

**NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS**

**REQUEST FOR PROPOSALS (RFP)**

**NEW MEXICO CULTURAL RESOURCE  
INFORMATION SYSTEM UPGRADE**



**RFP#  
20 505 1000 00001**

December 11, 2019

**Proposals Due:  
February 17, 2020**

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# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish one or more contracts through competitive negotiations for the design, production, and implementation of improvements to the existing New Mexico Cultural Resource Information System (NMCRIS) web application. The solutions proposed by the selected Offeror will normalize and expand the application's underlying data structures, modernize and improve the map service through which geospatial data is published, improve the usability of the system, expand upon the existing user interface, and modernize or replace the existing document management system.

This RFP will result in one or more professional services contracts.

## **B. BACKGROUND INFORMATION**

### **ABOUT DCA**

The New Mexico Department of Cultural Affairs preserves, fosters, and interprets New Mexico's diverse cultural heritage and expression for present and future generations, enhancing the quality of life and economic well-being of the state. The Department oversees a broad range of New Mexico's arts and cultural heritage agencies, which include 15 divisions representing a variety of programs and services that support the unique cultural, historical, and artistic heritage of the state as well as the operations of the Department.

### **About the Historic Preservation Division**

The New Mexico Historic Preservation Division (HPD) identifies and protects New Mexico's cultural resources, including its archaeological sites, architectural and engineering achievements, cultural landscapes and diverse heritage. HPD helps communities identify, evaluate, preserve, and revitalize their historic, archaeological, and cultural resources. The Division coordinates historic preservation activities at all levels of government in New Mexico and with individuals, private organizations, and traditional communities and administers state and federal laws that provide protection for historic and prehistoric properties.

### **About NMCRIS**

The New Mexico Cultural Resource Information System (NMCRIS) is the core business application for HPD. The system fulfills HPD's federal and state mandated responsibility to maintain an inventory of historic properties. NMCRIS also facilitates HPD's management of all records of identified historic and prehistoric sites and makes those records available for research, education, and planning for future development. NMCRIS is an online subscription service available to Qualified Users, representing private cultural resource consultants, federal, state and tribal heritage management professionals, and academic researchers.

The NMCRIS data is managed within a Microsoft SQL Server database. Both DCA staff and external users interact with the database through a custom forms-over-data user interface. Geospatial data is published through ESRI's ArcGIS Server which supports online feature editing. The application currently includes a single map service with some customized features configured using the VB.NET framework. NMCRIS also provides users access to a substantial digital records library managed through file directories on Microsoft Windows Server.

The current iteration of the NMCRIS application was implemented in 2010. The application has not been updated since that time. Beginning around 2014, NMCRIS users began to experience substantial performance degradation of the application, including compatibility issues with modern web browsers and latency with file upload and download tools.

In 2017 DCA executed a severance tax bond sale to secure funding for the New Mexico Cultural Resources Information System Upgrade project. The planning phase of the project was completed in February of 2019. The objectives of the planning phase were to document the technical architecture, functionalities, and known performance problems of the existing application, to identify the functional requirements for a system upgrade, and to provide general system design recommendations for the implementation phase. The resulting documents are provided in the Procurement Library described below.

### **C. SCOPE OF PROCUREMENT**

The scope of this procurement includes all aspects of the software development process and maintenance of the system described above. Further information is available in Section IV, Paragraph A, Detailed Scope of Work.

It is expected that the selected Offeror(s) will work with DCA, its content experts, information technology specialists, and designers in a process that incorporates prototyping and iterative development.

### **D. PROCUREMENT MANAGER**

1. DCA 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: Danelle Lucero, Chief Procurement Officer  
Address: New Mexico Department of Cultural Affairs  
407 Galisteo St., Suite 264  
Santa Fe, NM 87501  
Telephone: (505) 827-6377  
Email: [danelle.lucero@state.nm.us](mailto:danelle.lucero@state.nm.us)

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

Name: Danelle Lucero, Procurement Manager  
RFP Name: NMCRIS Upgrade RFP #20 505 1000 00001  
Address: New Mexico Department of Cultural Affairs  
407 Galisteo St., Suite 264  
Santa Fe, NM 87501

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 New Mexico Department of Cultural Affairs.

“**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 proposal contains. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy may be emailed, subject to email attachment file size limitations.

**“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.

**“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.

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

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

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

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

**“Sealed”** means, 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 Offerors 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 an internet connection or by contacting the Procurement Manager and scheduling an appointment.

<http://www.nmculture.org/rfp>

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	SPD	12/11/19
2. Distribution List	Agency	12/16/19
3. Pre-Proposal Conference	Agency	12/18/19
4. Deadline to submit Questions	Potential Offerors	12/19/19
5. Response to Written Questions	Procurement Manager	12/23/19
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>2/17/20</b>
7. Proposal Evaluation	Evaluation Committee	2/7/20-2/21/20
8. Selection of Finalists	Evaluation Committee	2/26/20
9. Oral Presentation(s)	Finalist Offerors	2/27/20-3/6/20
10. Finalize Contractual Agreements	Agency/Finalist Offerors	3/6/20-4/1/20
11. Contract Awards	Agency/ Finalist Offerors	4/1/20
12. Protest Deadline	SPD	+15 days

### 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 Cultural Affairs on December 11, 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 on the date indicated in the Sequence of Events.

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 at 11:00 am (MST) on the date indicated in the Sequence of Events at the following location:

Department of Cultural Affairs Conference Room  
407 Galisteo St., Suite 260  
Santa Fe, NM 87501

The Procuring Agency will also make the pre-proposal conference available as a web conference. A link to the web conference will be sent to all Offerors that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline.

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 PM 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**

An e-mail copy of written responses to written questions will be sent to all potential Offerors on the procurement distribution list as indicated in the sequence of events.

### **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 THE DATE INDICATED IN THE SEQUENCE OF EVENTS. 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 either at the physical or email address listed in Section I, Paragraph D2. (Further information about proposal formats is described in section III, RESPONSE FORMAT AND ORGANIZATION.) Proposals delivered by non-electronic means must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the DEPARTMENT OF CULTURAL AFFAIRS NEW MEXICO CULTURAL RESOURCE INFORMATION UPGRADE 20 505 1000 00001. Proposals submitted by facsimile 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. 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 DCA.

## **10. 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 Department of Cultural Affairs 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.

## **11. 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 Department of Cultural Affairs or relevant Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and the Department of Cultural Affairs, 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.

## **12. 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 15<sup>th</sup> 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:

Danelle Lucero  
Procurement Manager  
New Mexico Department of Cultural Affairs  
407 Galisteo, Suite 264  
Santa Fe, NM 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; and
  - 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 advance 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. All questions must have a response. The letter of transmittal MUST:

- 1. Identify the submitting business entity.

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

### **31. Pay Equity Reporting Requirements**

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state Contractor and fulfilled directly by the out-of-state Contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

### **32. Disclosure Regarding Responsibility**

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

partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### **33. New Mexico Preferences**

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

#### **A. New Mexico Business Preference**

A copy of the certification must accompany your proposal.

#### **B. New Mexico Resident Veterans Business Preference**

A copy of the certification must accompany your proposal.



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

**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 (To include the copies as stated in ‘B’)..

#### B. NUMBER OF COPIES

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL, one (1) HARD COPY, and three (3) electronic copies 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
    - all required documents shall be included as separate pages in a single file; no compressed files (e.g. zip) will be accepted. Appendices (e.g. PCI attestation of compliance documentation) may be included as separate PDF files.
2. **Cost Proposals** – One (1) ORIGINAL, one (1) HARD COPY, and three (3) electronic copies 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.

- no compressed files (e.g. zip) will be accepted.
- All Confidential Information shall be clearly identified and segregated from the rest of the proposal.

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

## **C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

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

### **1. Proposal 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 (File 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 RFP Specifications (except cost information which shall be included in Cost Proposal/File 2 only)
- G. Signed Employee Health Coverage Form
- H. Signed Campaign Contribution Form
- I. Pay Equity Reporting (statement)
- J. Resident or Resident Veterans Certification (if applicable)

#### **Cost Proposal (File 2):**

- 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/File #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. Complete narratives will describe past projects of a similar nature which the Offeror has successfully completed.

### A. DETAILED SCOPE OF WORK

The exact details of the scope of work for the contract(s) resulting from this RFP will be determined based upon the functional requirements and design recommendations specified in the available planning phase documents as well as the specifications of the selected solution(s). In drafting responses to this RFP, **Offerors should describe in as much detail as possible how they would perform each of the following tasks.** Complete narratives will reference past projects of a similar nature and how the following tasks have been or would be accomplished. At a minimum, this RFP will include:

- Creation of a risk assessment, implementation plan, and project schedule;
- Creation of system documentation identifying all security measures to protect the system and ensure the integrity and confidentiality of the data;
- Creation of an Application Development Plan, to be approved by the Agency, that thoroughly details all proposed modifications to the existing NMCRIS application, including the programming languages, libraries, and frameworks to be used for custom programming and the use of any COTS software applications, including all licensing requirements;
- Creation of an Application Testing Plan, to be approved by the Agency;
- Creation of a test instance of the full system that can be remotely accessed by DCA staff to allow ongoing, iterative testing of the application;
- Installation and configuration of the latest available version of ESRI's ArcGIS Server on DCA servers;
- Normalization and expansion of the current application databases and the migration of all existing data, as needed;
- Redesign of the existing file management system and migration of all digital files to the new system, as needed;
- Modification of existing application code and/or the development of new code as necessary to fully implement a solution that meets the mandatory and desirable technical specifications;
- Resolution of all security issues identified through an independent Application Security Review;

- Management of the implementation of the system from initial stages through final installation, including the installation and configuration of the system on DCA servers and the migration of all data, as needed.
- Creation of system documentation capable of providing current and future DCA staff with the knowledge to maintain, update, consume, and expand the NMCRIS and its data.
- Creation of an Entity Relationship Diagram that thoroughly documents the architecture of the relational database management system, including all tables, relationships, primary and foreign keys, and application views.
- Presentation of no less than one (1) four-hour training session at a DCA-owned facility for up to eight (8) DCA staff members in the administration and maintenance of the NMCRIS.
- Presentation of no less than one (1) four-hour training session at a DCA-owned facility for up to twenty-four (24) DCA staff members in use of the NMCRIS.
- Online presentation of additional training based on end-user needs.
- Providing Technical and logistical support for a defined period after system installation is finished; and
- A period of warranty during which the vendor will make any necessary changes to correct issues or problems.

## **B. TECHNICAL SPECIFICATIONS**

### **1. Organizational Experience**

Offerors **must**:

- a) provide a description of relevant corporate experience with government and the private sector, including all web application projects, relevant database projects, and any applicable GIS projects. If applicable, previous experience with cultural or natural resources applications should be given priority. 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 the Offeror's experience, expertise, and knowledge as a provider of custom software applications development;
- b) indicate how many custom software applications that Offeror has developed and published in the last two years and what percentage of Offeror's business revenue is derived from web application engagements;
- c) describe at least two project successes of a custom software application development engagement. Include how each experience improved the Offeror's services.

## 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 the Submission of Proposal deadline as indicated in the Sequence of Events 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:

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

## 3. 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.

## 4. Mandatory Specifications

Offerors must review the mandatory functional specifications below and, as part of their response, describe in narrative form how they are qualified to address each of the specifications described in the Scope of Procurement and Detailed Scope of Procurement sections above and how they have addressed similar specifications in recent engagements;

<b>4.1</b>	<b>Normalized and Expanded Relational Database (Mandatory)</b>	
4.1.1	Normalization	<p>The existing NMCRIS application incorporates databases, tables, and fields from multiple legacy iterations as well as unused data structures from a previous vendor’s solution which was never fully implemented. The upgraded RDBMS must be streamlined to retain only the data fields actually used (or reported) by the application. At a minimum, it is expected that the following modifications will be required :</p> <ul style="list-style-type: none"> <li>● Removal of unused databases and tables</li> <li>● Removal of unused fields within tables</li> <li>● Reorganization of tables and table relationships to consolidate and streamline the data schema, including the migration of existing data between tables.</li> </ul>
4.1.2	Interoperability	<p>The Historic Preservation Division provides regular exports of the NMCRIS database to partner agencies and other external users. Issues with incompatible data types, eccentric field names, and confusing data relationships in the current database result in exports are difficult for clients to ingest and understand. The upgraded RDBMS must implement a structure with data that is easily integrated into client database platforms (e.g. MS Access, ESRI ArcGIS geodatabases). At a minimum, it is expected that the following modifications will be required :</p> <ul style="list-style-type: none"> <li>● Modifications of existing data types</li> <li>● Renaming of fields with common-sense field names</li> </ul>



4.1.3	Expansion	<p>The online forms used for data input into NMCRIS are incomplete; each form lacks certain data fields present on the hard copy version. The NMCRIS database must be expanded to add these fields. At a minimum, it is expected that the following modifications will be required:</p> <ul style="list-style-type: none"> <li>• Insertion of database fields within existing tables, including some narrative fields which must allow for an unlimited number of characters</li> <li>• Creation of new tables and establishment of new table relationships</li> <li>• Modifications to existing and/or creation of new database views</li> </ul>
4.2	<b>Upgraded Map Service (Mandatory)</b>	
4.2.1	Software Installation/ Configuration and Data Migration	<p>The existing NMCRIS map service is published using ESRI's ArcGIS Server 9.3.1. The upgraded map service will implement the latest available version of ArcGIS Server. The selected Offeror will be required to install and configure the software on DCA servers. The Offeror will also be required to migrate all of the application's existing spatial data into the new ArcGIS instance.</p>

4.2.2	Data Transformation	<p>The existing NMCRIS spatial database contains some legacy data structures that are incompatible with current and/or future business practices. The upgraded map service must implement spatial data types that more accurately fit these practices. Data transformations that will likely be required to achieve this outcome include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Conversion of polygon features to point features</li> <li>• The consolidation of feature class subtypes</li> <li>• The migration (copying) of selected features from one feature class or subtype to another based upon specified attribute(s)</li> </ul>
4.2.3	Feature Extract Tools	<p>NMCRIS users often require extracts of the NMCRIS spatial data. The current NMCRIS Map Service does not permit users to perform these extracts themselves; they must request the spatial exports from DCA staff. The upgraded NMCRIS application must implement some variation of clip-and-ship functionality that will allow users to extract spatial features and their associated attributes through spatial intersect. An ideal solution would permit the user to perform the spatial intersect against an area of interest that s/he either creates onscreen or uploads from his/her desktop GIS. Due to data confidentiality, the solution must place appropriate constraint on the geographic extent of the extract and/or the number of features that may be extracted with a single request.</p>

4.2.4	Publication	<p>The upgraded NMCRIS application must include a secure, user-authenticated map service than allows users to view, create, edit, and upload<sup>[SG3]</sup> NMCRIS spatial data. The published service must include appropriate background layers, including but not necessarily limited to, County boundaries, PLSS boundaries (first-division), geographic names, a USGS topographic map, aerial imagery with sub-meter resolution, and a searchable address layer. The service must allow users to query attributes from these background layers (e.g. a geographic name) and zoom to the results as a navigational aid. The published service must implement cartographic best practices and design principles including, but not limited to, visual contrast, label designs, and scale dependencies.</p>
4.3	<b>Upgraded User Interface (Mandatory)</b>	

4.3.1	Expanded Data Forms/User Inputs	<p>The primary tabular data inputs in NMCRIS are web-based versions of HPD’s NIAF, LA Site Record, and HCPI/HBI forms [SG4]. The web forms are incomplete in that they do not permit input of some of the data fields present on the hard-copy versions of the forms. The upgraded NMCRIS application must include web forms that permit input of ALL data fields from the corresponding hard copy forms. At a minimum, it is expected that the following modifications will be required :</p> <ul style="list-style-type: none"> <li>• Creation of new data inputs/controls</li> <li>• Creation of the corresponding data fields in the RDBMS</li> </ul> <p>Some of the new data inputs (and the RDBMS fields) will need to allow an unlimited number of characters, and the web forms must designed in a manner that permits the user to efficiently create/view/edit these long narrative entries.</p> <p><i>Note: The selected Offeror will have the option of modifying the existing application code or replacing it with its own solution.</i></p>
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4.3.2	Improved File Management System	<p>The current NMCRIS application permits users to upload/view/download digital files (.pdf, .jpeg, .xlsx, etc.) associated with individual NMCRIS activities and resources [SG5]. However, the file management tools are not standardized across the application and users often experience severe latency when trying to access the files. Also, the existing directory structure is overly complex. The upgraded NMCRIS application must include a robust, streamlined file management system with standardized tools that permit users to easily associate digital files with a NMCRIS record and upload/view/download the files with minimal system latency. At a minimum, it is expected that the following modifications will be required :</p> <ul style="list-style-type: none"> <li>● Selective file migration of tens of thousands of files into a simplified directory structure, likely requiring the use of custom scripts.</li> <li>● Replacement of the various existing file management tools with a standardized file management tool.</li> </ul> <p><i>Note: The selected Offeror will have the option of modifying the existing application code or replacing it with its own solution.</i></p>
4.4.3	Cross-Browser Compatibility	<p>The current NMCRIS application has certain browser compatibility issues that render some functions difficult to use. This is especially problematic with the Map Server component. To the extent possible, the upgraded NMCRIS application should maximize cross-browser compatibility. At a minimum, the application must be optimized for Microsoft Internet Explorer and Google Chrome.</p>
4.4	<b>Data Security (Mandatory)</b>	

4.4.1	Data Security	<p>The system must include data security measures adequate to protect DCA’s confidential data. All application web pages must use Hypertext Transfer Protocol Secure to secure communications (HTTPS over TLS). The application must utilize password authentication and provide users with secure password reset tools. The application must implement role-based access security measures capable of assigning varying viewing and editing privileges to each role. Within certain roles the system must further restrict editing privileges at the record level, e.g. only the record owner/creator is permitted to edit a given record. Finally, the system must include one or more administrative web pages that allow a DCA Administrator to create new user accounts, associate users with groups, and enable or disable system access for groups or individual users.</p>
4.5	<b>Updated Billing Component (Mandatory)</b>	

4.5.1	Updated Billing Component	<p>DCA charges an Activity Registration fee for each project registered by users. DCA uses the current NMCRIS application to apply the appropriate charge from a rate table to each Activity. The application produces a list of Activities and charges for a specified time period. DCA imports this list (.xlsx format) to QuickBooks to generate invoices and statements.</p> <p>DCA will implement a new rate table concurrent with the rollout of the upgraded NMCRIS. The upgraded NMCRIS application must assign item charges to each new Activity registration utilizing the new rate table. The application must be capable of producing a list of charges over a defined period and that list must be exportable in .xlsx format. The application must distinguish Activities registered before the rollout date and apply the old rate table, including when subsequent edits to the record trigger a credit and rebill. The application must also be able to filter out/exclude charges fees that are waived under DCA agreements with partner agencies.</p>
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## 5. Desirable Specifications

Offerors must review the desirable functional specifications below and, as part of their response, describe in narrative form how they are qualified to address each of the specifications and how they have addressed similar specifications in recent engagements;

5.1	<b>Improved User Onboarding (Desirable)</b>
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5.1.1	Improved Home Page	The existing NMCRIS application lacks a reference home page. New users often do not know how to get started and struggle to efficiently navigate the application. The upgraded NMCRIS application should include a well-designed application home page that prompts the user to select from a list of desired workflows/tasks and then redirects the user to the appropriate application page. The home page should also consolidate user tutorials, other instructional content, and notifications. An ideal solution will allow DCA staff to create/add/update home page content.
5.1.2	Improved Organization	The upgraded NMCRIS application should reorder application pages in a logical page hierarchy that more closely mirrors the step-by-step progression through common workflows.
5.1.3	Expanded Onscreen Aides	The upgraded NMCRIS application should increase the use tool tips, hyperlinks, or similar on-screen aides to explain tool functions, provide concept/term definitions, and provide other basic instruction without the need to leave the current application page or open a new window.
5.1.4	Updated User Tutorials	The existing NMCRIS application utilizes hyperlinked screen-capture videos to provide step-by-step instruction on the use of the application to accomplish common workflows. The upgraded NMCRIS application should include web-accessible media to accomplish this same objective. An ideal solution will allow DCA staff to create/add/update content.
<b>5.2</b>	<b>Improved User Experience (Desirable)</b>	



5.2.1	Improved Web Page Design	Some of the existing application pages have a rudimentary, unappealing design. The upgraded NMCRIS application should employ professional design principles resulting in consistent, cohesive application pages with clear visual hierarchy to draw user's attention to the most important features. DCA also desires that the application pages be more consistent with the branding used on other Department web pages.
5.2.2	Enhanced Search Functions	The existing NMCRIS application includes a limited set of search tools. The individual searches are scattered across multiple application pages. Most are simply filters of existing lists and most return matches for only a single database field. For the upgraded application DCA requires that the application provide users access to a more Google-like search experience. Ideally, a single application search bar should accept keywords and return ranked results across multiple database fields.
5.2.3	Consolidated User Roles	The existing NMCRIS application silos permissions into unnecessarily specialized/restrictive roles. Admin users must toggle between multiple application logons to accomplish basic administrative tasks. The upgraded NMCRIS application should consolidate related roles and ensure that admin users have the full suite of privileges available under a single application logon.
<b>5.3</b>	<b>Improved/Expanded Project Tracking (Desirable)</b>	

5.3.1	Expanded Record Status Tracking	<p>The existing NMCRIS application provides record statuses for each activity and resource as the associated records move through the chain of project review. However, the functionality is limited and bypasses certain stakeholders. The upgraded NMCRIS application should implement an improved/expanded process that allows all participants in the chain of review (e.g. recording agency, lead agency reviewer, SHPO reviewer, ARMS archivist) to update the status of a record as it is passed from one step to the next. Edit privileges to record statuses should be restricted based upon user role and record ownership. The statuses should be transparent (viewable) and intuitive to all users.</p>
5.3.2	Work Log Functions	<p>The upgraded NMCRIS application should permit each user to query the activities and resources currently assigned to his/her Agency as well as those individually assigned to him/her. The resulting report/list should be actionable, providing a direct link to each record for editing purposes.</p>
5.3.3	Incorporation of Compliance Records	<p>In addition to the Activity and Resource records currently maintained as digital files in NMCRIS, DCA would like to incorporate digital copies of various project compliance records (e.g. letters of compliance, stipulations, requests for additional info, MOA's, etc.). The application should make these additional files discoverable and accessible to all users. The application should provide an efficient and intuitive mechanism for DCA staff to upload these items to the file management system as part of their normal workflow. An ideal solution would also utilize templates to permit DCA users to auto-generate the most common types of compliance documents.</p>

5.3.4	Automated Notifications	The upgraded NMCRIS application should auto-generate email notifications to the Performing Agency and the Lead Agency when DCA has completed a project review. In ideal solution the notification emails would incorporate hyperlinks to associated digital compliance record(s).
<b>5.4</b>	<b>Streamlined Data Entry (Desirable)</b>	
5.4.1	Improved Keyboard Accessibility	Many NMCRIS power users would prefer to use a keyboard to perform certain tasks, particularly completing some of the application’s lengthy online forms. The current application has several issues which reduce keyboard accessibility. For instance, the tab order does not always reflect page layout. To the extent possible the upgraded application should employ proper tab order, shortcut keys, focus indicators, and other tools to ensure that users can complete all tabular data entry without the use of a mouse.
5.4.2	Streamlined DOE Entry	NMCRIS users must enter a Determination of Eligibility (DOE) for each cultural resource linked to a project. The current interface requires the user to open each resource record, navigate to the appropriate tab, and enter the required fields for one resource at a time. The upgraded NMCRIS application should modify this data entry workflow to allow the user to apply a single DOE action to multiple resource records simultaneously.
5.4.3	Streamlined Record Accessioning	The archivist must log in/accession each hard-copy cultural resource record that arrives at ARMS. The current interface requires the archivist to open each resource record, navigate to the appropriate tab, and update the record. The upgraded NMCRIS application should modify this data entry workflow

		to allow the archivist to accession multiple resource records simultaneously.
<b>5.5</b>	<b>Enhanced Reporting Capabilities (Desirable)</b>	
5.5.1	Expanded Activity and Resource Reports	The existing NMCRIS application generates Activity and Resource summary reports which users may download in multiple file formats. The upgraded NMCRIS application should expand the information content of these reports to include the additional fields added to the database (see Mandatory Specifications). The reformatted reports should expand/contract as necessary to display fields with unlimited characters without truncating the information or leaving excessive unused space. An ideal solution would also incorporate within the report a Map Service snapshot showing the Activity or Resource displayed against a selected reference layer and at an appropriate scale.
5.5.2	Improved Administrative Reporting	The Historic Preservation Division must submit certain administrative reports to partner agencies. Currently, the Division must perform several laborious manual queries to extract the required data. The upgraded NMCRIS application should automate these reports and allow DCA users to download the results in multiple file formats. The inclusion of all the required information may necessitate the addition of new database fields to the RDBMS and new inputs to online forms.

	Improved/Expanded Reporting Dashboard	The existing NMCRIS user interface includes a rudimentary reporting dashboard in the form of an application page (tab) that allows the user to choose the type of report and enter a single Activity or Resource number. With the upgraded application, DCA desires a more powerful and versatile reporting dashboard. The dashboard should include ALL application reports and present a more user-friendly and visually appealing interface. Access to certain administrative reports should be limited by user roles. The interface should also provide more versatility. For instance, the interface should allow the user to access multiple resource reports by entering a range of resource numbers.
<b>5.6</b>	<b>Enhanced Map Service Functionality (Desirable)</b>	
5.6.1	Improved Access to Feature Attributes	The information returned by the Map Identify tool within the existing NMCRIS Map Service is incomplete. Some fields are superfluous to the user (e.g. ObjectID). The upgraded NMCRIS application should return the attributes most useful to the user and exclude irrelevant fields. It is likely that the desired changes will require modifications to (or replacement of) existing application views within the RDBMS.
5.6.2	Key Markup Language (KML) Interoperability	The existing NMCRIS Map Service allows users to upload geographic representations of cultural surveys and resources in ESRI's shapefile format. However, many users do not have the desktop software necessary to create their own shapefiles and prefer to work in Google Earth. The upgraded NMCRIS application should permit users to upload and download geospatial data in either data format.

<b>5.7</b>	<b>Restrict Access to Sensitive Records</b>	
5.7.1	Restrict Access to Individual Records with RDBMS Tables based on User Role	<p>The Agency wishes to further restrict access to records about archaeological sites located on Tribal lands or otherwise deemed as sensitive information. However, the Agency does not wish to maintain these records in separate tables or databases.</p> <p>The upgraded NMCRIS application should permit HPD users to select (flag) individual records within larger tables and restrict all access to those selected records to only those users who have administrative-level roles and permissions.</p>
5.7.2	Restrict Access to Individual Features within Map Service Feature Classes	<p>The upgraded NMCRIS application should permit HPD users to select (flag) individual records within larger geospatial tables (feature classes). Map Service geographic features associated with these selected records should only be visible to users who have administrative-level roles and permissions.</p>
<b>5.8</b>	<b>Automated Data Exports</b>	

5.8.1	Generate large-scale data exports in File Geodatabase format	<p>The Agency provides large-scale database exports to several partner agencies. These exports are essentially full copies of the production database, with the exception that administrative data (billing info, user profiles, etc.) is excluded. The current workflow requires the manual export of individual shapefiles and dbfs. The process is cumbersome and table relationships must be reconstructed by the client(s).</p> <p>The upgraded NMCRIS application should auto-generate a standardized file geodatabase (FGDB) export that includes all the required spatial and non-spatial tables. The FGDB should also include relationship classes necessary to replicate and preserve the RDBMS schema.</p>
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## 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, including but not limited to a D&B report, unaudited financial statements, an affidavit from the president and the chief financial officer attesting to the accuracy of the unaudited financial statements, to enable the Evaluation Committee to assess the financial stability of the Offeror.

### 2. Performance Surety Bond

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A statement of concurrence must be submitted in the Offeror's proposal.**

### **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 actual dollar amount to complete all deliverables listed in IV. "DETAILED SCOPE OF WORK" above. 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 sub-category.

<b>Factors – correspond to section IV.B and IV C</b>	<b>Points Available</b>
Technical Specifications	325 (total of below)
B. 1. Organizational Experience	150
B. 2. Organizational References	75
B. 3. Oral Presentation	100
B. 4. Mandatory Specifications	
Normalized and Expanded Relational Database	Pass/Fail
Upgraded Map Service	Pass/Fail
Upgraded User Interface	Pass/Fail
Data Security	Pass/Fail
Updated Billing Component	Pass/Fail
B. 5. Desirable Specifications	375 (total of below)
Improved User Onboarding	60
Improved User Experience	60
Improved/Expanded Project Tracking	60
Streamlined Data Entry	60
Enhanced Reporting Capabilities	50
Enhanced Map Service Functionality	40
Restrict Access to Sensitive Records	20
Automated Data Exports	25
Business Specifications	
C.1. Financial Stability	Pass/Fail
C.2. Letter of Transmittal	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
C.4. Cost	300
<b>TOTAL</b>	<b>1,000 points</b>

### B. EVALUATION FACTORS

**1. B.1 Organizational Experience (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.

**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. Lack of a response will be awarded zero (0) points.

**3. B.3 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, the Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are required all Offerors will receive the same amount of total points for this evaluation factor).

**B.4 Mandatory Specifications**

Responses to Mandatory Requirements will be judged Pass/Fail.

**4. B.5 Desirable Specifications**

Points will be awarded based on the quality, organization and effectiveness of communication of the proposed solution and how well it meets DCA requirements. Offerors should respond in the form of a thorough narrative to each requirement request. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

**5. C.1 Financial Stability (See Table 1)**

Pass/Fail only. No points assigned.

**6. C.2 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

**7. C.3 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

**8. C.4 Cost (See Table 1)**

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

Lowest Responsive Offer Bid

-----  
This Offeror's Bid

X Available Award Points

**9. C.5. 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  
REQUEST FOR PROPOSAL

NEW MEXICO CULTURAL RESOURCE INFORMATION  
SYSTEM UPGRADE  
20 505 1000 00001

**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 G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 3:00PM on 12/16/2019. 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.

Name: Danelle Lucero, Chief Procurement Officer  
Address: New Mexico Department of Cultural Affairs  
407 Galisteo Street, Suite 264  
Santa Fe, NM, 87501

Telephone: (505) 827-6377  
Email: [danelle.lucero@state.nm.us](mailto:danelle.lucero@state.nm.us)

## **APPENDIX B**

### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## **Campaign Contribution Disclosure Form**

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

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

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

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature  
\_\_\_\_\_

\_\_\_\_\_  
Date

Title (position)

—OR—

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

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Signature

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Date

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Title (Position)



# APPENDIX C

## SAMPLE CONTRACT

### State of New Mexico

#### New Mexico Department of Cultural Affairs Information Technology Agreement Contract No. 20 505 1000 00001

THIS Information Technology Agreement (“Agreement” or “Contract”) is made by and between the State of New Mexico, **New Mexico Department of Cultural Affairs**, 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, all terms and conditions of the NEW MEXICO CULTURAL RESOURCE INFORMATION SYSTEM UPGRADE RFP #20 505 1000 00001 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 **[Insert Name]** or his/her Designated Representative.
- H. “Default” or “Breach” shall mean a violation of this Agreement by either failing to perform one’s own contractual obligations or by interfering with another Party’s performance of its obligations.
- I. “Deliverable” shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
- J. “Designated Representative” shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.
- K. “DoIT” shall mean the Department of Information Technology.
- L. “DFA” shall mean the Department of Finance and Administration; “DFA/CRB” shall mean the Department of Finance and Administration, Contracts Review Bureau.
- M. “Escrow” shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the Procuring Agency receives the legal document, in this case, Source Code.
- N. “Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.
- O. “Executive Level Representative” shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agency's executives or his/her Designated Representative.
- P. “GRT” shall mean New Mexico gross receipts tax.
- Q. “Intellectual Property” shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
- R. “Independent Verification and Validation (“IV&V”)” shall mean the process of evaluating a Project and the Project’s product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Agency.
- S. “Know How” shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.

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

## **ARTICLE 2 – SCOPE OF WORK**

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

- B. Performance Measures. The Contractor shall substantially perform to the satisfaction of the Procuring Agency the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the Procuring Agency may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the Procuring Agency of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the Procuring Agency from exercising its rights pursuant to Article 6 or Article 16.
- C. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the Procuring Agency without prior written approval, through the Amendment process, as defined in Article 25.
- D. License. Not Applicable. The Parties agree there is no License.
- E. Source Code. The Contractor shall deliver any and all software developed under the contract, including any maintenance releases or upgrades. The Application Deployment Package must be able to reproduce a fully operational application that includes all base application functionality, all cumulative release functionality and including the functionality, as documented, verified and supported by the Contractor, which comprises the new application release.
- F. The Procuring Agency's Rights.
1. Rights to Software. The Procuring Agency will own all right, title, and interest in and to the Procuring Agency's Confidential Information, and the Deliverables, provided by the Contractor, including without limitation the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and the associated documentation for purposes of this Section. The Contractor will take all actions necessary and transfer ownership of the Deliverables to the Procuring Agency, without limitation, the Custom Software and associated Documentation on Final Acceptance or as otherwise provided in this Agreement,
  2. Proprietary Rights. The Contractor will reproduce and include the State of New Mexico's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
  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**] including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

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

- C. Taxes.

The Contractor shall 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.

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

#### ARTICLE 4 – ACCEPTANCE

- A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Procuring Agency. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).
- B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:
1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
  2. Complies with the terms and conditions of the **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 thirty (30) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, thirty (30) 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 DFA/CRB.

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, within thirty (30) days of termination, to the Procuring Agency property in which the Procuring Agency has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the Procuring Agency;
  2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the Procuring Agency;
  3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Agency may direct, for orderly completion and transition;
  4. Take such action as the Procuring Agency may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
  5. Agree that the Procuring Agency is not liable for any costs arising out of termination and that the Procuring Agency is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
  6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Agency's programs;
  7. In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Procuring Agency's receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Agency the full amount of the reduction;



8. Should this Agreement terminate due to the Contractor's Default, the Contractor shall reimburse the Procuring Agency for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;
9. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the Procuring Agency for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the Procuring Agency and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the Procuring Agency or created by the Contractor under this Agreement, to the Procuring Agency, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Procuring Agency, the Contractor shall provide to the Procuring Agency a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Agency or created by the Contractor under this Agreement.

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

## **ARTICLE 8 – INDEMNIFICATION**

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

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

## **ARTICLE 9 – INTELLECTUAL PROPERTY**

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

## **ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION**

- A. Intellectual Property Indemnification. The Contractor shall and hereby does agree defend, indemnify, and hold harmless the Procuring Agency, the State of New Mexico, its employees and/or any other State of New Mexico body from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind resulting from 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 (2) 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:
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](mailto: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**

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

### **ARTICLE 18 - LIABILITY**

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property 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.

#### **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://insurenemexico.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**

Danelle Lucero, Chief Procurement Officer  
New Mexico Department of Cultural Affairs  
danelle.lucero@state.nm.us  
505-827-6377  
407 Galisteo, Ste. 260  
Santa Fe, NM, 87501

##### **For CONTRACTOR**

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

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

## ARTICLE 30 – GENERAL PROVISIONS

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

## ARTICLE 31 - SURVIVAL

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

### **ARTICLE 32 - TIME**

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

### **ARTICLE 33 – FORCE MAJEURE**

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

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

By: \_\_\_\_\_  
Debra Garcia y Griego, Cabinet Secretary  
New Mexico Department of Cultural Affairs

Date: \_\_\_\_\_

By: \_\_\_\_\_  
[Insert Contractor Name, Title]  
[Company Name]

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Douglas Patinka, Chief Information Officer  
New Mexico Department of Cultural Affairs

Date: \_\_\_\_\_

Approved for legal sufficiency:

By: \_\_\_\_\_  
Peter Ives, General Counsel  
New Mexico Department of Cultural Affairs

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Greg Geisler, Chief Financial Officer  
New Mexico Department of Cultural Affairs

Date: \_\_\_\_\_

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

CRS ID Number: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation & Revenue Department

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

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Department of Finance and Administration,  
Contracts Review Bureau

## **EXHIBIT A – SCOPE OF WORK**

I. Purpose of the Agreement:

This agreement will result in the upgrade of existing software and creation of new software functionality within the web-based New Mexico Cultural Resources Information System.

**Certified Project Name: NMCRIS Upgrade**

II. Performance Measures:

The Contractor shall substantially perform to the satisfaction of the Department of Cultural Affairs the deliverables set forth below.

III. Activities:

The scope of work of this agreement includes all aspects of the software development process including planning and project management, design, implementation, testing, deployment, and maintenance of the NMCRIS software system. Contractor will work with DCA, its content experts, information technology specialists, and designers in a process that incorporates prototyping and iterative development and results in a fully functional software system.

IV. Deliverables:

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

### **Sample Deliverable Number 1 Project Plan and Documentation**

<b><u>Deliverable Name</u></b>	<b><u>Due Date</u></b>	<b><u>Compensation</u></b>
Project Plan and Documentation	Date this Deliverable is due	\$ Amount less retainage

Task Item	Sub Tasks	Description
Creation of Project Plan and Documentation		Creation of a risk assessment, implementation plan, and project schedule;

		Creation of an Application Development Plan, to be approved by the Agency, that thoroughly details all proposed modifications to the existing NMCRIS application, including the programming languages, libraries, and frameworks to be used for custom programming and the use of any COTS software applications, including all licensing requirements;
		Creation of an Application Testing Plan, to be approved by the Agency;
		Creation of system documentation identifying all security measures to protect the system and ensure the integrity and confidentiality of the data;

**Sample Deliverable Number 2 Test Instance**

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Creation of a test instance	Date this Deliverable is due	\$ Amount less retainage

Task Item	Sub Tasks	Description
Creation of a test instance		Creation of a test instance of the full system that can be remotely accessed by DCA staff to allow ongoing, iterative testing of the application;
		Installation and configuration of the latest available version of ESRI's ArcGIS Server on DCA servers;

**Sample Deliverable Number 3 Database Improvements and File Management System**

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Database Improvements and File Management System	Date this Deliverable is due	\$ Amount less retainage

Task Item	Sub Tasks	Description
Database Improvements and File Management		Normalization and expansion of the current application databases and the migration of all existing data, as needed;



System		
		Redesign of the existing file management system and migration of all digital files to the new system, as needed;

**Sample Deliverable Number 4 Produce Application**

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Produce Application	Date this Deliverable is due	\$ Amount less retainage

Task Item	Sub Tasks	Description
		Modification of existing application code and/or the development of new code as necessary to fully implement a solution that meets the mandatory and desirable technical specifications;
		Resolution of all security issues identified through an independent Application Security Review;
		Management of the implementation of the system from initial stages through final installation, including the installation and configuration of the system on DCA servers and the migration of all data, as needed.
		Creation of system documentation capable of providing current and future DCA staff with the knowledge to maintain, update, consume, and expand the NMCRIS and its data.
		Creation of an Entity Relationship Diagram that thoroughly documents the architecture of the relational database management system, including all tables, relationships, primary and foreign keys, and application views.

**Sample Deliverable Number 5 Provide Training**

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Provide Training	Date this Deliverable is due	\$ Amount less retainage

Task Item	Sub Tasks	Description
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Provide Administrator Training		Presentation of no less than one (1) four-hour training session at a DCA-owned facility for up to eight (8) DCA staff members in the administration and maintenance of the NMCRIS.
Provide User Training		Presentation of no less than one (1) four-hour training session at a DCA-owned facility for up to twenty-four (24) DCA staff members in use of the NMCRIS

**Sample Deliverable Number 6 Ongoing Maintenance and Support**

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Produce Application	Date this Deliverable is due	\$ Amount less retainage

Task Item	Sub Tasks	Description
Technical and logistical support		Provide technical and logistical support for a period of three (3) months after system installation is finished; and
Warranty period		Provide a three (3) month period of warranty during which the vendor will make any necessary changes



## APPENDIX D

### COST RESPONSE FORM

#### Professional Services

Please add additional items or additional details as necessary.

ITEM	DESCRIPTION	Total Cost
<b>Project Management Documentation</b>	Estimated cost for creation of risk assessment, implementation plan, project schedule, system security documentation, Application Development Plan, and Application Testing Plan as indicated in Section IV, Paragraph A, Detailed Scope of Work.	
<b>Normalized and Expanded Relational Database</b>	Include estimated costs of redesign and development of backend system(s) as indicated in Section IV, Paragraph B.4, Mandatory Specifications . Do not include licensing costs.	
<b>Upgraded Map Service</b>	Include estimated costs to install and configure the latest available version of ESRI's ArcGIS Server on DCA Servers and publish the upgraded map service with the data transformations and features described in Section IV, Paragraph B.4, Mandatory Specifications. Do not include licensing costs.	
<b>Upgraded User Interface</b>	Include estimated costs to modify/develop an application user interface that meets all specifications detailed in Section IV, Paragraph B.4, Mandatory Specifications. Do not include licensing costs.	
<b>Data Security</b>	Include estimated costs to implement all application security measures necessary to meet all data security requirements detailed in Section IV, Paragraph B.4, Mandatory Specifications.	
<b>Updated Billing Component</b>	Include estimated costs to develop updated billing component(s) as detailed in Section IV, Paragraph B.4, Mandatory Specifications.	

<b>Improved User Onboarding</b>	Include estimated costs for modifications required to implement the user onboarding features detailed in Section IV, Paragraph B.5, Desirable Specifications.	
<b>Improved User Experience</b>	Include estimated costs for modifications required to implement the user experience features detailed in Section IV, Paragraph B.5, Desirable Specifications.	
<b>Improved/Expanded Project Tracking</b>	Include estimated costs for modification/development and implementation of the project tracking features detailed in Section IV, Paragraph B.5, Desirable Specifications.	
<b>Streamlined Data Entry</b>	Include estimated costs for modification/development and implementation of the data entry streamlining features detailed in Section IV, Paragraph B.5, Desirable Specifications.	
<b>Enhanced Reporting Capabilities</b>	Include estimated costs for modification/development and implementation of the enhanced reporting features detailed in Section IV, Paragraph B.5, Desirable Specifications.	
<b>Enhanced Map Service Functionality</b>	Include estimated costs for development and implementation of the NMCRIS Map Service features detailed in Section IV, Paragraph B.5, Desirable Specifications.	
<b>Restrict Access to Sensitive Records</b>	Include estimated costs for development and implementation of measures required to restrict access to records as detailed in Section IV, Paragraph B.5, Desirable Specifications.	
<b>Automated Data Exports</b>	Include estimated costs for development and implementation of the automated data export capabilities detailed in Section IV, Paragraph B.5, Desirable Specifications.	
<b>Documentation</b>	Include all costs associated with the creation of the NMCRIS system documentation as	

	indicated in Section IV, Paragraph A, Detailed Scope of Work.	
<b>Training</b>	Include all costs associated with the presentation of the on-site training sessions described in Section IV, Paragraph A, Detailed Scope of Work.	
	<b>Total</b>	

### Software license and fees

DCA will procure the licensing and maintenance for Microsoft Windows Server, Microsoft SQL Server, ESRI ArcGIS Server, and any ArcGIS Desktop licenses. Include an itemized list of licensing and maintenance costs of any other third party licensed software required in the proposed approach. Please add additional items as necessary.

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Initial Year Cost</b>	<b>Recurring Costs, Year 2</b>	<b>Recurring Costs, Year 3</b>	<b>Recurring Costs, Year 4</b>
<b>Dependent Software Licenses</b>	Total cost (if any) of licenses for all third party licensed software required in the proposed approach.				
<b>System Maintenance &amp; Support</b>	Include any ongoing <i>required</i> costs of system maintenance and support				
	<b>Total</b>				

### Miscellaneous

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Total Cost</b>

	<b>Total</b>	

## **APPENDIX E**

### **LETTER OF TRANSMITTAL FORM**



**APPENDIX E**  
**Letter of Transmittal Form**

RFP#: \_\_\_\_\_

Offeror Name: \_\_\_\_\_ FED ID# \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of any resultant contract OR

The following sub-contractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

\_\_\_\_\_  
(Attach extra sheets, as needed)

7.  On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

I acknowledge receipt of any and all amendments to this RFP.

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

## **APPENDIX F**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

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

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

Name: Danelle Lucero, Chief Procurement Officer  
Address: New Mexico Department of Cultural Affairs  
407 Galisteo, Suite 264  
Santa Fe, NM, 87501

Email: [danelle.lucero@state.nm.us](mailto:danelle.lucero@state.nm.us)

by February 17, 2020 for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

**RFP # 20 505 1000 00001**  
**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 Cultural Affairs via e-mail at:

Name: Danelle Lucero, Chief Procurement Officer  
Address: New Mexico Department of Cultural Affairs  
407 Galisteo, Suite 264  
Santa Fe, NM, 87501

Email: [danelle.lucero@state.nm.us](mailto:danelle.lucero@state.nm.us)

no later than February 17, 2020, 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 Specialist listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	
<b>Project description;</b>	
<b>Project dates (starting and ending);</b>	
<b>Technical environment for the project your providing a reference</b> (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

**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)

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:

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: