes or modernization initiatives.
B. SPECIFICATIONS

1. **Mandatory /Desirable Specifications** – see Appendix K and respond with your concurrence.

2. **Organizational Experience**

   **Corporate Personnel Experience** Given the requirements established in this RFP, please describe Offeror’s corporate experience and Non Key Personnel Experience as it applies to verifying that the Offeror has the relevant organizational experience, processes, and technical expertise to support both its Key Staff and Non Key Personnel. The Agency is interested in Offeror’s documented experience with similar clients, similar application development and support responsibilities, and organizational resources. If any subcontractors are proposed, their qualifications will be included in this evaluation category.

   Offerors should consider the following in drafting their response:

   **Corporate UI Experience.** Please describe Offeror’s corporate or organizational experience in supporting modernized UI systems, Workforce connection applications and other labor related enterprise application. Specifically address, experience with related financial reporting, program integrity and reporting, and predictive analytics. Include descriptions of government and contractor team engagements and the role of management in the oversight of subcontractors.

   **Corporate Past Performance.** Offerors shall include in their proposals the completed “Corporate/Subcontractor Reference Form” which includes three external references from clients who are willing to validate the Offeror’s and Offeror’s Subcontractor’s past performance on similar work. Offerors and their Subcontractors are encouraged to include additional references that they believe the Evaluation Committee would find helpful in thoroughly evaluating their past performance.

   **Corporate Past Experience.** Offerors shall submit a Statement of relevant company experience. The documentation should thoroughly describe the Offeror’s experience with similar contracts and work related directly to UI, Workforce and labor related enterprise application support of similar size and scope to NMDWS Enterprise Applications. Offeror’s experience must demonstrate experience in all four areas of the scope of work.

   **General Corporate Experience and Information.** The Proposal must identify the company name and business address including headquarters, offices (if any) within the State, telephone numbers, and jurisdiction in which the Offeror is organized and the date of such organization. Provide a description of the Offeror’s organization, including names of principals, number of employees, client base, areas of specialization and expertise and any other information that will assist the Evaluation Committee in formulating an opinion about the stability and strength of the organization. Provide a list of all current contractual relationships, if any, with the State of New Mexico or any other contractual relationships.
completed within the previous five-year period. The listing should include the contract number, contract term, and the agency name for each engagement. Provide a high level description of the experience level, relevant technical and UI/Labor application knowledge, and government experience of the Offeror’s technical resources that may be used for this or future contracts with NMDWS.

**System Experience.** Proposal must describe the depth of Offeror’s experience implementing, installing and supporting a modernized UI Tax and Claims System utilizing specific uFACTs framework, service oriented architectures, and workflow integration. Proposal should include a thorough description of the depth of Offeror’s experience designing, implementing, installing and supporting consumer-facing web portals relate to UI and Labor services including previous or ongoing related engagements, including but not limited to the dates of the period of service, a description of the products or service provided plus the current status of the engagement. The Proposal should describe the extent of the Offeror’s experience and expertise in meeting security related standards and requirements including SSA validation and Federal Tax Information (FTI).

**Subcontractor Experience.** Offerors shall submit a statement of relevant experience of their Subcontractors. The documentation should thoroughly describe the Subcontractor’s experience with similar engagements or work related to UI, Workforce or other labor related applications. The documentation of each Subcontractor’s experience must identify the company name and business address including headquarters, offices (if any) within the State, telephone number, and the name of the jurisdiction in which the subcontractor is organized and the date of such organization. Provide a description of the Subcontractor’s organization, including names of principals, number of employees, client base, areas of specialization and expertise, and any other information that will assist the Evaluation Committee in formulating an opinion about the stability and strength of the Subcontractor’s organization. Provide a list, if any, of all current contractual relationships with the State of New Mexico or any other contractual relationships completed within the previous five-year period. The listing should include the contract number, contract term, and agency name for each engagement. Provide a high level description of the experience level, relevant technical and UI/Labor application knowledge, and government experience of the Subcontractor’s technical resources that may be used for this or future contracts with NMDWS.

**Subcontractor’s Experience Relative to this RFP.** Offerors should provide a thorough description of the purpose of this Subcontractor’s involvement in the work to include a description of the extent of the Subcontractor’s experience and expertise in the work effort for which this Subcontractor was selected. It should also provide identification of the customer base including previous or ongoing engagements of similar scope and magnitude, including but not limited to the dates of the period of service, a description of the products or service provided plus the current status of the engagement, if applicable.

**Contractor’s Contract Administrator.** Offeror will identify a person to serve as Contract Administrator for the contract to be awarded. The Contract Administrator will be accountable to the NMDWS CIO for services to include: Supporting the management of
the contract on behalf of the Contractor’s organization; Facilitating dispute resolution; Advising the NMDWS of performance under the terms and conditions of the contract; Managing Contractor’s subcontractors; Serving as the single point of contact for all contract issues; Assessing and reporting contract feedback and status; Escalating contract issues, risks, and other concerns; and Managing and reporting on the contract budget. NMDWS reserves the right to require a change in the assigned Contract Administrator if the assigned Contract Administrator is not, in the opinion of the NMDWS, adequately serving the needs of the Agency.

The Contractor shall report to the NMDWS Chief Information Officer (CIO) or designee. The Contractor shall provide staff, as specified in this RFP, who will work closely with NMDWS personnel on a daily basis to identify and improve application functionality as it relates to business users throughout the state and the citizens of NM. Enhancements are needed when program source code, reference tables, business rules, configuration, data elements, reports, or interfaces must be changed to implement a new application, functional, or performance requirement. The primary drivers of enhancements include:

- Programmatic or policy changes and new state or federal statutes or regulations
- Operational improvements and/or efficiencies prioritized by the Agency.
- Major upgrades and/or replacement of one or more application components prioritized by the State to fulfill NMDWS, Federal, State or NM Department of Information Technology (DoIT) vision or mandates.

The development, support and continued enhancement of NMDWS enterprise applications is an ongoing activity triggered by changes in federal and state regulations, evolving business needs, opportunities for improving business processes, continued software and hardware upgrades, and break fixes. The applications that are developed and maintained using resources from this contract are vital to NMDWS day-to-day business operations.

Contractor staff will function as part of the Workforce Technology Division associated with the Application Development, Project Management Office, Production Support and Infrastructure teams. The Contractor’s staff shall work alongside NMDWS employees to develop and maintain all aspects of enterprise application. These resources shall become familiar with WTD and NMDWS personnel, NMDWS’s business processes, and WTD’s established processes and procedures, and function under the direction of the WTD Bureaus Chief or designee. Defined project efforts will conform to WTD Project Management Office oversight and procedures. Analysis and testing support as part of the project and change life cycles is included as part of the scope of this support. All enterprise application development efforts will be controlled by the NMDWS change management process. This process uses Microsoft’s Team Foundation Server (TFS) to manage IT Development and Change processes. NMDWS has configured the TFS system to support two primary SLDC methodologies, Agile and Waterfall. Every NMDWS development effort goes through this robust system because it also serves as the code source repository and keeps an audit history of all the changes. Change Requests (CR’s) are prioritized by our change control board with larger enhancements organized into our project portfolio. Changes driven by projects are also captured as CR’s. Changes are promoted to an Active status when work is to commence. Development Item (DIs) are then created in TFS to track the status of
the IT deliverable. The DI will serve as deliverables on this initiative and will be prioritized and assigned with consideration of resourcing constraints. Task Items are entered in TFS to assign out the work to a contract developer. When the developer is done coding the requested change, they check-in the code into TFS and close the Task. All CRs planned for a monthly build must get to a “ready for production” state before the build can be moved to our QA test region. If it’s discovered that a CR is unable to be ready for the next step before the code freeze date, it is then backed out and rescheduled for a later time. Off-cycle urgent changes have a similar process. They still go through the above TFS process but generally only have a single CR, and also require a special request with justification to the CIO. The CIO also has to approve the off cycle build. The Change Control Board (CCB) also votes via email for deployment.

NMDWS also requires post implementation production support to analyze and resolve our HelpStar (HS) trouble tickets. This includes ensuring that production application systems function as required, produce results as specified, and are available as scheduled. It also includes proactive monitoring of production systems, consultation with other departments specific to the support incident in progress, emergency software/data fixes, preventive and adaptive maintenance, root cause analysis, coding, and implementation.

**a) Contractor Staff, Roles, and Responsibilities**

The Contractor will be accountable to the NMDWS CIO. The Offeror shall have state Unemployment Tax and Claims and relevant workforce systems industry experience, as well as industry product (solution) knowledge specific frameworks required for continual improvement and support of the NMDWS Enterprise Applications. The Offeror staff roles identified as “Key Personnel” and desired qualifications for these persons can be found in this RFP.

**b) Staffing Responsibilities**

The Contractor must report staff role changes to NMDWS in advance of the change. All key personnel proposed and accepted by the Agency must report to work on the date(s) assigned. The Contractor must notify NMDWS at least thirty (30) calendar days in advance of any plans to change, hire, or reassign designated Key Personnel.

To the extent possible, the Contractor shall ensure that knowledge is transferred from an employee leaving a position to a new employee.

The Contractor must fill key positions within thirty (30) calendar days of anticipated departure, unless a different timeframe is approved by NMDWS. Any replacement must be a qualified individual approved by NMDWS. For each of the deliverable areas the Offeror shall identify a minimum staffing level defined over time in its proposal, and if awarded the contract, shall maintain that defined minimum staffing level at all times during designated business hours.

The NMDWS has a right to reject any Contractor staff as a result of poor performance. NMDWS technical staff has the right to interview and select the developers and other contractor technical staff. The Contractor may not prohibit any staff or management working on the contract from choosing to accept a position with a successor Contractor or the State of New Mexico.
The NMDWS reserves the right to require a change in Contractor’s personnel if the assigned personnel are not, in the sole opinion of the NMDWS, meeting the NMDWS’s expectations.

c) General Responsibilities and Requirements of the Contractor

The Contractor must provide services during normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and night and weekend hours as established by NMDWS to assure full functioning of NMDWS Enterprise Applications. NMDWS reserves the right to modify the work hours. The only holidays that the Contractor may observe are the standard holidays for NM State employees.

Contractor shall provide staff for this assignment that are trained and meet the skill set requirements of the job position being filled. NMDWS makes changes to its technical architectures from time to time. If an individual is assigned to a change request or support area and the technology associated with their assignment changes, the Contractor is responsible for training in the new or changed technology (e.g., Contractor’s personnel needs training in a particular tool in order to perform their Agency assignment.) or providing new resources who are trained in the new tool, at the Agency’s discretion. The cost of the course, including any travel expenses, and the training hours will not be billable to the Agency.

Contractor’s staff shall, at all times, exhibit professional conduct and act in the best interest of the Agency. Contractor’s staff will be subject to all NMDWS rules, regulations, and policies, including rules for computer and Internet usage. Contractor’s staff will be required to sign the same acceptable use agreement, as required of NMDWS’s own employees.

Contractor’s staff must complete NMDWS security training, and any other relevant security or confidentiality training. Contractor’s staff must sign any appropriate agreements or training certifications.

The Contractor’s staff members assigned to work with restricted or sensitive data has an obligation to safeguard and protect the confidentiality of such data. Further, the Contractor has full responsibility and liability for any penalties resulting from Contractor’s staff members accidentally or purposefully releasing restricted or sensitive data.

For the purpose of preparing proposals, Offerors shall assume NMDWS will provide Contractor’s personnel with the required space, computing equipment and software at the NMDWS offices located at 401 Broadway, Albuquerque, NM.

3. Key Personnel

Offerors must identify the key personnel by name who will be assigned to perform the tasks as outlined in this RFP. Offerors must list the relevant experience and certifications of the key personnel. Desired personnel are optional and are not required to be named. Experience Qualifications are listed in section IV, B. Offerors must identify the key
personnel for the following positions. Please note that not all positions are required full time.

<table>
<thead>
<tr>
<th>Required Key Personnel</th>
<th>Descriptor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Program Manager/SME</td>
<td>Overhead</td>
</tr>
<tr>
<td>Project Manager/SME</td>
<td>Project Support</td>
</tr>
<tr>
<td>Senior Systems Analyst/Testers</td>
<td>Project Support</td>
</tr>
<tr>
<td>Technical Lead/Application Developer</td>
<td>Application Development</td>
</tr>
<tr>
<td>Technical Lead/Web Developer</td>
<td>Application Development</td>
</tr>
<tr>
<td>Technical Lead/Application Architect</td>
<td>Application Development</td>
</tr>
<tr>
<td>Technical Lead Infrastructure Architect</td>
<td>Production Support</td>
</tr>
<tr>
<td>Production Support Manager</td>
<td>Production Support</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Desired Personnel</th>
<th>Descriptor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Lead/Oracle DB Architect</td>
<td>M&amp;O Infrastructure</td>
</tr>
</tbody>
</table>

The Contractor shall provide staff that has the appropriate IT Classifications/Skills Sets that meet or exceed the Agency’s expectations in relation to tasks associated with the application development, enhancements, projects and production support of NMDWS Enterprise Applications. The overriding requirement is that the individuals must have the skills, knowledge, and experience required to perform the duties effectively and efficiently at the level specified in the RFP so that NMDWS enterprise functionality and data is not compromised.

The Offeror shall clearly identify all Subcontractor(s) proposed, as well as the names of subcontractor employees. A preliminary Staffing Plan for its entire NMDWS enterprise application support organization must be provided. This plan must include at a minimum:

- A resource plan defining roles and responsibilities for the Offeror and Subcontractors within the Offeror’s organization;
- A staff management and resource allocation plan that includes specific labor categories and the number of staff for each deliverable area and includes the preliminary dates that resources are available and when work will begin.

The proposal shall demonstrate how the staffing plan will achieve consistent, dependable service regardless of changes that may directly influence work volume.

The Offeror shall provide a general description of its proposed staff with number of years of experience in the IT field and number of years of experience in developing and maintaining UI, Workforce or other labor related systems. Direct experience with uFACTs framework, FileNet workflow, Oracle DBMS/Exadata or other specific technologies or applications previously described is highly desirable.

Each proposal must describe its back-up personnel plan, including a discussion of the staffing contingency plan. The process for replacement of personnel in the event of the loss
of key personnel or other personnel before or after signing a contract and include the following:

- Allocation of additional resources to this contract in the event of inability to meet a performance standard.
- Replacement of staff with key qualifications and experience with new staff similar qualifications and experience.
- The timeframes necessary for obtaining replacements.
- Method of bringing replacements or additions up-to-date regarding NMDWS enterprise applications.

Points will be awarded based upon an evaluation of overall staffing plan and the proposed core team members experience and expertise.

4. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit APPENDIX H, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Section I Paragraph D.** It is the Offeror’s responsibility to ensure the completed forms are received on or before 04/14/2015 for inclusion in the evaluation process.

The Offeror’s score in the evaluation process may be adversely affected by Organizational References that are not received or are not complete. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, a conference call that includes the Procurement Manager and the Evaluation Committee shall be conducted with the submitted reference. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility as set forth in Section II, Paragraph C.18.

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

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

A statement of concurrence with the following requirements of an oral presentation must be submitted in the Offeror’s proposal.

If selected as finalist, Offerors agree to be physically present for an oral presentation of their proposals at a location in Albuquerque, NM that will be determined by the Agency. The Agency will set a specific agenda for the oral presentation. Presentations shall be limited to clarifying the information already included in the original proposal or expanding on the proposal’s contents. Offerors’ proposed Key Personnel must also be physically present to conduct their relevant portion of the oral presentation.

Offerors agree to provide the Evaluation Committee the opportunity to interview any proposed staff members identified by the Evaluation Committee. The Evaluation Committee may ask questions and seek clarifications of selected finalist at the oral presentations.

Points may be awarded for the oral presentation based on the ability of the Offeror’s key personnel to demonstrate to the Evaluation Committee that the Offeror’s proposal meets the Agency’s requirements.

NOTE: Offerors selected as a finalist shall provide all of the required computer equipment, computer projector and internet access required for the demonstration of their proposed approach, methodology, and transition plan. The Agency will provide the conference room and a projection screen.

C. BUSINESS SPECIFICATIONS

1. Cost
   Offerors must complete the Cost Response Form in (APPENDIX D). Cost will be measured by total costs. All charges listed on (APPENDIX D) must be justified and evidence of need documented in the proposal.

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

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

4. **Employee Health Coverage Form**

   The Offeror must agree with the terms as indicated in (APPENDIX E). The unaltered form must be completed, signed by the person authorized to obligate the Offeror’s firm and submitted with Offeror’s proposal.

5. **Pay Equity Reporting**

   The Offeror must agree with the requirements of reporting as defined in Section II.C.31. Report is due at the time of contract award. A statement of concurrence with this requirement must be included in Offeror’s submitted proposal. Out-of-state contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor. However, such out-of-state Offerors must still submit a statement of concurrence which reads as follows: “Offeror concurs with the Pay Equity Reporting as defined in Section II.C.31. Offeror would come under the definition of out-of-state contractor if Offeror should be successful.”

**V. EVALUATION**

**A. EVALUATION POINT SUMMARY**

   The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<table>
<thead>
<tr>
<th>Evaluation Point Summary</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter Transmittal</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>IV. Requirements</td>
<td></td>
</tr>
<tr>
<td>A. Scope of Work – Response to Questions</td>
<td>150</td>
</tr>
<tr>
<td>1. Applications Development Support</td>
<td>50</td>
</tr>
<tr>
<td>2. Project Support</td>
<td>50</td>
</tr>
<tr>
<td>3. Production Support</td>
<td>50</td>
</tr>
<tr>
<td>4. Systems Transitions</td>
<td>50</td>
</tr>
</tbody>
</table>
B. Specifications

<table>
<thead>
<tr>
<th>1. Mandatory/Desirable Specifications</th>
<th>50</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Organization Experience</td>
<td>100</td>
</tr>
<tr>
<td>3. Key Personnel &amp; Staffing Plan</td>
<td>150</td>
</tr>
<tr>
<td>4. Organizational References</td>
<td>25</td>
</tr>
<tr>
<td>5. Oral Presentations</td>
<td>25</td>
</tr>
</tbody>
</table>

C. Business Specifications

| 1. Cost                                | 300|
| 2. Financial Stability                | Pass/Fail |
| 3. Campaign Contribution Disclosure Form | Pass/Fail |
| 4. Employee Health Coverage Form      | Pass/Fail |
| 5. Pay Equity Reporting               | Pass/Fail |
| 6. New Mexico Business Preferences    | Optional |
| 7. New Mexico Veterans Business Preference | Optional |

TOTAL 1000 Points

Table A

B. EVALUATION FACTORS

1. Scope of Work (See Table A)
   Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited and the perceived validity of the response.

2. A.1, A.2, A.3 Deliverables (See Table A)
   Points will be awarded based on the demonstrated understanding of the technical work area and advantages of proposed support approach.

3. B.1 Mandatory/Desirable Specifications (See Table A)

4. B.2 Organizational Experience (See Table A)
   Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited and the perceived validity of the response.

5. B.3 Expertise of Key Personnel (See Table A)
   Points will be awarded based upon an evaluation of proposed core team members experience and expertise and staffing plan.

6. B.4 Organizational References (See Table A)
   Points will be awarded based upon an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the Offeror’s services, the timeliness of services, responsiveness to problems and complaints and the level of satisfaction with the Offeror’s overall performance.
7. **B.5. Oral Presentation (See Table A)**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are required all Offerors will receive the same amount of total points for this evaluation factor)

8. **C.1 Cost (See Table A)**

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

\[
\text{Lowest Responsive Offer Bid} \over \text{X Available Award Points} \times \text{This Offeror’s Bid}
\]

9. **C.2. Financial Stability (See Table A)**

Pass/Fail only. No points assigned.

10. **C.3. Campaign Contribution Disclosure Form (See Table A)**

Pass/Fail only. No points assigned.

11. **C.4. Employee Health Coverage Form (See Table A)**

Pass/Fail only. No points assigned.

12. **C.5. Pay Equity Reporting (See Table A)**

Pass/Fail only. No points assigned.

13. **C.6. New Mexico Business Preference (See Table A)**

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

14. **C.7 New Mexico Resident Veterans Business Preference**

If the Offeror has provided their Preference Certificate and the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than $1M (prior year revenue)
- 8% for more than $1M but less than $5M (prior year revenue)
- 7% for more than $5M (prior year revenue)

**C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

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

4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the Agency taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSAL
ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned offeror agrees that the offeror has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX K consisting of 126 pages.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 03/12/2015. Only potential Offerors who elect to return this form completed and circled does with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _________________________________________________________________

REPRESENTED BY: _____________________________________________________

TITLE: ________________________________ PHONE NO.: ____________________

E-MAIL: ____________________________ FAX NO.: ________________________

ADDRESS: _____________________________________________________________

CITY: __________________________ STATE: ________ ZIP CODE: ____________

SIGNATURE: __________________________ DATE: _________________

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

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

Name: Gerrie Becker, Procurement Manager CPO
Address: 401 Broadway NE
         Albuquerque, NM 87102
Telephone: 505-841-8618
Email: Gerrie.becker@state.nm.us
APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
Campaign Contribution Disclosure Form

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

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

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

The following definitions apply:

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: ________________________________

Relation to Prospective Contractor: ______________________________

Name of Applicable Public Official: ______________________________

Date Contribution(s) Made: ______________________________

_______________________

Amount(s) of Contribution(s) ______________________________

_______________________

Nature of Contribution(s) ______________________________

_______________________

Purpose of Contribution(s) ______________________________

(Attach extra pages if necessary)

_______________________

Signature ______________________ Date

_______________________

Title (position)
—OR—

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

______________________________   ______________________________
Signature                                          Date

______________________________
Title (Position)
APPENDIX C

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

WHEREAS, pursuant to the [CHOICE #1 - Procurement Code, NMSA 1978 13-1-28 et. seq; and Procurement Code Regulations, NMAC 1.4.1 et.seq; OR CHOICE #2 – New Mexico State Use Act (13-1C-1 NMSA 1978);] 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

[CHOICE #1 - If procurement method is a RFP or Sole Source, use the following language: WHEREAS, all terms and conditions of the [RFP Number and Name] [SOLE SOURCE] and the Contractor’s response to such document(s) are incorporated herein by reference; and]

[CHOICE #2 – If procurement method is a state price agreement, use the following language: “WHEREAS, this Agreement is issued against the state price agreement, established and maintained by the New Mexico State Purchasing Division of the General Services Department, SPD [Insert state price agreement number and name], and through this language hereby incorporates this price agreement by reference and gives the price agreement’s terms and conditions precedence over the terms and conditions contained in this present Agreement;”]

[CHOICE #3 - WHEREAS, all Parties agree that, pursuant to the [SUBCHOICE A - Procurement Code, 1.4.1.52 et. seq. OR SUBCHOICE B – New Mexico State Use Act (13-1C-1 NMSA 1978)] the total amount of this Agreement is $60,000.00 or less, excluding taxes; and]

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

ARTICLE 1 – DEFINITIONS

A. “Acceptance” or “Accepted” shall mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the Procuring Agency.
B. “Application Deployment Package” shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.
C. “Business Days” shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.
D. “Change Request” shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.

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

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

G. “Contract Manager” shall mean a Qualified person from the Procuring Agency responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be [Insert Name] or his/her Designated Representative.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AA. "State Purchasing Agent (SPA)" shall mean the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.

BB. “State Purchasing Division (SPD)” shall mean the State Purchasing Division of the General Services Department for the State of New Mexico.

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

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

EE. “Source Code” shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.
FF. “Turnover Plan” means the written plan developed by the Contractor and approved by the Procuring Agency in the event that the work described in this Agreement transfers to another vendor or the Procuring Agency.

ARTICLE 2 – SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 3 - COMPENSATION**

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

B. **Payment.** The total compensation under this Agreement shall not exceed [**Insert Dollar Amount**] [**CHOICE #1**- excluding New Mexico gross receipts tax. **CHOICE #2** - including New Mexico gross receipts tax.] This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

[Use if a state price agreement is the procurement method] Compensation for a statewide price agreement shall not exceed $200,000.00 per year. Contractor hereby agrees to
perform work at or below the published maximum rates of the statewide price agreement as follows:
- [Insert professional service category(s) and define rate(s).]

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

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

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

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

D. Retainage. [CHOICE #1 - The Procuring Agency shall retain [INSERT percentage which is recommended at - twenty percent (20%)] of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.] [CHOICE #2 – Not Applicable – The Parties agree there is no retainage.]

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

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

ARTICLE 4 – ACCEPTANCE

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

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

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
2. Complies with the terms and conditions of the [CHOICE #1 - RFP] [CHOICE #2
– state price agreement] [CHOICE #3 - Sole Source] [CHOICE #4 – other
procurement method of (please specify)];
3. Meets the performance measures for the Deliverable(s) and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the
Deliverable(s); and
5. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level
Representative or their Designated Representative, the Executive Level Representative will
notify the Contractor of Acceptance, in writing, within [INSERT # of days - recommend at
not less than 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) Business Day Acceptance period, the Deliverable will be deemed to have been
Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15)
Business Days from the date the Executive Level Representative receives the
Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative
will send a consolidated set of comments indicating issues, unacceptable items, and/or
requested revisions accompanying the rejection. Upon rejection and receipt of comments,
the Contractor will have ten (10) Business Days to resubmit the Deliverable to the
Executive Level Representative with all appropriate corrections or modifications made.
and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The Procuring Agency may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Agency may terminate this Agreement.

**ARTICLE 5 – TERM**

[**CHOICE #1**- If the Agreement is based on a state price agreement and is for professional services only OR it is for a combination of professional services and tangible property/services, use the following language] THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND DFA/CRB.

[**CHOICE #2**- If the Agreement is based on a state price agreement and is only for tangible property and/or services, use the following language] THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT.

[**CHOICE #3**- If the Agreement is NOT based on a state price agreement and is for professional services only, use the following language] THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND DFA/CRB.

[**CHOICE #4**- If the Agreement is NOT based on a state price agreement and is for only tangible property and does not include professional services, use the following language] THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND THE STATE PURCHASING AGENT.

[**CHOICE #5**- If the Agreement is NOT based on a state price agreement and is for both professional services and tangible property/services, use the following language] THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND THE STATE PURCHASING AGENT.

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

**ARTICLE 6 – TERMINATION**
A. **Grounds.** The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency’s uncured, material breach of this Agreement.

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

C. **Notice: Agency Opportunity to Cure.**
   1. Except as otherwise provided in Paragraph (3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
   2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
   3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, “Appropriations”, of this Agreement.

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

**ARTICLE 7 – TERMINATION MANAGEMENT**

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

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

B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Procuring Agency shall:
1. Retain ownership of all work products and documentation created pursuant to this Agreement; and
2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.
ARTICLE 8 – INDEMNIFICATION

A. **General.** [Delete if the Agreement is between two public entities - The Contractor shall defend, indemnify and hold harmless the Procuring Agency, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its officer, agent, employee, servant or subcontractor thereof has or is performing Services pursuant to this Agreement. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the Procuring Agency, the Risk Management Division of the New Mexico General Services Department, and the DoIT.]

[Use if the Agreement is between two public entities - Neither party shall be responsible for liability incurred as a result of the other Party’s acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq.]

B. [Delete if the Agreement is between two public entities - 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

[**CHOICE #1** – If purchasing only IT hardware/equipment, use the following language - Not Applicable. The Parties agree there is no Intellectual Property.]

A. **Ownership.** [**CHOICE #2** - Use this provision if Procuring Agency is to own the Intellectual Property] Any and all Intellectual Property, including but not limited to copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the Procuring Agency shall be considered the creator and owner of such Intellectual Property. Any and all Know How created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the Procuring Agency shall be considered the creator and owner of such Know How. The Procuring Agency shall own the entire right, title and interest to the Intellectual Property and Know How worldwide, and, other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make
use of, or disclose the Intellectual Property and Know How to any entity or person outside of the Procuring Agency without the express written authorization of the Procuring Agency. Contractor shall notify the Procuring Agency, within fifteen (15) Business Days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the Procuring Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Procuring Agency. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the Procuring Agency, Contractor hereby acknowledges and agrees to grant to the Procuring Agency and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.

[CHOICE #3- If the Contractor will own the Intellectual Property then delete the above language and insert the following language.] Contractor hereby acknowledges and grants to the Procuring Agency and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the Procuring Agency, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney’s fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Agency based upon Contractor’s trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the Procuring Agency for all costs, attorneys’ fees and the amount of the judgment. To qualify for such defense and/or payment, the Procuring Agency shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. Procuring Agency Rights. If any product or service becomes, or in the Contractor’s opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

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

ARTICLE 11 - WARRANTIES

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

B. **Software.** [**CHOICE #1- Use if only purchasing or developing software**] The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor’s official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for [INSERT # of years - recommend 6mo.-2yrs.] years after Acceptance by the Executive Level Representative and implementation by the Procuring Agency. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the Procuring Agency, so that the software meets the applicable specifications. [**CHOICE #2 – Not Applicable.** The Parties agree there is no Software.]

ARTICLE 12 – CONTRACTOR PERSONNEL

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

[Insert Contractor Staff Name(s)]

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

ARTICLE 13 – STATUS OF CONTRACTOR

[CHOICE #1- Use if only purchasing IT hardware/equipment - Not Applicable.]

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

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

ARTICLE 14 - CHANGE MANAGEMENT

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

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

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

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

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

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

A. If IV&V professional Services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:
   1. Providing the Project documentation;
   2. Allowing the IV&V vendor to sit in on the Project meetings; and
   3. Supplying the IV&V vendor with any other material as directed by the Project Manager.

B. If this Agreement is for IV&V professional Services then the Contractor agrees to:
   1. Submit all reports directly to the Department of Information Technology, Project Oversight and Compliance Division (ivandv.reports@state.nm.us) according to the DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html, and copy the Procuring Agency.
   2. Use a report format consistent with the current DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html.

ARTICLE 16 – DEFAULT/BREACH

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

ARTICLE 17 – EQUITABLE REMEDIES

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

ARTICLE 18 - LIABILITY

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

ARTICLE 19 – ASSIGNMENT

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

ARTICLE 20 – SUBCONTRACTING

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

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

ARTICLE 21 – RELEASE

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

ARTICLE 22 – CONFIDENTIALITY
Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

ARTICLE 23 –CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 - RECORDS AND AUDIT

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

ARTICLE 25 - AMENDMENT

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

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

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that
health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

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

ARTICLE 27 – NEW MEXICO EMPLOYEES PAY EQUITY REPORTING

A. The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. If Contractor has (250) or more employees Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. For Agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual Agreements anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreements, whichever comes first. Should Contractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

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

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

ARTICLE 28 – MERGER, SCOPE, ORDER OF PRECEDENCE

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

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

ARTICLE 29 – NOTICES

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

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

For CONTRACTOR
[Insert Name of Individual, Position,
Company Name,
E-mail Address,
Telephone Number,
Mailing Address.]
Any change to the Notice individual or the address, shall be effective only in writing.

**ARTICLE 30 – GENERAL PROVISIONS**

A. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:
   1. **Civil and Criminal Penalties.** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
   2. **Equal Opportunity Compliance.** The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
   3. **Workers Compensation.** The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

B. **Applicable Law.** The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.

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

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

**ARTICLE 31 - SURVIVAL**

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

ARTICLE 32 - TIME

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

ARTICLE 33 – FORCE MAJEURE

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

[IF APPLICABLE, ADD ANY PROCURING AGENCY SPECIFIC, GRANT SPECIFIC, OR CONTRACT SPECIFIC ARTICLES STARTING AT THIS POINT.]
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: __________________________  Date: __________________________
[Insert Procuring Agency Cabinet Secretary Name]
Secretary of [Insert Agency Name]

By: __________________________  Date: __________________________
[Insert Contractor Name]
[Insert Title and Company Name]

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

Approved for legal sufficiency:

By: __________________________  Date: __________________________
[Insert Procuring Agency General Counsel Name]
[Insert Procuring Agency Name] General Counsel

By: __________________________  Date: __________________________
[Insert Procuring Agency Chief Financial Officer Name]
[Insert Procuring Agency Name] Chief Financial Officer
The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: ___________________________

By: ______________________________ Date: ____________
Taxation & Revenue Department

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

By: ______________________________ Date: ____________
Darryl Ackley, State CIO and Cabinet Secretary
Department of Information Technology

This Agreement has been approved by the State Purchasing Agent:

By: ______________________________ Date: ____________
Purchasing Agent for the State of New Mexico

OR

This Agreement has been approved by the Department of Finance and Administration, Contracts Review Bureau:

By: ______________________________ Date: ____________
Department of Finance and Administration, Contracts Review Bureau
EXHIBIT A – SCOPE OF WORK

I. Purpose of the Agreement including goals and objectives:

[If applicable – Certified Project Name: name]

II. Performance Measures:

III. Activities.

IV. Deliverables

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

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

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

<table>
<thead>
<tr>
<th>Deliverable Name</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
</table>
| [Insert Name of Deliverable] | [Insert Date this Deliverable is due] | • [Insert Total $ Amount]  
• [Insert Amount less GRT, if applicable]  
• [Insert $ Amount less retainage, if applicable] |

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
</table>

76
<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Problem Support</td>
<td>Sub 1</td>
<td>The Contractor shall make technical support personnel available by phone and email on the following schedule: [Such as - Monday through Friday, 8:00A.M. To 5:00P.M., excluding state holidays].</td>
</tr>
<tr>
<td></td>
<td>Sub 2</td>
<td>The Contractor will log requests and provide to the Procuring Agency technical support services for the Software based on the priority levels and problem resolution processes described in the Performance Measures, above.</td>
</tr>
<tr>
<td></td>
<td>Sub 3</td>
<td>The Contractor will update documentation (Systems Administration Guide, User Guide, and Product Manual) to reflect changes made to the system as a result of problem resolution.</td>
</tr>
<tr>
<td></td>
<td>Sub 4</td>
<td>The Contractor will respond to technical and functional questions about the [Insert Application Name]. Such requests will be assigned a default Priority of [Insert appropriate priority level] unless the Procuring Agency</td>
</tr>
</tbody>
</table>
requests a higher priority be assigned to the request.

<table>
<thead>
<tr>
<th>Monthly Report</th>
<th>Sub 1</th>
<th>The Contractor shall provide or make available online a monthly report on the activity and status of all logged requests received from the Procuring Agency.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activities Tracking</td>
<td>Sub 1</td>
<td>Contractor shall maintain a log of requests in a Procuring Agency approved tracking system with a unique number assigned to each Procuring Agency request. The unique number shall be provided by the contractor to Procuring Agency for reference and communication.</td>
</tr>
</tbody>
</table>
| | Sub 2 | The Procuring Agency will assign one of four levels of priority to each request:  
  - **Priority 1** is the most severe program error and represents a situation where mission critical features and functions of the [name of application] are unavailable and no practical alternate mode of operation is available. Priority 1 problems will be corrected or a solution will be provided by Contractor for corrective action within [modify as appropriate - two (2) hours].  
  - **Priority 2** indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 problems will be corrected or a plan will be provided by the Contractor for corrective action within [modify as appropriate - one (1) Business Day(s)].  
  - **Priority 3** is the normal “next-in-line” problem priority assignment. At this level, requests are worked on in the order in which they are received. Priority 3 problems will be corrected or a plan will be provided by Contractor for corrective action within [modify as appropriate - ten (10) Business Days].  
  - **Priority 4** is the Release assignment. At this level, requests are worked on as deemed appropriate by Procuring Agency. Priority 4 issues will be incorporated into specific releases, documented in an Application Deployment Package, which will be scheduled for delivery at the discretion of the Procuring Agency after time and cost estimates are provided by the Contractor and approved by the Agency, if applicable. As such, priority 4 issues will be due at the time the specific Release is delivered. |
APPENDIX D

COST RESPONSE FORM
APPENDIX D-1 Cost Response Form (to be included ONLY in Binder 2)

Name of Offeror: ____________________________________________________________

Note: For each cost category, insert total expected cost for each year and total as appropriate. The proposed costs shall directly relate to the Offeror’s response to the specifications found in this RFP. Offerors are advised that their proposed fee must be related only to the fulfillment of the terms of this RFP. The Department will not separately reimburse NM Gross Receipts Tax, travel, administrative overhead, software, hardware, or other expenses. Offerors may factor in such costs in their proposed fee in the cost proposal.

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Fixed App Dev Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Fixed Project Enhancement Costs</td>
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<tr>
<td>Annual Fixed Production Support Costs</td>
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</tr>
<tr>
<td>System Transition Cost in Year One</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Totals (inclusive of NM GRT)</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Grand total inclusive of NMGRT for the FOUR (4) year period is: $
APPENDIX D-2 Cost Response Form CONTINUED (to be included ONLY in Binder 2)

Offerors are requested to detail rates for fees for staff or services in this section.

<table>
<thead>
<tr>
<th>Position</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Program Manager/SME</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager/SME</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Systems Analyst/Testers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical Lead/Application Developer</td>
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<td></td>
</tr>
<tr>
<td>Technical Lead/Web Developer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical Lead/Application Architect</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical Lead/Infrastructure Architect</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Production Support Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.NET/ C# Programmers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Web Developers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Production Support Staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oracle DBA – (OPTIONAL)</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
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 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://www.insurenewmexico.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.

By signing below, Offeror agrees to be bound by the terms stated in this form:

Signature of Offeror: _________________________ Date________
Letter of Transmittal Form

RFP#: 15-631-5001-00059

Offeror Name: ____________________________________________

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

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:
   Name ______________________________________________________
   Title ______________________________________________________
   E-Mail Address _____________________________________________
   Telephone Number __________________________________________

3. For the person authorized by the organization to negotiate on behalf of this Offer:
   Name ______________________________________________________
   Title ______________________________________________________
   E-Mail Address _____________________________________________
   Telephone Number __________________________________________

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:
   Name ______________________________________________________
   Title ______________________________________________________
   E-Mail Address _____________________________________________
   Telephone Number __________________________________________

5. Use of Sub-Contractors (Select one)
   ____ No sub-contractors will be used in the performance of any resultant contract OR
   ____ The following sub-contractors will be used in the performance of any resultant contract:
   _____________________________________________________________
   (Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.
   _____________________________________________________________
   (Attach extra sheets, as needed)

7. ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
   ____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
   ____ I acknowledge receipt of any and all amendments to this RFP.

_____________________________________________________________, 2015
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)
APPENDIX G
OFFEROR’S BUSINESS REFERENCE LISTING FORM
APPENDIX G
OFFEROR’S BUSINESS REFERENCE LISTING FORM

The Offeror must use this form for submission of its corporate references (organizations currently or previously served by the Offeror). The Department may phone direct or request an email survey to be completed by contact person in order to confirm reference.

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

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

3. For key staff proposed by the Offeror, including at a minimum those required by Appendices 1F and 1G of this RFP, the Offeror should use the reference forms in Appendix 1-H.

<table>
<thead>
<tr>
<th>Name of Client Organization</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person (who worked with Offeror or Offeror staff)</td>
<td></td>
</tr>
<tr>
<td>Contact Phone Number</td>
<td></td>
</tr>
<tr>
<td>Email address of contact person:</td>
<td></td>
</tr>
<tr>
<td>Summary description of services provided and dates when the services were provided</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX H

ORGANIZATIONAL REFERENCE QUESTIONNAIRE
APPENDIX H

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to: Gerrie Becker Procurement Manager, at Gerrie.Becker@state.nm.us for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the Agency, Attn: Gerrie Becker, Procurement Manager, NMDWS, e-mail at:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Gerrie Becker, Procurement Manager CPO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>401 Broadway NE</td>
</tr>
<tr>
<td></td>
<td>Albuquerque, NM 87102</td>
</tr>
<tr>
<td>Telephone:</td>
<td>505-841-8618</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Gerrie.becker@state.nm.us">Gerrie.becker@state.nm.us</a></td>
</tr>
</tbody>
</table>

no later than 04/13/2015, and must not be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Agency Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<table>
<thead>
<tr>
<th>Company providing reference:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact name and title/position</td>
<td></td>
</tr>
<tr>
<td>Contact telephone number</td>
<td></td>
</tr>
<tr>
<td>Contact e-mail address</td>
<td></td>
</tr>
<tr>
<td>Project description;</td>
<td></td>
</tr>
<tr>
<td>Project dates (starting and ending);</td>
<td></td>
</tr>
<tr>
<td>Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);</td>
<td></td>
</tr>
</tbody>
</table>
QUESTIONS:

1. In what capacity have you worked with this company in the past?
   COMMENTS:

2. How would you rate this company’s technical knowledge and expertise?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate this company’s domain knowledge and expertise specific to state Unemployment Insurance and US Department of Labor policy?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

4. How would you rate the company’s flexibility relative to changes in the project scope and timelines?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

5. What is your level of satisfaction with deliverables (both project and administrative such as invoicing) produced by the company?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:
6. How would you rate the dynamics/interaction between the company and your staff? (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

7. Who were the company’s principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating? (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: ___________________________________________ Rating:
Name: ___________________________________________ Rating:
Name: ___________________________________________ Rating:
Name: ___________________________________________ Rating:

COMMENTS:

8. With which aspect(s) of this company’s services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this company’s services are you least satisfied?

COMMENTS:

10. Would you recommend this company’s services to your organization again?

COMMENTS:
APPENDIX I

RESIDENT VETERANS CERTIFICATION
Resident Veterans Preference Certification

____________________________________ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans’ preference to this procurement:

Please check one box only

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business’ application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

__________________________________________   ______________________________________
(Signature of Business Representative)*   (Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.
Appendix J

Key Personnel Requirements
Appendix J

Key Personnel Requirements

Senior Program Manager/SME  (Required)

The Program Executive will directly report to the CIO and be the primary contract administrative oversight for the performance of the contract deliverables. In general the PM will oversee contract staff, ensure adherence to deliverables and reporting, and provide high level subject matter expertise related to US Department of Labor / Workforce rules and regulations. The PM serves as lead for the Systems Transition activities. Prepares and manages all contract deliverables. Tracks and reports progress on all activities. Reviews and submits all monthly deliverables and supporting documentation. Provides high level subject matter expertise regarding policy change impacts to system design consideration and Agency business process impacts. Identifies and escalates issues and risks as appropriate. Provides overall project ownership for quality assurance and project performance. Provides strategic / executive level guidance on program direction.

Minimum Education: Bachelor's Degree (BS/BA) or equivalent; Master's degree desirable.
Minimum Experience: 10 years of information technology experience. Experience managing large complex integrated system implementation projects including unemployment insurance system modernization projects; experience managing M&O contracts.

Project Manager/SME  (Required)

Project Managers will lead significant, critical technology development work streams as prioritized by Agency. They will provide subject matter expertise in workforce services systems and SDLC methodologies including agile and scrum. The PM will manage the specific project activities, deliverables, and risks accordingly establishing a viable project schedule with appropriate resourcing. The PM will be responsible for managing the specific technical solution and ensuring quality assurance on the specific effort. The PM identifies tracks and escalates issues to NMDWS management. The PM participates and guides the design, development and testing of the proposed solution, facilitating JADs, strategy discussions and tracking decision points and milestones. The PM will ensure review and sign off of all supporting documentation and project documentation. The PM will provide status documentation and support Department of Information Technology project certification processes.

Minimum Education: Bachelor's Degree (BS/BA) or equivalent, PMP certification desired
Minimum Experience: Demonstrated experience in IT project definition, analysis and scope determination specifically related to workforce services system modernization and integration. Demonstrated experience in managing project teams and activities, in communicating with senior management and directly with business owners concerning technology changes. Strong technology background including direct application development experience or direct domain knowledge in a related service area. Subject matter expertise in unemployment insurance systems, labor or other identifiable workforce service systems or subsystem.
Senior Systems Analyst/Testers (Required)

Senior Systems Analyst/Testers will be a primary point of contact with the NMDWS user community for requirements gathering and analysis leading to design of new or changed NMDWS UI or other application features and programs. They are expected to serve as the leads for one or more of the functional areas. These analysts will be responsible for these general areas: Soliciting requirements from business team members and documenting these requirements in the form of formal business requirements; Conduct use case analysis; Converting the documented formal business requirements into corresponding technical requirements from which the development team may base their design; and working with business partners to rigorously document all proposed Change Requests; working with the technical team members to develop software design documents and storyboards; participate in and lead Joint Application Development (JAD) sessions composed of both business and technical groups. Develop system test plans, test scenarios and scripts. Engage in system testing. Identify and track system issues and summarize test reports. Serve as subject matter expert in key functional areas specifically including: fiscal reports, accounting, UI or US DOL ETA reporting.

Minimum Education: Bachelor's Degree (BS/BA) or equivalent
Minimum Experience: A minimum of five (5) years of experience developing business and technical requirements including process modeling and solution design. Demonstrated experience in working on large complex integrated unemployment insurance system projects or other labor and/or work force service systems. Experience with multiple SDLC methodologies (waterfall, agile, scrum). Experience in providing program management support and problem resolution by conducting analysis of data and alternative solutions using financial or statistical modeling.

Technical Lead / Application Developer (Required)

This position will work directly to the WTD Application Development Team Bureau Chief. The Technical Lead/ Application Developer will lead the design of new or changed application features and programs. The lead will coordinate the analysis of work plans, manage team assignments, prepare status reports and support quality control practices including code review and testing. Other activities include the estimation of levels of effort and schedules for changes, technical design and associated documentation, direct construction of software in accordance with the technical design. Maintain and enhance the core business logic of the implementation through use of the rules engines; and develop and maintain custom reporting utilizing Crystal Reports or other identified business reporting tools. Provide subject matter expertise in key system module areas including: fiscal reports, UI or US DOL ETA reporting or other major functional NMDWS system area. (Areas of expertise should be provided in descriptor of staff)

Minimum Education: Bachelor's Degree (BS/BA) or equivalent
Minimum Experience: A minimum of five years' experience in all aspects of application management. This person will be the primary point of contact for the Agency for all development activity. This includes direct analysis, design, development, implementation, and maintenance experience with automated UI or other workforce service systems, two years of experience using
the development and testing methodologies currently in use by NMDWS, two years of experience managing .NET and uFACTs framework solutions.

Technical Lead / Web Developer (Required)

This position will work directly to the WTD Application Development Team Bureau Chief. The Technical Lead/ Web Developer will lead the design of new or changed web application features and programs. The lead will provide subject matter expertise for the presentation layer design of all applications and provide direct design for all intranet and internet based design and content. Additional activities will include support for all graphics, video production and computer based training modules.

Minimum Education: Associates Degree
Minimum Experience: A minimum of five years’ experience in all aspects of web design and graphic support. This person will be the primary point of contact for the Agency for all web development activity. This includes direct experience with critical DotNetNuke technologies, Adobe products, content management systems and understanding of Section 508 testing requirements.

Technical Lead/ Application Architect (Required)

This position will work directly to the WTD Application Development Team Bureau Chief. This position will be responsible for evaluating the design of ongoing maintenance and enhancements of the core UI or other application codebase utilizing the C# programming language, .NET and uFACTs frameworks; recommending implementation of new modules to respond to business requirements and changes or error logs, participating in design reviews and providing alternative solutions consistent with NMDWS enterprise application goals and standards monitoring and recommending technology upgrades as appropriate, reviewing and evaluation system integration methodologies and ensuring effective end to end solutions. Coordinate release planning and management and post release monitoring.

Minimum Education: Bachelor's Degree (BS/BA) or equivalent
Minimum Experience: A minimum of five (5) years of experience developing mission-critical enterprise class systems utilizing .NET and related technologies directly related to UI or other workforce service systems. This individual must have demonstrated success in development of complex object oriented business solutions based on n-tier and service oriented architecture, design and implementation. Experience with Team Foundation Server and build management tools, collaborating with development teams and other cross functional teams on design activities and performance tuning, experience managing and making software deployments/changes in real time production environments, in – depth understanding of branching and version control.

Technical Lead/ Infrastructure Architect (Required)

This position will work as part of the Infrastructure team and ensure operations of critical document management and workflow system components. Overall system integration design review and support will be provided for enhancement /change request improvements and ongoing
performance sustainability. Primary activities to include maintaining the integrity of the NMDWS enterprise architecture and assuring timeliness and effectiveness of all changes related to workflow and document management, systematic monitoring and action plans for assuring availability and performance of the system, including all tiers of the architecture and their components, file management, batch operations, interface performance and maintenance, and associated reports. Monitors and recommends technology upgrades as appropriate. Maintains technical knowledge within the industry. Coordinates and leads major project enhancements related to these major enterprise system components.

*Minimum Education*: Bachelor's Degree (BS/BA) or equivalent
*Minimum Experience*: A minimum of five (5) years of technical development experience, demonstrated knowledge and experience with large-scale system development and implementation utilizing IBM’s FileNet Workflow and Imaging product line specifically Content Platform Engine, Case Foundation, WebSphere, WorkplaceXT and IBM Capture professional. Direct experience working with .NET framework and coding in C# or C++. Experience integrating 3rd party solutions such as FileNet.

**Production Support Manager (Required)**

This position will provide direct assistance in managing the production support team including the analysis and resolution of NMDWS HelpStar (HS) production trouble tickets. This includes ensuring that production application systems function as required, produce results as specified, and are available as scheduled. It also includes proactive monitoring of production systems, consultation with other departments specific to the support incident in progress, emergency software/data fixes, preventive and adaptive maintenance, root cause analysis, coding, and implementation. Activities include the oversight of the production support team, trending analysis and reporting, recording production errors, monitoring, and notification of production error, investigation or analysis of production error, resolution of production error, production job/program code correction, and production process correction.

*Minimum Education*: Bachelor's Degree (BS/BA) or equivalent
*Minimum Experience*: A minimum of five (5) years of technical development experience, direct experience in managing production support issues for UI and other work force service applications. Experience in legacy data conversion issues and planning. Demonstrated expert in C#, LLBLGen, Oracle and legacy DB2 data management systems. Experience with Visual Studio, Toad, and a wide range of query tools and analyzers.

**Oracle Database Architect (Desired)**

Provide consultation in data architecture design and make recommendation for overall performance improvement in core data services. Provide design recommendations for advanced data security implementations, the establishment of data warehousing solutions and incorporation of business intelligence within the NMDWS enterprise framework. Assist with capacity planning and management. Support data guard configuration including replication/switchover setting up of data guard broker and observer. Provide expertise in planning, testing and executing failover exercises.
Minimum Education: Bachelor's Degree (BS/BA) or equivalent

Minimum Experience: More than eight (8+) years of Oracle database programming experience; more than five (5+) years of experience with multi-tiered application with an Oracle database; and Oracle Certified Professional "SQL Expert" certification desired. More than 2 years direct experience with Exadata data machine platform.
APPENDIX K

REQUIREMENTS AND DELIVERABLES
<table>
<thead>
<tr>
<th>Contract</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Contractor will establish and maintain an organization and process to provide assistance for various Procuring Agency applications. Assistance will include (i) evaluation of potential alternative solution design approach (ii) estimation on level of effort (iii) recommendation on programming alternatives based on change request reviews</td>
<td>X</td>
</tr>
<tr>
<td>2. Contractor will provide application programming services to support the collection, review, prioritization, and approval of system and process changes for all NMDWS enterprise applications.</td>
<td>X</td>
</tr>
<tr>
<td>3. The Contractor will make software changes and enhancements using a methodology to be approved by NMDWS to seamlessly implement change requests, enhancements, and strategic incremental renewal solutions to the enterprise applications, working in close collaboration with the NMDWS. For the maintenance tasks, which are included as part of a regular scheduled release, the Contractor must leverage the processes approved by the NMDWS.</td>
<td>X</td>
</tr>
<tr>
<td>4. Contractor must have experience with both waterfall and Agile development methodologies.</td>
<td>X</td>
</tr>
<tr>
<td>5. Contractor will develop for a test environment a change request/release code and support deployment.</td>
<td>X</td>
</tr>
<tr>
<td>6. Contractor will use agency-identified tools and processes to log and promote application code, currently Team Foundation Server.</td>
<td>X</td>
</tr>
<tr>
<td>7. Contractor, with business and technical teams as appropriate, will perform unit and system testing activities related to change requests/releases.</td>
<td>X</td>
</tr>
<tr>
<td>8. Contractor will support training activities related to change requests/releases.</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Contractor will support business and technical teams to ensure that system and process documentation is updated as appropriate.</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>10</td>
<td>Contractor will contribute to implementation documentation for major design changes and provide knowledge transfer sessions to production support prior to specific deployments.</td>
</tr>
<tr>
<td>11</td>
<td>Contractor will conform to Change Management guidelines related to change requests/releases.</td>
</tr>
<tr>
<td>12</td>
<td>Contractor will participate weekly as needed, in technical team meetings to discuss project technical issues and report documentation status.</td>
</tr>
<tr>
<td>13</td>
<td>Contractor will present in technical team meetings status to key stakeholders as defined by the Application Development Manager.</td>
</tr>
<tr>
<td>14</td>
<td>Contractor will participate in 1-3 business team meetings per week, as needed, that include gathering business requirements, reviewing testing results and product demonstration.</td>
</tr>
<tr>
<td>15</td>
<td>Contractor will provide Procuring Agency with bi-weekly status reports concerning identified projects, assigned work defined by the Team Foundation Server (TFS) and HelpStar issue tracking or other tracking tool used by the Procuring Agency.</td>
</tr>
<tr>
<td>16</td>
<td>Contractor will ensure that tracking statistics related to application code development are accurate and updated information included in tracking systems.</td>
</tr>
<tr>
<td>17</td>
<td>Contractor will conduct design walkthroughs, with participation by the Agency as the stakeholders</td>
</tr>
<tr>
<td>18</td>
<td>Contractor will participate in architecture technical review sessions and must work closely with the NMDWS WTD Management stakeholders, technical testing teams and technical leads to regularly evaluate that the processes and procedures in place are accurately documented and effective to provide maintainable, high quality software artifacts.</td>
</tr>
<tr>
<td></td>
<td>Contractor will adhere to established standards and guidelines for continuously improving the development process through the consistent use of peer reviews and code reviews. On completion of the unit test, members from the development team shall review the individual code components. These code reviews verify that framework components are being re-used where required to minimize development of redundant code.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>20</td>
<td>Contractor will adhere to NMDWS standards for Development, Unit Testing, Peer review and Code Review. The Contractor will work with the NMDWS to update NMDWS standards and establish quality assurance processes and documentation with an objective of improving the overall quality of the software artifacts delivered for each release.</td>
</tr>
<tr>
<td>21</td>
<td>Contractor will follow well-defined testing standards to better identify requirements and/or design issues earlier in the SDLC process, maintain requirements traceability, and provide support to NMDWS testing activities that reduce re-work and increase the stability of the release. The objective of unit testing is to exercise single units of code in isolation. Executing tests in isolation prior to integrating components removes variables and allows the validation to focus on the function of one unit of code facilitating validation of the specific change being implemented.</td>
</tr>
<tr>
<td>22</td>
<td>Contractor will support and contribute to both manual and automated testing during each phase of the testing cycle. The contractor must also contribute to the automation of test scripts and establishment of a master test suite.</td>
</tr>
<tr>
<td>23</td>
<td>Contractor’s team will work with testing resources and be available to assist UAT staff in completing testing activities, reviewing scenario results, and/or addressing concerns regarding NMDWS enterprise application system functionality. Collaboration, open communication, and knowledge sharing between NMDWS testing resources and Contractor staff shall support user acceptance testing.</td>
</tr>
<tr>
<td>#</td>
<td>Description</td>
</tr>
<tr>
<td>----</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>24</td>
<td>Contractor technical staff will collaborate closely with NMDWS testers and technical leads to confirm release builds are migrated promptly to the various testing environment and batch jobs are executed following the production schedules to confirm the expected end-to-end functionality of each work request.</td>
</tr>
<tr>
<td>25</td>
<td>Contractor staff may provide release notes and otherwise assist the NMDWS with the creation of training materials and documentation of any business process changes, to help expedite the adoption and understanding of enhanced or modified system functionality by field users following a release.</td>
</tr>
<tr>
<td>26</td>
<td>Contractor will provide consulting support services to Agency to assist in establishing, documenting, maintaining, and maturing an Enterprise Application Architecture, WorkFlow Processing, Data Warehousing and Business Reporting capacity.</td>
</tr>
<tr>
<td>27</td>
<td>Contractor will provide subject matter expertise to ensure products meet enterprise technology standards for conducting, sustaining, and adapting to the business mission.</td>
</tr>
<tr>
<td>28</td>
<td>Contractor will provide support to identify and recommend which applications should be delivered, what technologies should be used to deliver them, and how the applications should be designed, deployed and integrated in the most effective and flexible way.</td>
</tr>
<tr>
<td>29</td>
<td>For identified project efforts and change requests, the contractor will support customers and/or business analysts to clarify and document business requirements, supporting requirements gathering and validation. The Contractor will identify, review and validate the business needs for proposed changes and enhancements tasks for the NMDWS Enterprise applications.</td>
</tr>
<tr>
<td>30</td>
<td>Contractor will provide experienced resources with extensive knowledge of the functional areas of UI Tax &amp; Claims, Workforce Opportunity Tax Credit, and Labor Relation applications to coordinate and facilitate the requirements sessions for assigned projects.</td>
</tr>
<tr>
<td>31</td>
<td>Contractor will follow NMDWS established approach for the creation, review and approval of the functional design that accurately provides all of the business functionality and meets the system requirements defined in requirements gathering phase for assigned projects or enhancements.</td>
</tr>
<tr>
<td>32</td>
<td>Contractor will follow the NMDWS' established process for creating, validating, and updating the traceability between key design, development, and testing artifacts and the requirements they realize or support for assigned projects or enhancements.</td>
</tr>
<tr>
<td>33</td>
<td>Contractor will confirm that the functional design leverages existing application functionality, architecture, and technology wherever possible to reduce risk and reduce the time and resources required for development and testing of the modified functionality for assigned projects or enhancements.</td>
</tr>
<tr>
<td>34</td>
<td>Contractor will document any known constraints that influence the design and any risks that have been identified along with recommendations to mitigate risk for assigned projects or enhancements.</td>
</tr>
<tr>
<td>35</td>
<td>Contractor will work with the NMDWS to identify and include the necessary subject matter experts, functional and technical resources in the functional design phase for assigned projects or enhancements.</td>
</tr>
<tr>
<td>36</td>
<td>Contractor will create Use Case documents depicting the business processes impacted by the initiative in the NMDWS' established format for assigned projects or enhancements.</td>
</tr>
<tr>
<td>37</td>
<td>Contractor will develop proposed approach to address a business problem for assigned projects or enhancements.</td>
</tr>
<tr>
<td>38</td>
<td>Contractor will assist in conducting feasibility, risk, regulatory compliance, and ROI analyses for proposed projects and track mitigations or tasks related to these areas throughout the lifecycle of the project.</td>
</tr>
<tr>
<td></td>
<td>Contractor develop a project plan inclusive of WBS to deliver the proposed approach, including time and resource estimates for assigned projects or enhancements.</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>40</td>
<td>Contractor will ensure maintenance of project library and related documentation for assigned projects or enhancements.</td>
</tr>
<tr>
<td>41</td>
<td>Contractor will monitor, communicate, and report project process against project plan, requirements, resources, quality measures, and business results expected for assigned projects or enhancements.</td>
</tr>
<tr>
<td>42</td>
<td>Contractor will maintain ongoing communication with customer(s)/stakeholders during the course of the project to ensure they are informed on project status for assigned projects or enhancements.</td>
</tr>
<tr>
<td>43</td>
<td>Contractor will conduct project close activities (e.g., creates closeout plan and report, arranges for post implementation review) for assigned projects or enhancements.</td>
</tr>
<tr>
<td>44</td>
<td>Contractor will establish and maintain an organization and process to provide production support assistance for various Procuring Agency applications. Assistance must include (i) evaluation all application specific trouble tickets (ii) estimation on level of effort (iii) recommendation on design decision based root cause analysis (iv) infrastructure support specific to the enterprise architecture</td>
</tr>
<tr>
<td>45</td>
<td>Contractor will provide services to support the collection, review, prioritization, and approval of Help Star (HS- production issues/defects) solutions.</td>
</tr>
<tr>
<td>46</td>
<td>Contractor will use agency-identified tools and processes to lodge and promote application code for production ready resolution for Help Star issues.</td>
</tr>
<tr>
<td>47</td>
<td>Contractor, with business and technical teams as appropriate, will perform unit and system testing activities related to HS issues.</td>
</tr>
<tr>
<td>48</td>
<td>Contractor will support training activities related to HS resolution.</td>
</tr>
<tr>
<td>49</td>
<td>Contractor will support business and technical teams to ensure that system and process documentation is updated as appropriate.</td>
</tr>
<tr>
<td>50</td>
<td>Contractor will conform to Change Management guidelines related to change requests/releases.</td>
</tr>
<tr>
<td>51</td>
<td>Contractor will participate weekly as needed, in technical team meetings to discuss project technical issues and report documentation status.</td>
</tr>
<tr>
<td>52</td>
<td>Contractor will present in technical team meetings project status to project teams as defined by the Project Manager.</td>
</tr>
<tr>
<td>53</td>
<td>Contractor will ensure that tracking statistics related to HS resolutions.</td>
</tr>
<tr>
<td>54</td>
<td>Contractor will provide trending analysis and reporting on a monthly basis for HR problem tickets. Recommendations must be included for post deployment production issues which require base code changes or defect resolution.</td>
</tr>
<tr>
<td>55</td>
<td>Contractor will monitor the NMDWS batch exceptions and application error log statistics on a daily basis to identify and report on any trends that can potentially result in system-wide issues or negatively impact progress. These types of issues are potential candidates for a break fix.</td>
</tr>
<tr>
<td>56</td>
<td>Contractor will provide qualified resources with experience and knowledge of batch job scheduling, assessing batch reports, optimizing batch cycles to increase operating efficiencies, monitoring nightly batch runs, and resolving any emergency issues within the batch cycle</td>
</tr>
<tr>
<td>57</td>
<td>Contractor will support the resolution of break fixes submitted in production. For issues that require application maintenance, the contractor will submit the proper documentation of the root-cause and recommended fix to the release planning team with an objective of implementing permanent solutions to achieve an increase in system stability and the reduce the number of break-fixes required going forward.</td>
</tr>
<tr>
<td>58</td>
<td>Contractor will follow the NMDWS’ established process for resolving incidents to help the NMDWS achieve goals of high worker satisfaction, reduced workload and the issuance of timely and accurate benefits to clients.</td>
</tr>
<tr>
<td>59</td>
<td>Contractor will be available to respond to critical issues that may occur for a variety of reasons including programmatic issues, network issues, hardware / software issues, or any issue that prevents the completion of critical business processes.</td>
</tr>
<tr>
<td></td>
<td>NMDWS enterprise application produce reports that employ complex business rules that typically summarize and aggregate data based on business user requests and deliver a wealth of critical information to stakeholders and business users. The Contractor may be required to closely monitor and assess these reports, specifically fiscal reports, ETA and other US DOL reports to produce the highest quality information for stakeholders.</td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td>61</td>
<td>The Contractor may support enterprise reporting available and also produce Ad hoc reports that provide key information to NMDWS, and enables management to make decisions on their systems, programs, and staff.</td>
</tr>
<tr>
<td>62</td>
<td>The Contractor may provide on-line reports that cover a variety of subject areas including weekly claims certification, self Service and Interactive Voice Response, and other defined US DOL or Agency driven Performance Measures and Technology Measures.</td>
</tr>
<tr>
<td>63</td>
<td>The Contractor will ensure all services provided and products delivered comply with the government security, Section 508 and Agency/State architecture requirements.</td>
</tr>
<tr>
<td>64</td>
<td>The Contractor may provide advanced database architectural support to include design recommendations for advanced data security implementations, the establishment of data warehousing solutions and incorporation of business intelligence within the NMDWS enterprise framework.</td>
</tr>
<tr>
<td>65</td>
<td>The Contractor may assist with database capacity planning and management. Support data guard configuration including replication/switchover setting up of data guard broker and observer. Provide expertise in planning, testing and executing failover exercises.</td>
</tr>
</tbody>
</table>
APPENDIX L

APPLICATION TECHNICAL DESCRIPTIONS
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APPLICATION TECHNICAL DESCRIPTIONS

NMDWS Enterprise Applications are based on an N-Tiered common architecture which uses .NET with both Oracle and MSQl database management systems. Major applications are hosted at NMDWS with backup and fail over at Santa Fe. These include our major UI Tax and Claims System, WOTC and L&I. Additional reporting applications and intranet/internet are also supported. NMDWS also provides integration support and coordination for Workforce Connection Online System.

<table>
<thead>
<tr>
<th>Descriptor</th>
<th>UI Tax &amp; Claims</th>
<th>L&amp;I</th>
<th>WOTC</th>
<th>Workforce Connection</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>User Base</strong></td>
<td>Active Employers: 45416&lt;br&gt;Agents: 2510&lt;br&gt;Active Claimants: 21732&lt;br&gt;Staff: 2836</td>
<td>Employers: 5000&lt;br&gt;Apprentices: 1200&lt;br&gt;Staff: 20</td>
<td>Employers: 2000</td>
<td>Participants: Employers:</td>
</tr>
<tr>
<td><strong>System Interfaces /Data Exchanges</strong></td>
<td>170</td>
<td>1(Cybersource)</td>
<td>1</td>
<td>34</td>
</tr>
<tr>
<td><strong>Financial and Other Management Reports (ETA)</strong></td>
<td>127</td>
<td>est 107</td>
<td>1 external (US DOL Quarterly Report), 3 internal</td>
<td>ETA: 40&lt;br&gt;Financial:8</td>
</tr>
<tr>
<td><strong>Data Base Tables</strong></td>
<td>847</td>
<td>est 154</td>
<td>87, 153 stored procedures</td>
<td>2654&lt;br&gt;Stored Proc 7713</td>
</tr>
<tr>
<td><strong>End User Screens</strong></td>
<td>506</td>
<td>Est 13</td>
<td>45</td>
<td>23,358</td>
</tr>
<tr>
<td><strong>Workflows</strong></td>
<td>158</td>
<td>5</td>
<td>0</td>
<td>NA</td>
</tr>
<tr>
<td><strong>Total Number of Batch Jobs</strong></td>
<td>591</td>
<td>est 5</td>
<td></td>
<td>33</td>
</tr>
</tbody>
</table>
Application: UI TAX and CLAIMS

Business and Technical Description

The following sections describe the UI Tax and Claims System from a functional, architectural, and physical perspective.

UI Tax and Claims System Functional Areas

The major functional subsystems of the UI Application are:

CLAIM PROCESSING AND APPEALS:

Initial Claims. Supports claimants, employers and UI staff throughout the initial claim application process. Includes customer-facing functionality that allows claimants to apply for existing types of program benefits, including Standard Unemployment Insurance, Disaster Unemployment Assistance, and Trade Readjustment Allowance.

Benefit Determination. Determines claimant eligibility for Regular and Special UI program benefits. Identifies claimant monetary and non-monetary eligibility; calculates the Weekly Benefit Amount and the Maximum Benefit Amount specific to the claimant program type; and issues benefit determinations to the employer or claimant.

Benefit Payments. Determines continued weekly or bi-weekly eligibility. Correlates payments with the proper program type. Calculates payment based on monetary benefit entitlement, non-monetary holds, disqualifications and eligibility deductions, such as wages earned, child support, overpayment offsets, etc. Dispenses payments and updates the claimant benefit account to reflect payments and/or payment adjustments as well as the employer account benefits paid records.

View and Maintain Benefit Claim. Allows claimant, employer, and UI staff to view and maintain information about a claim or claimant. Claimant can change address, request a wage correction, view their payment and withholding history, request a check replacement, view and print a 1099, and submit any tax withholding and direct deposit information. UI staff has enhanced access to claimant and claim history, including appeals and determinations. Employer access to claimant information includes viewing information directly related to unemployment charges and employer fact-finding, as well as applicable appeal updates.

Appeals Processing. Supports claimant and employer appeals. Creates case files that track appeals to completion and resolution. Integrates case files with the necessary information for the claimant and processes automatic updates to the claimant and employer accounts. Workflow is used to notify other departments once an appeal is received and again when a decision is entered into the system. Note that any determination may result in an appeal. There are two levels of appeal within NMDWS: the lower authority is the UI Appeals department; the higher authority is the Board of Review. After this, an appeal can be made to the District Court.

TAX AND REVENUE:

Tax Rate Calculation. Manages the annual rate assignment to all employers, individual employer liability determinations, and modifications in rate due to mergers, acquisitions, or change in legal entity. The rate computation factors in special conditions, such as Tax and Revenue executions and delinquencies.
Wage Detail and Tax Report. Collects employer and third party wage detail and tax reports from a variety of sources (primary modes of submission are manual and electronic file transfer); calculates taxes based on specific New Mexico factors; adjusts wage records and tax reports; allows users to view wage record and submission history; and forecasts future tax liabilities. Assigns appropriate penalties and fees.

Benefits Paid Charge. Accepts benefit paid charges and adjustments from benefits processing activity. Tracks benefits paid charge transactions. Allows UI staff to manually adjust transactions, and creates a downloadable charge file for employers. Accounts for reimbursable employers are assigned the appropriate debits to their account.

PAYMENTS AND COLLECTIONS:

Payment Processing. Provides a standard interface to receive payment data from other systems, such as ACH Credit and ACH Debit. Manages employer, agent, New Mexico state agency, out-of-state and federal payments. Payments received are automatically allocated based on allocation or hierarchy rules provided by NMDWS. Manages errors from external systems (e.g., dishonored checks or incorrectly assigned ACH payments), reversal or adjustment of affected transactions, and appropriate accounting adjustments. Includes refund processing, fiscal reporting and re-certification management are also included.

Collections. Supports aging and tracking of receivables. Allows collections specialists to choose from a variety of collections mechanisms. Includes reporting and correspondence.

PROGRAM INTEGRITY AND AUDIT:

Program Integrity. Ensures that system complies with federal quality assurance and benefit integrity requirements; assists in identification of fraudulent account situations through the use an integrated cross matches and predictive analytics; provides continuous quality improvement support.

Field Audit. Automatically identifies discrepancies between wage reports, Tax and Revenue reports and payments (integrity checks) using data validation routines. Where possible, these routines force employers to reconcile as part of the wage submission process to eliminate any manual effort associated with reconciliation or data cleansing. Additionally, provides mechanisms to randomly and conditionally generate data for initiating, tracking, and executing field audits. This includes generating notices, notifying employers of scheduled activities, assigning resources, creating data extracts, and recording findings.

REPORTS AND CORRESPONDENCE:

Reporting. Produces and displays various standard and ad-hoc reports to system users. Reports are currently created with Crystal Reports software and may be published as a downloadable PDF.

Correspondence. The need for the UI System to send various types of correspondence to the stakeholders of the system is critical. The common methods of correspondence include e-mails and printed letters. The correspondence component generates and distributes various system related correspondence to the intended recipients, using information collected from other systems and components. Users can also view previously sent correspondence online.
SYSTEM ADMINISTRATION AND WORKFLOW:

**Code Table Maintenance.** Allows system administrators to modify system codes stored in database. This eases system maintenance tasks and allow for greater flexibility in responding to changes in program and policy.


INFRASTRUCTURE:

**Integration Services.** Integrates services across Benefits functional areas, including Interactive Voice Recognition (IVR) applications, ICON Interface applications and Correspondence printing.

**Security.** Physical, application, and data level security; complies with federal, state, and NMDWS security requirements and standards.

**Interfaces.** Securely transfers data to and from UIA, in some cases via web services architecture.

**System Logging.** Identifies and tracks important system activities by user.

**System Management.** Identifies system open/close events; identifies system user types and privileges.

**Authentication and Identity Management.** Supports user accounts and generation of user IDs. Integration with IBM Identity Management Suite.

UI Application Architecture

The purpose of this section is to provide a general understanding of the architecture employed by UIA. This section is not intended to be a complete description of the components, but rather a high-level view of the major pieces.

UIA is written primarily in Microsoft ASP.NET with c# code currently running atop a .NET v4.0 framework.

UIA is built using a multi-tiered approach to allow for applications to be more easily extensible and scalable. In addition, the Integration Tier supports invocation via Web Service operations.

The four major tiers of UI Online are displayed in Figure 1 below. Each tier is expanded upon in subsequent sections.
Presentation Tier

This tier is a web-based user interface/application layer and is responsible for the rendering of information to the user as well as the collection of information from the user. It is the main entry point for user-based actions no matter if that user is staff, an employer, an application or an agent.

The primary design pattern utilized by the presentation tier is that of a Model-View-Presenter which allows for the decoupling, on the presentation tier, of the following: modeling of the business data, flow of the user-interface and rendering of the user-interface. Additionally, this tier supports implementation of a cache management strategy for optimizing requests with the Business Tier as well as implementing a security interface and state-based page flow.

Page flow control is accomplished through a set of configurable state machines which define, at any point in time, the available transitions to which a user can move based on the current state of that user and the state of the data being accessed.

The security interface in the Presentation Tier is a proxy interface for accessing security information from the Integration Tier. It is responsible for sending/receiving Authorization requests to the Integration Tier’s Security Services. Authentication is accomplished via an LDAP provider. Authorization and access control is implemented within the UIA core functionality. Permission to invoke a particular UIA activity is determined by the process of mapping the
current user’s role(s) and user type (staff, claimant, etc.) derived resources to the associated attributes required by the activity. Additional user type filters occur at the role, function group, and resource level.

**Integration Tier**

The Integration Tier is a standards-based SOA (Service-Oriented Architecture) implementation which bridges the Business Tier to either the Presentation Tier, support systems or allows for external systems to call the business logic within the Business Tier. Web Services are utilized to communicate between the Business Tier and the Presentation Tier.

The primary purpose of this tier is as a communication channel with internal and external systems. This tier handles all communication between the Presentation Tier and the Business Tier. Additionally, any calls needing to be made to external systems or components are handled within this layer. Due to the standards-based implementation of this layer with its intelligent use of web-services, other systems can access Unemployment Insurance operations through calling this tier. UIA communicates with third party products such as FileNet, O*NET-SOC Autocoder via .NET based APIs. FileNet and Autocoder provide Web Service APIs which utilize synchronous web service calls to return relevant results to UI Online using a request-response protocol. For instance, the Autocoder API is called from UIA with a user-entered string and Autocoder returns a weighted list of possible occupation matches. FileNet Content engine uses java based APIs that is used to integrate FileNet Content engine with UIA.

The current Workflow/Imaging adapter in UIA supports IBM’s FileNet Workflow and Imaging product line. The IBM FileNet Platform core components are:

- **Content Engine**: Provides the core content management capability, including versioning, security, and life cycle management. The document classes and documents (content) are stored in the Content Engine. The list of document classes and document types are listed in the Scanning and Indexing use cases.
- **Process Engine**: Provides the core workflow capability (business process management) including modeling, electronic forms, and monitoring tools. The workflow maps that show the sequences of steps needed to complete the business process and the workflow queues that define how work is directed to users are stored in the Process Engine.

The current version and components used in the workflow system include Content Platform Engine (CPE) v 5.2, Fix pack 2, Case Foundation v 5.2, Fix pack 2, and WebSphere 8.0 Fix pack 7 for CPE, WebSphere 7, Fix pack 29 for WorkplaceXT and IBM Capture professional v 5.2.1.

UIA uses a Network Attached Storage (NAS) to support processing of batch and interface. The NAS stores interface files generated by the UIA to be sent to external agencies via secured FTP. The batch processes are configured to import files from, or export files to, specific folders to complete business processes.

**Business Tier**

The Business Tier handles the processing of all business-based calculations and the implementation of the specific business rules related to the Unemployment Insurance environment. This tier is the only tier which can access the Data Tier directly and is used to enforce data-integrity through the enterprise by having all operations funnel through and be validated by the Object-relational (O/R) Model. Additionally, the Business Tier makes use of an
integrated Rules Engine, for processing of complex and variable rule sets, as well as a correspondence engine for processing of forms and mailings from the system.

UIA utilizes the leading .NET O/R modeling software product (LLBLGen Pro) for the actual implementation of the object model and interaction with the database.

UIA uses a template-driver correspondence engine which allows Business Analysts to define the “look-&-feel” of the specific template and affect the final correspondence output.

**Data Tier**

The Data Tier forms the repository for all UIA data. It is main data storage facility for the entire system. It consists of an extensible enterprise level database which supports redundant data storage for increased up-time and protection of the data-store. Currently the data tier is comprised if a ¼ rack Exadata database machine X-2-2 running Oracle Grid 11.2.0.2 and Oracle database11.2.0.2, located in Tiwa building, with Data Guard to a single node RAC sever running Oracle Grid 11.2.0.2 and Oracle database11.2.0.2 located off site in Santa Fe NM. NMDWS is in the process if migrating the to an 1/8th Rack Exadata database machine X-4-2 running Oracle Grid 12.1.0.2 and Oracle database 11.2.0.4 with Data Guard to a ¼ Exadata running Oracle Grid 12.1.0.2 and Oracle database 11.2.0.4 located off site in Simms building in Santa Fe. The supporting UIA database is comprised of 1 schema (UFACTS) which is composed of approximately 1100 tables and 1000 indexes. Data security and masking tools are being utilized and implemented.

**Batch Environment**

UIA makes extensive use of regularly scheduled and ad hoc batch processes to support the business and various reporting requirements. UIA is comprised of a Batch Producer application and Listener service. The listener service is installed on all application servers and the listener polls the appropriate database table to check for new jobs. The UIAbatch framework is designed to enable simple extensibility as well as handle a wide range of batch functionality in a cohesive manner. It is capable of handling parallel execution of batches, extensible to handle large number of batches, and configurable. In UIA, scheduling and execution of batches is handled by Argent (Interactive Scheduling Application). This provides a higher quality of service for operational scheduling and maintenance, as well as reduced operational costs.

Figure 4 NMDWS UIA Batch Framework
Physical Environment

The UIA production environment is shown below. Various testing environments such as system test (ST), user acceptance testing (UAT) also exist as scaled back versions of the production environment.

UI Online Status

UI Online is currently operational and is serving claimants and employers. As with any large, enterprise level software system defects come to light with usage over time and particularly with high utilization. NMDWS maintains an on-going effort to accurately collect, categorize, and remedy defects.

Present efforts are focused on improving the performance of UI Online, and optimizing the nightly batch jobs. These efforts require identifying underperforming software paths and refactoring for more efficient execution, analyzing and optimizing database queries, and identifying and automating manual processes performed by staff. From an IT perspective, projects are underway to upgrade to the latest versions of OS and third party products, increase server virtualization, implement more pervasive monitoring, and better automate the build/test process.
Application: IVR System

The Interactive Voice Recognition (IVR) Integration System is a collection of web services and MyUI applications and reports. When a call comes into the 877 NM4-MYUI phone number, it is first answered by a CenturyLink program that runs outside of NMDWS. That system lets users select what language they wish to use and then what service they want: claim recertification, speaking to a claims agent, or speaking to a tax agent. The caller’s response is handled by code on load-balanced servers in our DMZ (“demilitarized zone” perimeter network) – code that was written by Gold Systems Inc. and now maintained by CenturyLink. That code calls, via web services, custom agency-written code that determines whether the call can be accepted (whether the call center is open or claim certifications are currently being accepted), and records the request, including basic information about the caller. If the caller wishes to speak to an agent, the NMDWS code records who is calling, what language they are using, and whether they are calling about a claim or a tax question. The code checks whether the caller is a known claimant, a known employer, or needs general assistance. The NMDWS code then tells the CenturyLink code, via the web service, which queue the call should be placed in.

The organization of this part of the IVR code has the Gold Systems/CenturyLink code on DMZ servers calling NMDWS web services on the same servers. Those web services then make WCF calls to internal services which a) check with a SQL database to determine if the call center is open or certifications are being accepted, b) record details of claim certifications, and c) record all transaction information for auditing and later reporting. A third portion of the IVR code provides an interface to the local phone number for employers. For technical reasons, these calls cannot be combined with regular calls for assistance, and so require separate code, separate audit and history tables in the SQL Server, etc.

In addition to answering phone calls and recording the details of each call, the IVR also consists of several MyUI applications and reports: one turns the IVR on and off by adjusting a SQL database which contains information about operational hours. Other MyUI reports contain call audit information, a history of each call and caller, service and usage statistics, etc. All of these applications and reports follow the standard MyUI framework including MyUI security, separation of business and data access tiers on separate applications servers, and presentation of data on MyUI web servers.

In October of 2014, the IVR handled just under 70,000 calls for both assistance and certification in both English and Spanish.
Application: WOTC

General Purpose/Audience for the application
The Work Opportunity Tax Credit (WOTC) application processes applications for the state-administered WOTC program. Before the application, the business process for WOTC applications relied on manual processing of mailed-in applications and supporting material and mailing of materials. The new system features a web-based self-service application and digital documents that replace the hard-copy documents previously exchanged through the mail. The application is accessed by the WOTC staff and consultants and employers. The consultants and very large employers make up the majority of the external end users.

Basic n-tier architecture layer description
Presentation Layer - Web Application - Contains the .NET version of the NMWOTC application hosted on the web farm outside the firewall.
Services Layer – WCF Services Application – Contains the services and service contracts accessed by the presentation layer, hosted on a single server inside the firewall.
Data Layer – Entity Framework - Contains components that performs CRUD functions by accessing the database, also hosted on a single server inside the firewall with the WCF Services Application.
Database- MS SQL Server – Contains the NMWOTC database, hosted on a SQL Server 11.0.2100 inside the firewall.

Primary Functions
Primary functions for external users (consultants & employers) - the application provides the ability to submit single applications through a wizard GUI or multiple applications via upload of an Excel format file. Once submitted, the software:
- validates the entries,
- reports detailed errors with the entries (if any),
- generates the applications in pdf forms,
- determines the potential target groups (out of 15 possible),
- determines the supporting verification documents required,
- keeps track of the status of each target group within an application,
- sends messages to the end user regarding the statuses of the target groups and the applications as whole,
- and allows the end user to print the application, associated documents and certifications and denials.

Primary functions for internal users (WOTC staff) - the application provides the ability to process applications after being submitted by consultants & employers. The software:
- allows viewing of the applications and provides a search engine for selection,
- stores information about the end user companies (both consultants & employers)
- stores information as well as digital copies of the Power of Attorney agreements between the consultant & employer companies,
- displays the determined potential target groups for each application,
- allows the staff to print out dynamically generated “Needs Letters” to request supporting verification documents from the corresponding state and federal agencies,
- allows the staff to upload supporting documentation,
- keeps track of the status of each target group within an application,
- allows staff to review supporting documentation and mark it as validates or does not validate,
- allows staff to make determinations (certified or denied) when documentation is complete,
- allows staff to send messages to end users in addition the auto-generated messages,
- and allows the end user to generate and print reports.
Application: Labor and Industrial (L&I)

General Purpose/Audience for the application

The LI application processes wage decisions, accepts PWAT/LEF payments, facilitate sponsors for their programs and also facilitate apprentices and employers with their certificates. The majority of these functions were previously automated in standalone databases and others remained manual. The L&I system consolidates all these databases to one and establishes an on stop shop for staff and external users for their self-service. The application is accessed by the LI staff, employers, contractors, sponsors and apprentice.

Basic n-tier architecture layer description
Presentation Layer - Web-based user interface/application layer - This tier is responsible for the rendering of information to the user as well as the collection of information from the user. It is the main entry point for user-based actions hosted outside the firewall.
Services Layer – This tier handles the processing of all business-based calculations and the implementation of the business rules hosted inside the firewall.
Data Tier –The main data storage facility for the entire system

Primary Functions
PW Internal Staff
• Approval of Wage Decision Requests
• Track PWAT Fund and Labor Enforcement Fund payments
• Audit Sub-Contractor List and Notice of Awards
PW External Users
• Request Wage Decisions
• Complete Notice of Awards and Sub-Contractor Lists
• Register with the Labor Enforcement Fund
• Submit PWAT payments
• Verification of Labor Enforcement Fund registrations

SAA Internal Staff
• The SAA will respond to all new prospective program inquiries and programs wishing to revise their program standards.
• Level 1 (staff) user will review approve or review decline the following: registration agreement forms, requests for certification, and requests for completions.
• Level 2 (Director) user will approve or decline the following: Registration agreement forms, requests for certifications and requests for completions.

SAA External Users
• Program sponsors will be responsible for registering all new apprentices with the SAA
• Entering monthly on-the-job training and related instruction hours
• Requesting certifications for apprentices employed on public works job and submitting action items to the SAA with in the designated time frames, to include: cancellations, advancements, extensions, holds and reinstatements).
• The sponsor is also responsible for submitted request for completions to the SAA.
Application: Workforce Connection On-line System

The system provides integrated services via the Internet for individuals, employers, training providers, workforce staff, and one-stop partners. In addition to the core and intensive services delivered by Workforce Connection Online System, the system offers easy access to key reporting features to provide management with valuable information for improved service delivery and enhanced performance. Labor market information is provided the cleanest, most accurate economic data available, centralized in one location. This includes our high-quality database of historical and aggregate national jobs data. The jobs database offers a glimpse into the real-time job market, with the ability to compare changes over time. The system has flexible controls for search criteria based on time periods, geographic divisions (e.g., multiple states, counties, cities, metropolitan areas, or regions), occupations (O*NET), industries (NAICS), job listing sources, or selection of a specific employer.

The solution is hosted and managed by Geographic Solutions. System integration with other NMDWS enterprise application is critical. Current system interfaces and data exchange protocols have been established with future real time integration with single-sign on and web services.

Application: My UI

“MyUI” is a name applied to both a menu/permission system that leads to 60 reports and applications, and a name that is applied to those reports and applications and a group. The MyUI menu and the applications it leads to are accessible to everyone who logs into the NMDWS internal domains. The reports available from the MyUI menu are typically interactive with user selectable dates and other parameter, and displayed in the Microsoft Report Viewer with interactive sorting, searching, and exporting to Excel and PDF formats. The MyUI system also tracks, for audit purposes, each report or application, and how they have used it.

As a menu and permission system, MyUI displays a menu of reports and applications customized for each user. Each available menu item is stored as a record in a SQL Server database, and each request for a report or application, including searches performed by each user, is stored in the same database for auditing purposes. Each menu item in the database includes an attribute that defines whether that item is available to everyone or restricted to privileged users. When an item is restricted, the permissions for it are included in the user’s staff account in UIA.

MyUI is also the name of a framework included in each report and application by reference to a standard library stored in each server’s Global Application Cache (GAC). The framework supplies each application with information about the current user (including name, email address, etc.), a way to record searches for audits, and other information about the current session. The framework automatically ensures that each user has permission to be using the current application without the programmer having to write any special code.

MyUI itself and each of the MyUI reports and applications uses a 3-tier architecture. The base tier is contained in a SQL Server database which currently resides on the NMDWS-SQL-9 server. The
The primary functions of MyUI are
1. To present users with a single page that links to multiple applications and reports, so that they don’t have to remember multiple URLs.
2. To present developers with a simplified programming model that provides a standard method for presenting complex reports and applications that have built-in security and features like interactive sorting, searching, and exporting to other data types. Most of the reports in MyUI require less than 2 pages of code even though some appear very complex.
3. To provide administrators with simple permission and auditing systems for the applications and reports.
Web Applications: **Intranet**

**General Purpose/Audience for the application**
The NMDWS intranet website primary purpose is to serve the internal users information about the agency and provide a central location for them access to tools and NMDWS applications.

**Basic n-tier architecture layer description**

**Presentation Layer**: Content Management System - Contains the .NET version of the DotNetNuke hosted on two web servers configured as web farm inside network. Test and Development are both inside the firewall. Also the place for other internal application

**Storage**: Files are storage on a NAS server, Production, Test and development application files are store on the NAS.

**Database**: MSSQL Server – Contains the CMS database, hosted on a SQL Server inside the firewall. Development and Test database is hosted on a separate Microsoft SQL Server.

**Primary Functions**
Primary functions for internal users, - the ability to get information such as latest news on the department itself and the job marked:

- Deliver information
- Search internal users using the search function
- Search content within the application
- Providing all parties information to their specific area such as Business, IT and other agency wide departments
- The ability to delivering announcements to internal employees

Primary functions for internal users to manage and create new content easily without the need for any IT development involvement.

- Create, Edit Publish and archive content, articles, press releases, events, images
- Easy way to manage content with the need for IT intervention
- The ability to create multisite without starting from scratch
- The ability to house other web applications as well as the ability to create additional modules to meet the business needs.
- Provide the capability for multiple users with different permission levels to manage a website or a section of the content.
- The ability to create workflows for content approval process.
Web Application: Internet

General Purpose/Audience for the application
The NMDWS internet website primary purpose is to serve the public information about the purpose of Workforce Solution and help claimants, business and third parties a central location for information and a central location to access to NMDWS applications.

Basic n-tier architecture layer description

**Presentation Layer:** Content Management System - Contains the .NET version of the DotNetNuke hosted on four virtual machine web servers setup on a web farm outside the firewall. Test and Development are both inside the firewall and setup with two virtual machine web servers each. Also the place for other application such as WOTC and Contractor Registration and future of LDR presentation tier to be housed.

**Storage:** Files are storage on a NAS server outside the firewall, Production, Test and development system files are stored on the NAS.

**Database:** MSSQL Server – Contains the CMS database, hosted on a SQL Server inside the firewall. Development and Test database is hosted on a separate Microsoft SQL Server

**Data Recovery:** The site is hosted in Santa Fe and used in case of down systems or can be used during upgrades of DNN application

Primary Functions
Primary functions for external and internal users, - the ability to get information such as latest news on the department itself and the job marked:

- Deliver information
- Claimants and Job seekers have access to quick job searches
- Providing all parties information to their specific area
- The ability to delivering announcements to unemployment laws which may affect unemployment
- Search function allows users to search all content on the site.
- Sites are mobile friendly to allow users with smartphones to easily access the same information typical desktop users.

Primary functions for internal users to manage and create new content easily without the need for any IT development involvement.

- Create, Edit Publish and archive content, articles, press releases, events, images
- Easy way to manage content with the need for IT intervention
- The ability to create subsites without starting from scratch such as ColLab, Career Solutions and NMCCV. AKA multiple website support
- The ability to house other web applications like WOTC, Contractor Registration
- Provide the capability for multiple users with different permission levels to manage a website or a section of the content.
- The ability to create workflows for a content approval process.

The ability to make changes content outside our network or from anywhere a user can access the system.