STATE PURCHASING DIVISION
OF THE
GENERAL SERVICES DEPARTMENT
AND
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
LEGISLATIVE FINANCE COMMITTEE

REQUEST FOR PROPOSALS (RFP)

ENTERPRISE BUDGET SYSTEM

RFP#
DFA/LFC 20-341-6000-14814

Issue Date: August 22, 2019
Amended: September 9, 2019

Response Due Date: September 30, 2019
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Enterprise Budget System
I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals from qualified firms to provide an information system solution to improve the State’s budgeting processes. The goal is to establish a contract through competitive negotiations for the procurement of an enterprise budgeting system.

B. BACKGROUND INFORMATION

Under a joint powers agreement between the Department of Finance and Administration (DFA) and the Legislative Finance Committee (LFC), a team was assembled to continue the work of an earlier study of the budget systems in use by New Mexico state government. The goal of this project was to develop a path forward for the replacement and integration of the current systems into a more comprehensive enterprise budgeting system. This plan includes having an enterprise application that provides the desired functional requirements for both operating and capital budgeting within state government. The resultant budget application should interface where beneficial with the current financial system (PeopleSoft) and the current personnel system (PeopleSoft HCM) and be flexible for future integration.

The desired solution will provide a comprehensive solution with more integration and the functionality needed to reduce the number of “external” spreadsheets and systems. The new application should, in a later phase, be capable of supporting the capital budgeting needs for both the legislative and executive branches.

A major element of the financial data activity for the state begins with the process of budgeting. As with other states, the budget represents the legal authority for agencies to spend money that the legislature appropriates. The budget also provides an important tool for the control and evaluation of sources and the uses of resources. The budgeting system should allow the financial staff to execute and control activities that have been authorized by the appropriations. It should also provide the financial staff the tools to evaluate financial performance on the basis of comparisons between budgeted and actual expenditures and revenues.

Sound budgeting practices begin with comprehensive financial planning that is essential for good decision making. The link between financial planning and budget preparation gives the budget document a unique role within the state. Budget documents are typically the definitive policy document because the adopted budget represents the financial plan used by the state to achieve its goals and objectives.

New Mexico adopted the line-item budgeting approach from the beginning and more recently also included a performance-based budgeting approach that includes narrative descriptions of each program. While the state organizes the budget into quantitative estimates of costs and accomplishments and focuses on measuring and evaluating outcomes, the performance-based data is only loosely tied to the line-item budgeting tools. Rather, the line-item budget is only augmented with this supplemental program and performance information.

After budget requests are submitted by all agencies in early September, the process diverges for the two branches – executive and legislative. Both groups work on their own data set independently.
and arrive at separate recommendations that are published in December as the Executive Budget Document and the Legislative Budget Document respectively. In preparation for the legislative session, a set of “difference sheet” reports are produced that compare the current operating budgets, agency requests and the two distinct recommendations. From here, the legislature builds a comprehensive budget that culminates in a general appropriation act. This act will go through the legislative process before being passed and sent to the governor for signature. This act contains the budget numbers and language that will be used to establish an operating budget for the upcoming fiscal year. In order to eliminate the need to rekey the numbers and measures, the new solution will need a method for producing the data set that will be used to produce the general appropriation act in the currently approved legislative format.

The capital budgeting is a similar process in that capital projects are planned and proposed for funding by the legislature. The capital projects that are funded by the legislature go through a budgeting process within the state’s financial system and progress of the projects is tracked to completion.

The State provides the following organizational data to assist Respondents in determining software licensing requirements and level of effort for configuration and organizational change management. This current data is provided to demonstrate level of magnitude for budgeting in the state of New Mexico.

- General fund appropriations $6.2 billion
- Total appropriations $18.4 billion
- Personnel (FTE) 20,000
- Number of budgeting agencies 150
- Number of budget analysts
  - Executive 10
  - Legislative 12
- Budget staff in agencies 300
- Capital staff
  - Executive 4
  - Legislative 2

C. SCOPE OF PROCUREMENT

We anticipate that this procurement process will result in a contractual agreement between the State and the selected vendor for both the purchase of the software licenses and the services required to fully implement the solution.

The new budget system will enable, through technology, the ongoing cycle of budgeting in the public sector. The final solution should further support the various activities of the business of budgeting including such things as: personnel position budgeting; decision making and approval process workflows; budget and data analysis and reporting; distributed budgeting; and budget document publishing.

The direction for the State is to replace the current legacy budget systems with an enterprise budget system that provides functionality for the agency budget staff as well as the budget analysts of the
State Budget Division (SBD) and the LFC. The desired solution will encompass all of the budget systems’ functionality and will provide a data interface with the State’s financial and personnel systems.

The State’s ideal solution is one where best practices for budgeting can be incorporated by all entities with minimal or no customization of the software solution. This budgeting solution would be delivered on a modern, scalable technology platform that will allow the State’s investment going forward to be both functionally and technically viable. The State prefers to have the new system and solution delivered in a hosted and vendor-maintained (cloud) model. However, the State will consider any and all delivery models. If vendors offer both an on-premises and cloud model, they should note the expected costs associated with each option described separately in the Cost Proposal Workbook.

The scope of this RFP should also include the systems integration services to deploy the budgeting system as an enterprise solution that works seamlessly with the current financial and personnel systems (PeopleSoft). The scope of this RFP also includes the capital budgeting and monitoring functions currently performed by LFC and SBD. A phased approach that begins with the operating budget functionality and concludes with the capital budgeting functionality should be planned as part of the solution.

**Organizational Scope**

**Operating Budget Scope**

The operating budget solution will be the primary tool used for budgeting for all agencies within the New Mexico State government that budget through the State’s financial system. The solution will also be the primary tool for budget analysts of SBD and LFC for evaluating agencies’ budget requests and for making their own recommendations.

A timeline for implementation will need to be developed that considers the budgeting cycle - request, recommendation, operating budget, budget adjustments, etc.

**Capital Budget Scope**

The capital budget solution will be implemented for LFC and SBD. The solution will be the primary tool to monitor the status and financials of funded capital projects.

A timeline for implementation will need to be developed that considers the capital budgeting cycle – planning and request, recommendation, funding, bond sales, capital budget, etc.

**Software Functional Scope**

The functional requirements listed below are based on current systems that are in place and shall be part of a more comprehensive enterprise budgeting system. The systems that will be replaced by the new solution include the following:
• Budget Review System - data system used by SBD and LFC analysts to review budget requests and provide recommendations;
• Budget Request - data system used by agency budget staff to provide budget requests;
• Personnel Data System – personnel data system used for budget requests and recommendations;
• Performance Based Budgeting – data system to track performance measure data;
• Budget adjustment request and approval - data system to track budget adjustment requests;
• Operating Appropriation System (OASYS) – data system to assist agency budget staff and SBD analysts to create and reconcile the approved operating budget;
• Difference Sheets System (BRSDiff) – data system that combines recommendations from SBD and LFC to compare requests and recommendations;
• General Appropriations Act (GAA) Section 4 System (GAAMain) – data system to reconcile legislative appropriations and create text for section 4 of the GAA;
• General Appropriations Act Other Sections System (GAAOther) – data system to reconcile legislative appropriations and create text for section 5, 6 and 7 of the GAA;
• Interface with State’s current financial and personnel systems (PeopleSoft) – data system to create flat file for upload of operating budgets;
• Capital Projects Monitoring System – web-based data system to track capital projects; and
• Bonds Tracking System – data system to assist Board of Finance staff in tracking projects funded by bonds.

Technical Delivery Scope

The vendor will provide an enterprise budgeting system as a cloud-based software service or on-premise solution. The vendor will configure and implement the solution to support the defined functionalities; provide complete implementation services to include training and documentation of the solution; and provide support services for administrators and users of the solution.

The implementation planning would begin in the fall of 2019.

Implementation Services Scope

The vendor will provide a suite of services to ensure project success throughout the project’s lifecycle, including but not limited to:
• Project Management;
• Initiation and Planning;
• Design and Development:
  o Enhancements and Modifications (if applicable),
  o Integration and Automated Interfaces,
  o Custom Reports, Queries, and Forms,
  o Custom Workflows,
  o Data Conversion; and
  o Workaround Development;
• Software Configuration;
• Security Configuration;
• Testing and Quality Assurance;
• Organizational Change Management and Communications;
• End-User Training;
• Documentation;
• Knowledge Transfer;
• Implementation (Roll-Out) Support; and
• Post-Implementation Support.

Preliminary Implementation Timeline and Phasing

The implementation timeline will be based on the normal budgeting schedule:

• Budget approval during legislative sessions that occur early in the calendar year (April);
• Establish operating budget (May);
• Start of fiscal year (July 1);
• Approval of Accountability in Government Act (AGA) performance measures (June until mid-August)
• Agency budget requests due (September 1);
• Agency performance measure data due (September 1);
• Review and recommendations by budget analysts (September through December); and
• Budget documents produced for legislative session (December).

Below is a timeline showing the various operating budget processes:

Operating Budgeting Processes in State of New Mexico

Below is a timeline showing the various capital budget processes:

Capital Budgeting Processes in State of New Mexico
The implementation timeline will also include a preparation phase for planning that incorporates the changes in the accounting structures necessary to support the transfer of data between the financials, personnel and budgeting systems.

D. PROCUREMENT MANAGER

1. The Department of Finance and Administration 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: Andrew Miner, Procurement Manager
   Address: Department of Finance and Administration
            Bataan Memorial Building
            407 Galisteo Street
            Santa Fe, New Mexico 87501
   Telephone: (505) 827-3812
   Email: Andrew.miner@state.nm.us

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

   Name: Andrew Miner, Procurement Manager
   Reference RFP Name: DFA/LFC 20-341-6000-14814
   Address: Department of Finance and Administration
            Bataan Memorial Building
            407 Galisteo Street
            Santa Fe, New Mexico 87501

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

E. DEFINITION OF TERMINOLOGY

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

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

(Ensure definition is appropriately placed in sample contract pro-forma as required).

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

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

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

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

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

“Contract” means 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.

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

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

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

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

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

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

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

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

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

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

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

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“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” is the person assigned to receive protests in accordance with NMSA 1978, § 13-1-172 and applicable procurement regulations.

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

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

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

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

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

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

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

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

F. PROCUREMENT LIBRARY

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

Procurement Regulations and Request for Proposal – RFP instructions:
https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Due Dates and Timelines</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>Agency</td>
<td>August 22</td>
</tr>
<tr>
<td>2. Distribution List</td>
<td>Agency</td>
<td>August 28</td>
</tr>
<tr>
<td>3. Pre-Proposal Conference</td>
<td>Agency</td>
<td>August 28</td>
</tr>
<tr>
<td>4. Deadline to submit Questions</td>
<td>Potential Offerors</td>
<td>August 30</td>
</tr>
<tr>
<td>5. Response to Written Questions</td>
<td>Procurement Manager</td>
<td>September 6</td>
</tr>
<tr>
<td>6. Submission of Proposal</td>
<td>Potential Offerors</td>
<td>September 30</td>
</tr>
<tr>
<td>7. Proposal Evaluation</td>
<td>Evaluation Committee</td>
<td>October 18</td>
</tr>
<tr>
<td>8. Selection of Finalists</td>
<td>Evaluation Committee</td>
<td>October 24</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 State Department of Finance and Administration on August 22, 2019

2. Acknowledgement of Receipt
   Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MST or MDT on August 28, 2019

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

3. Pre-Proposal Conference
   A pre-proposal conference will be held as indicated in the sequence of events beginning at 10:00 a.m. Mountain Standard Time/Daylight Time in the Bataan Memorial Building, room 238, 407 Galisteo, Santa Fe, New Mexico, Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

   Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.
4. **Deadline to Submit Written Questions**
   Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00 p.m. Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. **Response to Written Questions**
   Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror’s that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: [https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx](https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx)

6. **Submission of Proposal**
   ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON September 30, 2019. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

   Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2 (except for electronic submissions through SPD’s electronic procurement system). Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP: DFA/LFC 18-001. Proposals submitted by facsimile, or other electronic means other than through the SPD electronic e-procurement system, will not be accepted.

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

7. **Proposal Evaluation**
   An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.
8. Selection of Finalists
The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A. Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

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

10. Oral Presentations
Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A. Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and SPD.

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

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

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

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

Miranda Mascareñas  
Deputy ASD Director  
Department of Finance and Administration  
Room 336, Bataan Memorial Building  
407 Galisteo  
Santa Fe, New Mexico 87501

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

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

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

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

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

5. Amended Proposals  
An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.
6. Offeror’s Rights to Withdraw Proposal
Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror’s duly authorized representative.

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

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

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

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

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

10. Termination
This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the State of New Mexico.
11. Sufficient Appropriation
Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The Agency’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

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

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

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

15. Contract Terms and Conditions
The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract Appendix 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 an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

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

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

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

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

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

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

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

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

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

22. Agency Rights
The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror’s proposal.
23. Right to Publish

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

24. Ownership of Proposals

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

25. Confidentiality

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

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

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

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

28. New Mexico Employees Health Coverage

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

B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information:
http://www.insurenewmexico.state.nm.us/.

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

29. Campaign Contribution Disclosure Form
Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX 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 E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

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

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

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

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

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

32. Disclosure Regarding Responsibility

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

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

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

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

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

A. New Mexico Business Preference
A copy of the certification must accompany your proposal.

B. New Mexico Resident Veterans Business Preference
A copy of the certification must accompany your proposal.

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

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.

B. NUMBER OF COPIES

1. Hard Copy Responses

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

Offerors should deliver:

1. Technical Proposals – One (1) ORIGINAL, one (1) HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. The electronic version/copy can NOT be emailed.

   ➢ Proposals containing confidential information must be submitted as two separate binders:
     • Unredacted version for evaluation purposes
     • Redacted version (information blacked out and not omitted or removed) for the public file

2. Cost Proposals – One (1) ORIGINAL, one (1) HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. The electronic copy can NOT be emailed.

The electronic version/copy of the proposal must mirror the physical binders submitted (i.e. One (1) unredacted cd/usb, one (1) redacted cd/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 this Section and Section III.C.1 Response Format and Organization, may be deemed non-responsive and rejected on that basis.

OR IN THE ALTERNATIVE TO THE SUBMISSION FORMAT AND REQUIREMENTS OF SECTION III.B.1:

2. Electronic Responses (SPD's E-procurement System eProNM)

The proposal shall be submitted through State Purchasing’s electronic procurement system. The Offeror need only submit a single electronic copy of each portion of the proposal, outlined below. Please separate the proposal as described below into separate “envelopes” (files) for your submission.

Each “envelope” (file) location for each portion as outlined in Section III.C Proposal Format of the RFP will be specified in the upload section of the Offeror’s electronic submission. If you submit your response through our electronic procurement system, submit only one hard copy of your proposal to the physical address indicated in Section I.D.

1. Technical Proposals — One (1) electronic upload and one (1) ORIGINAL hard copy (submitted to the physical address indicated in Section I.D) must be submitted in the sequence described in Section III.C.1. All information for the technical proposal must be combined into a single file/document for uploading.

    Proposals containing confidential information must be submitted as two separate files:
   • Unredacted version for evaluation purposes.
      Upload unredacted version in “Unredacted Technical Proposal Envelope 1.1”
   • Redacted version (information blacked out and not omitted or removed) for the public file.
      Upload redacted version in “Redacted Technical Proposal Envelope 1.3”

2. Cost Proposals — One (1) electronic upload and one (1) ORIGINAL hard copy (submitted to the physical address indicated in Section I.D). All information for the cost proposal must be combined into a single file/document for uploading.

    Upload cost proposal in “Cost Proposal Envelope 1.2”
For technical support issues contact (505) 827-0467 or (505) 827-0472 or GSD.SPDeProcurement@state.nm.us

Both the electronic submission and the original proposal must be received no later than the time and date indicated in Section II.B.6.

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

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

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

Organization of folders/envelopes for hard copy proposals and electronic copy proposals and proposals submitted via eProNM:

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
   B. Table of Contents
   C. Proposal Summary (Optional)
   D. Response to Contract Terms and Conditions
   E. Offeror’s Additional Terms and Conditions
   F. Response to Specifications (except cost information which shall be included in Cost Proposal/Binder 2 only)
      1. Organizational Experience
      2. Organizational References
      3. Oral Presentation
      4. Mandatory Specifications
      5. Desirable Specifications
      6. Financial Stability - Financial information considered confidential should be placed in the Confidential Information binder.
      7. Performance Surety Bond
      8. Signed Campaign Contribution Form
      9. New Mexico Preferences (If applicable)
   G. Other Supporting Material (If applicable)

   Cost Proposal (Binder 2):

RFP: DFA/LFC 20-341-6000-14814 29 Enterprise Budget System
1. Completed Cost Response Form

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

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

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

A. DETAILED SCOPE OF WORK

The desired outcome is a more comprehensive enterprise budgeting system that meets the functional needs of the two budgeting groups (at DFA and LFC) and also the budgeting staff in other agencies. This functionality includes the budget requests and recommendations as well as the ongoing monitoring through the fiscal year. The new budgeting system should interface where practical with the current financials and personnel data systems and also should reduce the dependence on external spreadsheets. The system will have interfaces with financial and personnel data; the shared data will be more accessible and available. Historical data will also be available for comparisons and projections.

The benefits of the new system should include:
• More efficient sharing of data between agencies and the budget staff at DFA and LFC;
• More sharing of data with the enterprise financials and personnel systems;
• Less reliance on auxiliary spreadsheets and other budgeting systems;
• More capability to monitor budget progress; and
• More capability to report and extract from historical data.

In addition, the vendor shall work with the DFA and LFC to develop an implementation plan covering all phases of the project lifecycle, including but not limited to project initiation, planning and design, implementation and project closeout. This includes the vendor working with the State’s designated project management team to plan and coordinate the implementation with sufficient support and training in order to ensure user acceptance and proficiency.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience and Capacity

Offerors must:

a) provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of an enterprise governmental budgeting systems. This description should include the number of years that the company has been in the business of providing governmental budgeting systems. The description should also provide the same information for any proposed subcontractors. All enterprise budgeting systems provided to private sector will also be considered;
b) indicate how many enterprise governmental budgeting systems have been installed in the last two years and what percentage of business revenue is derived from enterprise governmental budgeting system engagements; also indicate the number of years that the proposed solution has been in existence;

c) describe at least two project successes and failures of an enterprise governmental budgeting system engagement. Include how each experience improved the Offeror’s services; and

d) describe the staff support capacity that will be allocated for this project; describe how this staff will be affected by other projects.

2. 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 F, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D.** It is the Offeror’s responsibility to ensure the completed forms are received on or before September 30, 2019 for inclusion in the evaluation process.

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

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

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.
3. **Application Delivery Environment**
   The State prefers to have the new system and solution delivered in a hosted and vendor-
   maintained (cloud) model. However, the State will consider any and all delivery models.

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

5. **Mandatory Specifications**
   The mandatory specifications are detailed in Appendix G. The list of specifications includes
a response column and response codes that should be used when detailing your offering.
These specifications include implementation as well as technical and functional
requirements.
Offeror must provide a detailed explanation, in a narrative form, of their ability to provide
each of the specific items in Appendix G. Offeror’s response must be detailed enough to
illustrate how the Offeror can meet or exceed the specifications.

6. **Desirable Specifications**
   The desired specifications are detailed in Appendix H. The list of specifications includes a
response column and response codes that should be used when detailing your offering.
These specifications include implementation as well as technical and functional
requirements.
Offeror must provide a detailed explanation, in a narrative form, of their ability to provide
each of the specific items in Appendix H. Offeror’s response must be detailed enough to
illustrate how the Offeror can meet or exceed the specifications.

C. **BUSINESS SPECIFICATIONS**

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

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

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

5. Cost
   Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by the first six years estimate. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

6. Resident Business or Resident Veterans Preference
   To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section.
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 subcategory.

<table>
<thead>
<tr>
<th>Factors – correspond to section IV. B and IV. C</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>B. Technical Specifications</strong></td>
<td></td>
</tr>
<tr>
<td>B. 1. Organizational Experience and Capacity</td>
<td>100 points</td>
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<td>B. 2. Organizational References</td>
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<td>B. 3. Application Delivery Environment</td>
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<td>B. 4. Oral Presentations</td>
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<td>B. 5. Mandatory Specifications / Clarifications</td>
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<td>B. 6. Desirable Specifications / Clarifications</td>
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<td><strong>C. Business Specifications</strong></td>
<td></td>
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<tr>
<td>C.1. Financial Stability</td>
<td>Pass/Fail</td>
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<tr>
<td>C.2. Performance Surety Bond</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.3. Letter Of Transmittal</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.4. Signed Campaign Contribution Disclosure Form</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.5. Cost</td>
<td>200 points</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>1,000 points</td>
</tr>
</tbody>
</table>

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience and Capacity (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response. Evaluation points will be assigned based on the relevant corporate experience and the experience of all proposed subcontractors. Evaluation points will be assigned to experience, expertise and knowledge as a provider of an enterprise governmental budgeting systems. Evaluation points will be assigned for mature products as defined by the number of years in existence. Evaluation points will be assigned based on the staff support capacity available for this project.
2. **B.2 Organizational References (See Table 1)**
Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix F. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points. Points will be awarded based on the ratings and comments from each reference.

3. **B.3 Application Delivery Environment (See Table 1)**
Points will be awarded based upon an evaluation of the description of the alternatives for the technical delivery environment for the application. Offerors should describe the recommended technical architecture of the proposed solution, including recommended hardware platform, operating systems, connectivity services, database platform, etc. Offerors should describe any restrictions or limitations for the above recommended architecture components. Offerors should also describe the security and audit (accountability) components of the proposed solution. Lack of a response will be awarded zero (0) points.

4. **B.4 Oral Presentation (See Table 1)**
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. Points will be awarded based on Offeror’s ability to demonstrate the functionality through a scripted presentation.

5. **B.5 Mandatory Specifications**
Points are assigned to each of the mandatory functional requirements. Points will be awarded based on the solution’s methods of providing the functionality as described. The answers to the clarifications will be used to assign points where applicable.

6. **B.6 Desirable Specifications**
Points are assigned to each of the mandatory functional requirements. Points will be awarded based on the solution’s methods of providing the functionality as described. The answers to the clarifications will be used to assign points where applicable.

7. **C.1 Financial Stability (See Table 1)**
Pass/Fail only. No points assigned.

8. **C.2 Performance Bond (See Table 1)**
If required. Pass/Fail only. No points assigned.

9. **C.3 Letter of Transmittal (See Table 1)**
Pass/Fail only. No points assigned.

10. **C.4 Campaign Contribution Disclosure Form (See Table 1)**
Pass/Fail only. No points assigned.
11. C.5 Cost (See Table 1)
The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

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

12. C.6. New Mexico Preferences
Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

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

B. New Mexico Resident Veterans Business Preference
If the Offeror has provided a copy of their Preference Certificate the Preference Point is 10%.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

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

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

ENTERPRISE BUDGET SYSTEM
DFA/LFC 20-341-6000-14814

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than noon on August 28, 2019. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _________________________________________________________________

REPRESENTED BY: _____________________________________________________

TITLE: ________________________________ PHONE NO.: ____________________

E-MAIL: ___________________________ FAX NO.: _________________________

ADDRESS: _____________________________________________________________

CITY: __________________________ STATE: ________ ZIP CODE: _____________

SIGNATURE: ___________________________________ DATE: _________________

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

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

Andrew Miner, Procurement Manager
DFA/LFC 20-341-6000-14814
Department of Finance and Administration
Bataan Memorial Building
407 Galisteo Street
Santa Fe, New Mexico  87501
APPENDIX B

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)

RFP: DFA/LFC 20-341-6000-14814  40 Enterprise Budget System
—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 CONTRACT

State of New Mexico

DEPARTMENT OF FINANCE AND ADMINISTRATION

Information Technology Agreement
Contract No.

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

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

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

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

ARTICLE 1 – 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 Joseph R. Baros, Jr. 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.

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 Budget Modernization Project.

W. “Project Manager” shall mean a Qualified person from the Procuring Agency responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be Joseph R. Baros, Jr. 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 usable 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.

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

F. The Procuring Agency’s Rights
1. Rights to Software. 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. Any and all data stored on the Contractor’s servers or within the Contractor’s custody, in order to execute this Agreement, is the sole property of the Procuring Agency. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Procuring Agency’s data in any manner, or provide to any entity or person outside of the Procuring Agency without the express written authorization of the Procuring Agency.

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.

Payment shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor’s designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.
C. **Taxes.** The Contractor [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.** The Procuring Agency shall retain **twenty percent (20%)** of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.

E. **Performance Bond.** Contractor shall execute and deliver to Procuring Agency, contemporaneously with the execution of this Agreement, a Performance Bond in the amount of **[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.

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

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within thirty (30) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

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

ARTICLE 5 – TERM

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

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

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

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

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

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

ARTICLE 7 – TERMINATION MANAGEMENT

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

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

ARTICLE 8 – INDEMNIFICATION

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

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

**ARTICLE 9 – INTELLECTUAL PROPERTY**

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

**ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION**

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

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.
B. **Procuring Agency Rights.** If any product or service becomes, or in the Contractor’s opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

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

**ARTICLE 11 - WARRANTIES**

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

B. **Software.** The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor’s official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for two years after Acceptance by the Executive Level Representative and implementation by the Procuring Agency. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the Procuring Agency, so that the software meets the applicable specifications.

**ARTICLE 12 – CONTRACTOR PERSONNEL**

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

   [Insert Contractor Staff Name(s)]

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

ARTICLE 13 – STATUS OF CONTRACTOR

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:

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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](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](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**

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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 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.

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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]
Department of Finance and Administration
E-mail Address
Telephone Number
Mailing Address.

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ARTICLE 30 – GENERAL PROVISIONS

A. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:

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

2. **Equal Opportunity Compliance.** The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

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

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

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

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

ARTICLE 31 - SURVIVAL

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

ARTICLE 32 - TIME

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

ARTICLE 33 – FORCE MAJEURE

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

By:_________________________________________  Date: ___________________
Olivia Padilla Jackson, Cabinet Secretary
Department of Finance and Administration

By:__________________________________________  Date: ___________________
[Insert Contractor Name, Title]
[Company Name]

By:___________________________________________  Date: ___________________
Joseph R. Baros, Jr., Chief Information Officer
Department of Finance and Administration

Approved for legal sufficiency:

By:___________________________________________  Date: ___________________
Jeremy Farris, General Counsel
Department of Finance and Administration

By:_____________________________________________  Date: ___________________
Elena Tercero, Chief Financial Officer
Department of Finance and Administration

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

CRS ID Number: ___________________________

By: _________________________________________ Date: _______________________

Taxation & Revenue Department

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

By: _________________________________________ Date: _______________________

Vincent Martinez, Cabinet Secretary and State Chief Information Officer
Department of Information Technology

This Agreement has been approved by the State Purchasing Agent:

By: _________________________________________ Date: _______________________

Purchasing Agent
for the State of New Mexico

OR

This Agreement has been approved by the State Purchasing Division, Contracts Review Bureau:

By: _________________________________________ Date: _______________________

State Purchasing Division,
Contracts Review Bureau

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EXHIBIT A – SCOPE OF WORK

I. Purpose of the Agreement:

The purpose of this Agreement is for the Contractor to provide, implement and support a comprehensive enterprise budgeting system.

II. Performance Measures:

Work under this Agreement supports the Procuring Agency’s mission to provide sound fiscal advice, budget direction, objective fiscal and public policy analyses to ensure tax dollars are spent wisely.

Through work performed under this Agreement, the Procuring Agency will develop a state budget information system that replaces and integrates current budget systems into a comprehensive enterprise budgeting system.

III. Activities:

The Contractor will provide a comprehensive enterprise budgeting system. The Contractor will configure and implement the solution to support the defined functionalities. The Contractor will provide complete implementation services to include training and documentation of the solution. The Contractor will provide support services for administrators and users of the solution.

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 subtasks 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. Deliverable Number 1 Planning and Design

<table>
<thead>
<tr>
<th>Deliverable Name</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Planning and Design</td>
<td>Contract start date plus three weeks</td>
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</table>

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Project Plan

- Conduct meetings with stakeholders to validate development, refine requirements, and identify changes needed for the comprehensive enterprise budgeting system
- Develop Functional and Technical Specifications Documents; and Requirements Matrix.
- Develop Work Breakdown Structure to identify the tasks to be performed
- Develop Resource Allocation Map to identify who will perform the tasks listed
- Develop Risk Management Plan to evaluate, track and mitigate risks
- Develop Organizational Change Management to identify the areas where business processes will need to change and how to manage these changes
- Develop Communications Plan for the life of the project
- Develop Functional Testing Plan to detail the System Integration Testing and User Acceptance Testing
- Develop Scope Management Plan to detail the System Integration Testing and User Acceptance Testing
- Develop Delivery Model Plan to describe the delivery model including the technical architecture, hardware platform, operating systems, connectivity services, database platform, etc.

A. Deliverable Number 2 – Implementation Services

<table>
<thead>
<tr>
<th>Deliverable Name</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation Services</td>
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<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Kickoff</td>
<td>Sub 1</td>
<td>Meet with steering committee and other major stakeholders to assess the project’s current state and define implementation process and associated success factors</td>
</tr>
<tr>
<td>Implement solution</td>
<td>Sub 1</td>
<td>Identify all business processes to be included in the solution and refine project with functional leads</td>
</tr>
<tr>
<td></td>
<td>Sub 2</td>
<td>Build Initial Solution development environment</td>
</tr>
<tr>
<td></td>
<td>Sub 3</td>
<td>Identify needs for customization and work with project management and steering committee for final approval and go-ahead</td>
</tr>
</tbody>
</table>
### Work with System Administrators

**Sub 4** Work with system administrators to configure initial solution to meet state’s business requirements

**Sub 5** Work through iterative process with Subject Matter Experts (SME), business process experts and identified users to do initial testing of software

**Sub 6** Make appropriate changes to the software application through configuration or customization

**Sub 7** Conduct user acceptance testing with a thorough end-to-end testing of the software with every business process from every function of the budgeting processes; make identified appropriate changes to the software application through configuration or customization

**Sub 8** Implement and integrate any third party solution products

**Sub 9** Work with steering committee to plan, prepare and execute the cutover, by creating a plan to describe all cutover tasks to be completed before go-live

**Sub 10** Migrate solution from the development instance to the production instance

### Support during Implementation

**Sub 1** Provide on-site engineering support (a senior software engineer level familiar with the software), during the “go-live” timeframe

### Monthly Report

**Sub 1** Provide or make available online a monthly report on the activity and status of the implementation process

### Work with Project Mgmt

**Sub 1** Attend regular meeting with state’s project management team

### Test environment

**Sub 1** Build Testing and Training environment

### Training

**Sub 1** Develop an Initial Training Plan to provide state employees the necessary knowledge and skills to effectively access and utilize the budgeting solution; training requirements are extensive and shall include several options including training materials, classroom training, web-enabled training, user groups, “train the trainer”, etc

**Sub 2** Provide training to as many as 500 users and provide training materials to include system documentation, Frequently Asked Questions (FAQs), and other options to address user questions or needs

**Sub 3** Develop an Ongoing Training Plan that provides ongoing training needs for existing and new users (e.g., web-based training, hard-copy training manual, online help options, video tutorials, etc.)

**Sub 4** Train users on special functionality such as the publishing tools to publish budget documents and general appropriations act

### A. Deliverable Number 3 – Post-Implementation Services

<table>
<thead>
<tr>
<th>Deliverable Name</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
</table>

RFP: DFA/LFC 20-341-6000-14814  | 65  | Enterprise Budget System |
## Post-Implementation Services

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support</td>
<td>Sub 1</td>
<td>Implement the user support plan; prepare the Service Desk for user support and set up a command center prior to go-live</td>
</tr>
<tr>
<td>Data migration</td>
<td>Sub 1</td>
<td>Migrate historical data into new solution</td>
</tr>
<tr>
<td>Business Continuity</td>
<td>Sub 1</td>
<td>Document Business Continuity Plan with a detailed and tested backup/recovery plan</td>
</tr>
<tr>
<td>Document solution</td>
<td>Sub 1</td>
<td>Document solution with detailed documentation of the customized code</td>
</tr>
<tr>
<td></td>
<td>Sub 2</td>
<td>Document web input forms, tasks lists, calculation scripts, business rules and integration automation scripts that were built</td>
</tr>
<tr>
<td></td>
<td>Sub 3</td>
<td>Document all workflows and business processes supported and automated by the solution</td>
</tr>
</tbody>
</table>

### A. Deliverable Number 3 – Support Services

<table>
<thead>
<tr>
<th>Deliverable Name</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support Services</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

<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: 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 budgeting solution. Such requests will be assigned a default Priority of 3 unless the Procuring Agency requests a higher priority be assigned to the request.</td>
</tr>
<tr>
<td>Monthly Report</td>
<td>Sub 1</td>
<td>The Contractor shall provide or make available online a monthly report on the activity and status of all logged requests received from the Procuring</td>
</tr>
<tr>
<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>
<td></td>
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</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 **budgeting solution** 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 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 one (1) Business Days.  
  - **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 one (5) 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

In the table below provide a complete list of costs including all maintenance agreements, storage costs, labor, materials, equipment, transportation, fees and taxes to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above). Break down the costs by first year costs and subsequent years.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Year 1 Cost</th>
<th>Annual Cost in Year 2 and 3</th>
<th>Annual Cost in Year 4, 5 and 6</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Commented [LE1]: Please complete above table.
APPENDIX E

LETTER OF TRANSMITTAL FORM

RFP#: _______________________________  FED ID# _______________________________

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

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:
   Name ____________________________________________________
   Title _____________________________________________________
   E-Mail Address ____________________________________________
   Telephone Number _________________________________________

3. For the person authorized by the organization to negotiate on behalf of this Offer:
   Name ____________________________________________________
   Title _____________________________________________________
   E-Mail Address ____________________________________________
   Telephone Number _________________________________________

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:
   Name ____________________________________________________
   Title _____________________________________________________
   E-Mail Address ____________________________________________
   Telephone Number _________________________________________

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

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

7. ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions
   Governing the Procurement as required in Section II. C.1.
   ____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained
   in Section V of this RFP.
   ____ I acknowledge receipt of any and all amendments to this RFP.
   __________________________________________, 2019
   Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

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APPENDIX F

RFP: DFA/LFC 20-341-6000-14814

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 State of New Mexico, Department of Finance and Administration by e-mail at:

Name: Andrew Miner, Procurement Manager
Address: Department of Finance and Administration
Bataan Memorial Building
407 Galisteo Street
Santa Fe, New Mexico 87501

Telephone: (505) 827-3812
Email: Andrew.miner@state.nm.us

no later than September 30, 2019, and must not be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico 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 for the project you providing a reference (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 vendor in the past?
   COMMENTS:

2. How would you rate this firm's knowledge and expertise?
   ___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

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

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
   ___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
   ___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

6. Who were the vendor’s principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
   (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
7. How satisfied are you with the products developed by the vendor?
   ______(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

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

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

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

Mandatory Specifications

Figure 1 - Requirements Response Codes

<table>
<thead>
<tr>
<th>Yes</th>
<th>Yes, the requirement will be met without configuration or customization.</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>The requirement will not be met by the proposed application.</td>
</tr>
<tr>
<td>Config</td>
<td>The application can be configured to meet the requirement.</td>
</tr>
<tr>
<td>Custom</td>
<td>The application can be customized to meet the requirement. This would</td>
</tr>
<tr>
<td></td>
<td>include creation of reports, queries or workflows that do not exist</td>
</tr>
<tr>
<td></td>
<td>within the current application. Indicate High (requiring more than 100</td>
</tr>
<tr>
<td></td>
<td>hours), Medium (requiring 31 to 100 hours) or Low (requiring less than</td>
</tr>
<tr>
<td></td>
<td>31 hours)</td>
</tr>
<tr>
<td>Future</td>
<td>The requirement will be met without configuration or customization in</td>
</tr>
<tr>
<td></td>
<td>a planned future version of the application.</td>
</tr>
<tr>
<td>Third</td>
<td>The requirement will be met without configuration or customization by</td>
</tr>
<tr>
<td></td>
<td>a third-party software package.</td>
</tr>
</tbody>
</table>

Figure 2. Mandatory Implementation Requirements

<table>
<thead>
<tr>
<th>No</th>
<th>Requirement</th>
<th>Type</th>
<th>Response Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-1</td>
<td>Implementation must be planned to coincide with normal budget processes; (5 points)</td>
<td>Implementation - Planning</td>
<td></td>
</tr>
<tr>
<td>I-2</td>
<td>Conduct meetings as necessary to validate development, refine requirements, and incorporate changes into the application; (4 points)</td>
<td>Implementation - Planning</td>
<td></td>
</tr>
<tr>
<td>I-3</td>
<td>Dash-board access with graphical representation of financial, personnel and performance data; update process of data for dashboard shall be simple enough to keep “current” (defined as one day, one week or one month – explain in Appendix I); Dash-board shall include user-defined queries and library of stored queries; (15 points)</td>
<td>Implementation - Design</td>
<td></td>
</tr>
<tr>
<td>I-4</td>
<td>Application shall be secure from unauthorized access; (8 points)</td>
<td>Implementation - Design</td>
<td></td>
</tr>
<tr>
<td>I-5</td>
<td>Documentation to include web input forms, tasks lists, calculation scripts, business rules, integration automation scripts built; (5 points)</td>
<td>Implementation - Design</td>
<td></td>
</tr>
<tr>
<td>I-6</td>
<td>Coordination with state’s project management team; (3 points)</td>
<td>Implementation - Project management</td>
<td></td>
</tr>
<tr>
<td>I-7</td>
<td>Application should be highly configurable to allow</td>
<td>Implementation –</td>
<td></td>
</tr>
</tbody>
</table>
alignment with business processes; (10 points)  Configuration

<table>
<thead>
<tr>
<th>No</th>
<th>Requirement (each are worth 2 points)</th>
<th>Type</th>
<th>Response Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-8</td>
<td>While the desire is to minimize customizations, a plan is necessary to allow customizations and to maintain the application through new releases with customizations; (10 points)</td>
<td>Implementation – Customizations</td>
<td></td>
</tr>
<tr>
<td>I-9</td>
<td>On-site engineering support (a senior software engineer level familiar with software and able to resolve issues), during the “go-live” timeframe; will work with “triage team” to prioritize, assign and escalate issues through testing and initial phases of implementation; will work with help-desk function; (10 points)</td>
<td>Implementation - Support</td>
<td></td>
</tr>
<tr>
<td>I-10</td>
<td>Conduct end-to-end user acceptance testing to validate the completed application solution; (5 points)</td>
<td>Implementation - Testing</td>
<td></td>
</tr>
<tr>
<td>I-11</td>
<td>Implementation and training for publishing tools to publish budget documents and general appropriations act; (8 points)</td>
<td>Implementation - Training</td>
<td></td>
</tr>
<tr>
<td>I-12</td>
<td>Training requirements are extensive and shall include several options including training materials, class room training, web-enabled training, user groups, “train the trainer,” etc.; (7 points)</td>
<td>Implementation - Training</td>
<td></td>
</tr>
<tr>
<td>I-13</td>
<td>Detailed and tested backup/recovery plan; (5 points)</td>
<td>Implementation – recovery plan</td>
<td></td>
</tr>
<tr>
<td>I-14</td>
<td>Documentation of all/any workflows and business processes supported and automated by the application (hard and soft copy); (4 points)</td>
<td>Implementation - Documentation</td>
<td></td>
</tr>
<tr>
<td>I-15</td>
<td>Documentation and testing of all application software, and detailed documentation of the customized code; (5 points)</td>
<td>Implementation - Documentation</td>
<td></td>
</tr>
</tbody>
</table>

**Figure 3. Mandatory Functional and Technical Requirements**

<table>
<thead>
<tr>
<th>No</th>
<th>Requirement (each are worth 2 points)</th>
<th>Type</th>
<th>Response Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-1</td>
<td>Ability to set up user permissions by pre-defined groups and roles;</td>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>S-2</td>
<td>Ability to set up access types (i.e. edit &amp; read only) on a role or group basis;</td>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>S-3</td>
<td>The system administrator should have the ability to restrict user access at various stages of budget development;</td>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>S-4</td>
<td>System administration access – maintenance and update of user accounts by administrator;</td>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>T-1</td>
<td>Shall be compatible with the widely-accepted browsers;</td>
<td>Technical</td>
<td></td>
</tr>
<tr>
<td>T-2</td>
<td>Supports interface with other systems;</td>
<td>Technical</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Requirement (each are worth 2 points)</td>
<td>Type</td>
<td>Response Code</td>
</tr>
<tr>
<td>----</td>
<td>--------------------------------------</td>
<td>------</td>
<td>---------------</td>
</tr>
<tr>
<td>T-3</td>
<td>Provides scalable framework to support normal growth in users and data;</td>
<td>Technical Requirements</td>
<td></td>
</tr>
<tr>
<td>T-4</td>
<td>Provides methods to incorporate normal business rules through configurations, user-defined tables, etc. (i.e. configure for multiple position types to handle different retirement rates, pay increases, etc.);</td>
<td>Technical Requirements</td>
<td></td>
</tr>
<tr>
<td>T-5</td>
<td>Shall support multiple sets of data with permissions limiting the view and update of the data sets; for example, the recommendations are built by LFC and DFA independently and shall not be viewed by others;</td>
<td>Technical Requirements</td>
<td></td>
</tr>
<tr>
<td>T-6</td>
<td>Tools to create customized reports for expenditures, revenues and personnel;</td>
<td>Technical Requirements</td>
<td></td>
</tr>
<tr>
<td>B-1</td>
<td>Shall provide the ability to track actual expenditures, requested, recommended and approved budgets;</td>
<td>Overall - Budgeting</td>
<td></td>
</tr>
<tr>
<td>B-2</td>
<td>Maintain revenue sources at two levels – category (General Fund, Other Transfers, Federal Revenues, Other Revenues, Fund Balance) and account code (i.e. 499105, etc.);</td>
<td>Overall - Budgeting</td>
<td></td>
</tr>
<tr>
<td>B-3</td>
<td>Maintain account code structure compatible with state’s business requirements for existing financials application;</td>
<td>Overall - Budgeting</td>
<td></td>
</tr>
<tr>
<td>B-4</td>
<td>Maintain line item expenditure codes and report at line item or category levels (S-8 and S-9);</td>
<td>Overall - Budgeting</td>
<td></td>
</tr>
<tr>
<td>B-5</td>
<td>Maintain descriptor text data for programs; text data should be available for reporting and as export for budget documents and appropriations act;</td>
<td>Overall - Budgeting</td>
<td></td>
</tr>
<tr>
<td>B-6</td>
<td>Entry and reporting of revenue on forms similar to R-1 – R-5;</td>
<td>Overall - Budgeting</td>
<td></td>
</tr>
<tr>
<td>B-7</td>
<td>Shall include method of requesting and budgeting nonrecurring appropriations with appropriate forms; see “specials, supplemental and deficiencies” spreadsheet as an example;</td>
<td>Overall - Budgeting</td>
<td></td>
</tr>
<tr>
<td>B-8</td>
<td>Shall have the ability to roll over data from one budget version/stage to the next budget version/stage;</td>
<td>Overall - Budgeting</td>
<td></td>
</tr>
<tr>
<td>B-9</td>
<td>Shall provide the ability to accommodate multiple levels of budgeting (business unit, program, department, reporting category);</td>
<td>Overall - Budgeting</td>
<td></td>
</tr>
<tr>
<td>B-10</td>
<td>Shall have a full audit trail of any changes made, save event, and at a minimum, capture change made, user making change, and time and date of change;</td>
<td>Overall - Budgeting</td>
<td></td>
</tr>
<tr>
<td>B-11</td>
<td>Shall have a column for revised budget that shows effect of approved budget adjustments;</td>
<td>Overall - Budgeting</td>
<td></td>
</tr>
</tbody>
</table>

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Enterprise Budget System
<table>
<thead>
<tr>
<th>No</th>
<th>Requirement (each are worth 2 points)</th>
<th>Type</th>
<th>Response Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>OB-1</td>
<td>Import appropriation data at category level by revenue source from General Appropriations Act data extract;</td>
<td>Operating Budget</td>
<td></td>
</tr>
<tr>
<td>OB-2</td>
<td>Shall provide function for agency staff to allocate category data to account code level and to allocate program level data to any of four levels (BusUnit, Program, Department or Report);</td>
<td>Operating Budget</td>
<td></td>
</tr>
<tr>
<td>OB-3</td>
<td>Shall provide input tools for agency staff to create Operating Budget data that is compatible with state’s business requirements for existing financials application;</td>
<td>Operating Budget</td>
<td></td>
</tr>
<tr>
<td>OB-4</td>
<td>Provide input tools for budget staff to input other appropriations by category and revenue source;</td>
<td>Operating Budget</td>
<td></td>
</tr>
<tr>
<td>OB-5</td>
<td>Provide tools to calculate compensation increases by pay plan, agency and revenue source;</td>
<td>Operating Budget</td>
<td></td>
</tr>
<tr>
<td>OB-6</td>
<td>Shall produce report similar to OpBud-2 that shows appropriation data by category and revenue source;</td>
<td>Operating Budget</td>
<td></td>
</tr>
<tr>
<td>OB-7</td>
<td>Shall produce report similar to OpBud-3 that reflects appropriation and revenue data to establish budget in state’s existing financial system;</td>
<td>Operating Budget</td>
<td></td>
</tr>
<tr>
<td>OB-8</td>
<td>Shall produce report similar to OpBud-4 that reflects nonrecurring appropriations data to establish budget in state’s existing financial system;</td>
<td>Operating Budget</td>
<td></td>
</tr>
<tr>
<td>OB-9</td>
<td>Shall generate OpBud data file for upload that conforms to state’s business requirements for existing financials application;</td>
<td>Operating Budget</td>
<td></td>
</tr>
<tr>
<td>Q-1</td>
<td>Shall import expenditure data from the state’s accounting system for comparison purposes (budget vs. actual);</td>
<td>Budget Request</td>
<td></td>
</tr>
<tr>
<td>Q-2</td>
<td>Shall provide tools for agency staff to build budget requests at account code level from chosen budgeting level (business unit, program, department or reporting level);</td>
<td>Budget Request</td>
<td></td>
</tr>
<tr>
<td>Q-3</td>
<td>Shall provide error checking to conform to budgeting rules as specified by DFA i.e. expenditure must match revenue at each budgeting level;</td>
<td>Budget Request</td>
<td></td>
</tr>
<tr>
<td>Q-4</td>
<td>Shall provide efficient user interface to enter and edit expenditure, revenue and FTE data for multiple columns (prior year operating budget, prior FY actual, current operating budget, adjusted operating budget, revised budget, request and recommendation); note that relevant data will be exported from the state’s financial application;</td>
<td>Budget Request</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Requirement (each are worth 2 points)</td>
<td>Type</td>
<td>Response Code</td>
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</tr>
<tr>
<td>Q-5</td>
<td>Shall provide means to enter expansion requests by budget code that include descriptive, quantitative and explanatory information for expenditure, revenue and personnel data;</td>
<td>Budget Request</td>
<td></td>
</tr>
<tr>
<td>Q-6</td>
<td>Revenue data shall be entered and reported by revenue sources i.e. General Fund Transfers, Non-General Fund Transfers, Federal Revenue, Other Revenue and Fund Balances;</td>
<td>Budget Request</td>
<td></td>
</tr>
<tr>
<td>Q-7</td>
<td>Shall accommodate the entry and reporting for other financing uses that details transfers from one budget code to another;</td>
<td>Budget Request</td>
<td></td>
</tr>
<tr>
<td>Q-8</td>
<td>Shall provide interface for export of data to Excel;</td>
<td>Budget Request</td>
<td></td>
</tr>
<tr>
<td>Q-9</td>
<td>Shall provide reports and forms for budget request submission; this shall include what we now call the E-4 and E-5 forms (narrative details of base budget increases) that are currently generated manually but should be incorporated into new solution;</td>
<td>Budget Request</td>
<td></td>
</tr>
<tr>
<td>Q-10</td>
<td>Shall be table-driven to support multiple position types and specification codes, insurance rates, retirement rates;</td>
<td>Budget Request - Personnel</td>
<td></td>
</tr>
<tr>
<td>Q-11</td>
<td>Shall provide tools to calculate and report on vacancy rates at the program level;</td>
<td>Budget Request - Personnel</td>
<td></td>
</tr>
<tr>
<td>Q-12</td>
<td>Agencies shall have method to request expansion items with description, financial and personnel data compatible with the base financial data;</td>
<td>Budget Request - Personnel</td>
<td></td>
</tr>
<tr>
<td>C-1</td>
<td>Shall maintain two sets of recommendation data – one for DFA and another for LFC – with appropriate security;</td>
<td>Budget Recommendation</td>
<td></td>
</tr>
<tr>
<td>C-2</td>
<td>Shall provide tools for DFA and LFC staff to build budget recommendations at account code level from chosen budgeting level (typically program level);</td>
<td>Budget Recommendation</td>
<td></td>
</tr>
<tr>
<td>C-3</td>
<td>Shall provide simple means to enter recommendations;</td>
<td>Budget Recommendation</td>
<td></td>
</tr>
<tr>
<td>C-4</td>
<td>Shall provide error checking to conform to budgeting rules as specified by DFA i.e. expenditure must match revenue at each budgeting level;</td>
<td>Budget Recommendation</td>
<td></td>
</tr>
<tr>
<td>C-5</td>
<td>Shall provide analytical tools to evaluate historical data and assist in developing recommendations;</td>
<td>Budget Recommendation</td>
<td></td>
</tr>
<tr>
<td>C-6</td>
<td>Shall provide standard reports such as S-8, S-9, Table 1, etc.;</td>
<td>Budget Recommendation</td>
<td></td>
</tr>
<tr>
<td>C-7</td>
<td>Shall include tools to create customized reports and exports for recommendation data;</td>
<td>Budget Recommendation</td>
<td></td>
</tr>
<tr>
<td>C-8</td>
<td>Shall provide tools to assist DFA and LFC staff in comparing personnel and employee benefits records;</td>
<td>Budget Recommendation</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Requirement (each are worth 2 points)</td>
<td>Type</td>
<td>Response Code</td>
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</tr>
<tr>
<td></td>
<td>with state’s existing personnel system;</td>
<td>Budget</td>
<td></td>
</tr>
<tr>
<td>C-9</td>
<td>Shall provide tools to produce separate budget books for LFC and DFA;</td>
<td>Budget</td>
<td>Recommendation</td>
</tr>
<tr>
<td>C-10</td>
<td>Shall provide means to compare two sets of recommendations with reports similar to current difference sheet reports and spreadsheets;</td>
<td>Budget</td>
<td>Recommendation</td>
</tr>
<tr>
<td>C-11</td>
<td>Analysts shall have method to recommend expansion items with description, financial and personnel data compatible with the base financial data</td>
<td>Budget</td>
<td>Recommendation</td>
</tr>
<tr>
<td>L-1</td>
<td>Shall provide means for agency staff to distribute expenditure data among revenue sources to begin development of the general appropriation act;</td>
<td>Legislative appropriation</td>
<td></td>
</tr>
<tr>
<td>L-2</td>
<td>Shall provide support for the development of the appropriation including tracking staff recommendations, finance committee recommendations, etc.;</td>
<td>Legislative appropriation</td>
<td></td>
</tr>
<tr>
<td>L-3</td>
<td>Shall provide tools for legislative staff to build appropriations at category code level and at program level for general and special appropriations;</td>
<td>Legislative appropriation</td>
<td></td>
</tr>
<tr>
<td>L-4</td>
<td>Shall provide tools to maintain several sets (scenarios) of appropriations data as bill goes through legislative process; while this is primarily a legislative function, DFA also needs ability to create and edit recommendations/scenarios of the budget;</td>
<td>Legislative appropriation</td>
<td></td>
</tr>
<tr>
<td>L-5</td>
<td>Shall provide general appropriations act – section 4 reports: General fund revenue summary FTE count summary Agency/Program detail reports (Report 3);</td>
<td>Legislative appropriation</td>
<td></td>
</tr>
<tr>
<td>L-6</td>
<td>Shall provide general appropriations act – reports for other sections: LFC Recommendation List Comparison reports;</td>
<td>Legislative appropriation</td>
<td></td>
</tr>
<tr>
<td>L-7</td>
<td>Shall provide tools for legislative staff to build performance measure text and data for inclusion in general appropriations act; tools shall include a spell checker;</td>
<td>Legislative appropriation</td>
<td></td>
</tr>
<tr>
<td>L-8</td>
<td>Shall support general appropriation act production in legislative bill format;</td>
<td>Legislative appropriation</td>
<td></td>
</tr>
<tr>
<td>L-9</td>
<td>Shall provide tools for legislative and executive budget staff to track amendment process;</td>
<td>Legislative appropriation</td>
<td></td>
</tr>
<tr>
<td>L-10</td>
<td>Shall provide tools to create customized reports for appropriation data;</td>
<td>Legislative appropriation</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Requirement (each are worth 2 points)</td>
<td>Type</td>
<td>Response Code</td>
</tr>
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</tr>
<tr>
<td>P-1</td>
<td>Shall provide interface to import personnel data from a data file exported from the state’s existing personnel system;</td>
<td>Overall - Personnel</td>
<td></td>
</tr>
<tr>
<td>P-2</td>
<td>Shall provide tools to assist budget staff to update personnel and employee benefits data that is particular to the budget application i.e. budgeted and non-budgeted personnel;</td>
<td>Overall - Personnel</td>
<td></td>
</tr>
<tr>
<td>P-3</td>
<td>Shall maintain tables for personnel including pay plans, insurance types, position specification codes, retirement types, insurance rates;</td>
<td>Overall - Personnel</td>
<td></td>
</tr>
<tr>
<td>P-4</td>
<td>Shall provide tools to automate calculations of salary projections and employee benefits;</td>
<td>Overall - Personnel</td>
<td></td>
</tr>
<tr>
<td>P-5</td>
<td>Shall provide tools to automate calculations for vacancy rates and adjustments to personnel costs;</td>
<td>Overall - Personnel</td>
<td></td>
</tr>
<tr>
<td>P-6</td>
<td>Generation of Personnel reports (E forms);</td>
<td>Overall - Personnel</td>
<td></td>
</tr>
<tr>
<td>M-1</td>
<td>Shall provide entry tools for performance measure data that includes measures, targets, results, recommendation and descriptive text fields; system should facilitate approval process for proposed changes to measure wording, adding new measures, etc.;</td>
<td>Performance Data</td>
<td></td>
</tr>
<tr>
<td>M-2</td>
<td>Shall incorporate a dash-board type interface to facilitate data analytics of current and historical numbers for performance data;</td>
<td>Performance Data</td>
<td></td>
</tr>
<tr>
<td>M-3</td>
<td>Shall provide reporting tools for performance data;</td>
<td>Performance Data</td>
<td></td>
</tr>
<tr>
<td>F-1</td>
<td>Shall provide the ability to roll-up accounts based on user-defined criteria (e.g., across any level of the organization structure);</td>
<td>Financial Analysis</td>
<td></td>
</tr>
<tr>
<td>F-2</td>
<td>Shall incorporate a dash-board type interface to facilitate data analytics of current and historical numbers;</td>
<td>Financial Analysis</td>
<td></td>
</tr>
</tbody>
</table>
**APPENDIX H**

Desirable Specifications

**Figure 4. Desired Implementation Specifications**

<table>
<thead>
<tr>
<th>No</th>
<th>Requirement</th>
<th>Type</th>
<th>Response Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Implementation plan will need to consider options for historical data migration; policymakers frequently use data as far back as 1995. (20 points)</td>
<td>Implementation</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Mirror Test and Training environment (15 points)</td>
<td>Implementation</td>
<td></td>
</tr>
</tbody>
</table>

**Figure 5. Desired Functional and Technical Specifications**

<table>
<thead>
<tr>
<th>No</th>
<th>Requirement</th>
<th>Type</th>
<th>Response Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Application shall provide interface for data entry through Excel (15 points)</td>
<td>Budget Request General</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Allow file attachments for budget request and operating budget submissions (15 points)</td>
<td>Budget Request Operating Budget</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Support for user or administratively defined workflow for approval processes (15 points)</td>
<td>Overall – Workflow</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Position based budgeting, allowing departments to view unallocated salary dollars (10 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Integration with state’s current financial system to provide budget forecasting capabilities for both the expenditure and revenue (10 points)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX I

Other areas for clarification

The list of questions below should be answered completely as part of the proposal. Please attach additional pages to fully answer each question.

Company Status and Potential Changes (relates to evaluation factor C.1)
Explain ownership of company and any recent or planned changes to the organizational structure of the company. Provide the same information for any proposed subcontractors. Provide an explanation of the relationship between the Offeror and any proposed subcontractor(s).

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Product (relates to evaluation factor B.5)
The State seeks a Commercial Off-The-Shelf (COTS) budget solution that is forms-based, web-based, and generally available and/or on the supplier’s standard price list. The proposed application should be flexible enough to be configurable to the state’s budget management needs.

Please describe the licensing strategy and cost model for the components of the solution.

Is your COTS software customizable? What types of customizations have you implemented in the past? Please describe your approach to maintenance of customizations. What is the release schedule for modifications to the application? How are the existing customizations applied to the new release when it occurs? How does the Offeror calculate the cost for customization?

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How easily can one add or change functionality so that new requirements can be accommodated in the future? Which parts of the application are configurable by a trained administrator to make the modifications and enhancements?
What functional components do you recommend as interfaces to the COTS product or custom components that would not be part of your COTS solution? What third party products (i.e. publishing tool) do you recommend for use with your solution?

Where is your product in its product life-cycle? A software product roadmap should be submitted with the proposal. This roadmap should show the product evolution (versions, product name, major releases and support packs) for at least the past five years. The roadmap should also show new development underway and the planned technical and functional enhancements for at least the next two years. The State recognizes this information may be confidential and should be marked by the Vendor as such.

**Software Delivery Model** (relates to evaluation factor B.3)
The State will consider any and all delivery models and the proposal should be clear on the proposed delivery model or models. Where multiple hosting options are available, the vendor should provide separate pricing in the Cost Proposal. Describe the recommended delivery model including the technical architecture of your solution, recommended hardware platform if user...
hosted, operating systems, connectivity services, database platform, etc. Platforms will be evaluated based on cost of ownership, future direction, ease of deployment and support. Will the state have any control over the scheduling for new software releases?

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Where relevant, provide a copy of your standard licensing agreement and general Service Level Agreement information.

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If proposed solution involves cloud storage of the state’s data, please describe the locations where this data will be stored.

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**Implementation Services** (relates to evaluation factor B.5)
The State is expecting a fully implemented software application. Please describe your proposal for implementation services. What levels and quantity of support are available during implementation?

Project Staffing and Staff Qualifications – provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this project, including their experience in the field of government budgeting in general and state budgeting in particular.

Scope Management Plan – The Vendor will provide a change order control and management plan which outlines the process and controls by which changes to scope may be brought forth for inclusion and either approved or denied by the Project Steering Committee.

RFP: DFA/LFC 20-341-6000-14814 83 Enterprise Budget System
Project Plan – Within fourteen (14) days of Purchase Order issuance, the Vendor will provide a complete Project Plan which includes:

a. Work Breakdown Structure – Identifying the tasks to be performed.
b. Resource Allocation Map – Identifying who will perform the tasks listed.
c. Risk Management Plan – Answer questions such as how risks will be tracked, how the risks’ estimated impact will be communicated, how risks will be mitigated to minimize the project impact and how to estimate the impact and respond to foreseen risks.
d. Organizational Change Management – Identify the areas where business processes will need to change and how these changes will be managed.
e. Communications Plan – How information will be distributed to the stakeholders throughout the life of the project.

Training (relates to evaluation factor B.5)
Training should include both initial and ongoing training options. A variety of training methods should be proposed to accommodate the variety of users and time constraints. What initial training methods do you propose for face-to-face classroom, train the trainer and computer based training? Do you offer web-based training for end-users? Is this a free service or fee-based? What is your method to assess the depth of knowledge after training?

In their proposal, offerors should provide detailed plan to provide training to as many as 500 users, describing the content, location, timeline and format of training. Training materials should also include system documentation, Frequently Asked Questions (FAQs), and other options to address user questions or needs. Bidders should also describe their process for meeting ongoing training needs for existing and new users (e.g., web-based training, hard-copy training manual, online help options, video tutorials, etc.). Please also describe the options for training after a major release that affects the users’ interface.

Training Plan – The Vendor will provide a Training Plan and Schedule to be executed with state employees to provide them with the necessary knowledge and skills to effectively access and utilize the budgeting system.
Support (relates to evaluation factor B.5)

The state is looking for extensive support for the solution after implementation. The state will require 1) a service level agreement for acknowledgement and resolution of critical issues, priority issues, and other issues, including use of a ticket system and frequent reports of open items and status, and 2) on-site support by X number of experts with specific roles at go-live, for 60 days after go-live, and possibly during critical times in the budget cycle. This should include functional experts as well as engineers and should be vendor staff who worked with the state during the implementation process. Please describe your proposal to provide this level of support.

How is the Help Desk function performed? What levels of support are defined? Are there limitations on who from the state will utilize the Help Desk function?

Do you have a user group that provides input on product upgrades and enhancements?

Will a trained state administrator be able to change forms and reports easily? Will he or she be able to create documents and forms templates easily?
Security and Business Continuity (relates to evaluation factor B.3)
How does your product address system, user and data security? What is your approach toward protecting against vulnerabilities? What is your approach and methodology relating to business continuity and disaster recovery services? What is your approach to addressing the possibility of, and resolution to a system breach? Include evidence of a Business Continuity Plan which should demonstrate the Vendor’s ability to resurrect critical processes in the event of a natural and or manmade disaster that affects the Vendor’s ability to operate their normal systems.

Interface Specifications (relates to evaluation factor B.5)
The state is expecting the new application to interface with the state’s current financial and personnel systems. In particular, the new application should have the capability to export operating budget data to a format compatible with the current financial system. It should also have the capability to import actual expenditure data from the current financial system. On the personnel side, the new application should have the capability to integrate data from the current personnel system with the budget data that is specific to the budgeting application. The state’s desire is that this process is simple enough to keep the data in the budget application as current as is practical. Please describe the capabilities of the proposed system to interface with the state’s current systems.
Migration (relates to evaluation factor B.6)
The state has twenty years of budgeting data that could be migrated to the new application for historical reporting. This data is currently in an MS Access format. Please explain the possibilities for migration of this data.

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Desired Specifications (relates to evaluation factor B.6)
For any desired specifications that require customizations, provide the level of effort required and an estimate of the cost.

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APPENDIX J

Brief Description of Current Software

There are several modules that comprise the budget systems currently in use within New Mexico state government. These systems have evolved over the past couple of decades to meet the individual functionality requirements. While there is some integration, there are a number of inefficiencies inherent in having multiple spreadsheets and systems containing the same data elements.

The basic systems used for budgeting functions are:
- Budget Review System (BRS) – also called Budget Preparation System (BPS);
- Personnel Review System (PRS);
- Performance Based Budgeting System (PerfBud);
- Operating Appropriation System (OASYS);
- Budget Adjustment Review System (BARs);
- Difference Sheets System (BRSDiff);
- General Appropriations Act Section 4 data base (GAAMain);
- General Appropriations Act Other Sections data base (GAAOther); and
- State’s General Accounting System (SHARE).

In addition to these systems used by DFA and LFC, agencies may have other systems and/or spreadsheets that are used to build and track their budgets internally.

The current system referred to as the Budget Review System (BRS) or the Budget Preparation System (BPS) has evolved over the past couple of decades from a mainframe budgeting tool to a windows-based application using the Microsoft office development environment. The original purpose of the system was two-fold – one to assist the budget analysts at DFA and LFC to review and make recommendations on agency budgets and two to assist agency budget staff in developing a budget request. This purpose has expanded to include the development of the operating budgets and the additional data required for calculations of the personal services and employee benefits amounts. The systems have evolved over time to meet the changing needs of the users and to expand on the original functionality.

In addition to the core budgeting systems (BPS and BRS), there are several other auxiliary systems - performance based budgeting system (PerfBud), operating appropriation system (OASYS), budget adjustment review system (BARs), difference sheets system (BRSDiff), general appropriations act section 4 system (GAAMain) and general appropriations act sections 5, 6 and 7 system (GAAOther). While these subsystems have more specific functionality, they are still a part of the overall budgeting function.
On the capital side, the capital projects are budgeted through the state’s financial system (SHARE) and the projects are tracked with the Capital Projects Monitoring System and the Bonds Tracking System.

Items to include in library: