



**The State of New Mexico
General Services Department/State Purchasing Division**

In conjunction with



Request for Proposals

New Mexico Solicitation Number 20-00000-21-00021

**NASPO ValuePoint RFP for
Temporary Employment Services**

RFP Issuance Date: December 21, 2021

RFP Due Date: January 31, 2022, no later than 3:00 pm MT

ELECTRONIC PROPOSAL SUBMISSION ONLY

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RFP Administrative Information

RFP Title:	Temporary Employment Services
RFP Project Description: (See Section 1.1)	The State of New Mexico, in conjunction with NASPO ValuePoint, is seeking Contractor(s) to provide Temporary Employment Services
RFP Lead: (See Section 1.2)	Name: Natalie Martinez Address: State Purchasing Division 1100 St. Francis Dr., Room 2016 Santa Fe, NM 87505 Telephone: 505-690-5977 Email: natalie.martinez1@state.nm.us
RFP Release Date: (See Section 2.1)	December 21, 2021
Pre-Proposal Conference: Pre-Proposal Conference Location: (See Section 2.1.3)	December 30, 2021, 10AM (Mountain Time) Via Teams Meeting: Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 505-312-4308,887022173# United States, Albuquerque Phone Conference ID: 887 022 173#
Deadline To Submit Questions: (See Sections 2.1 and 2.1.4)	January 10, 2022, 5:00PM (Mountain Time) All questions, including those about Terms and Conditions, must be submitted through eProNM. Questions must be submitted by the question deadline date.
Question & Answers Published: (See Section 2.1)	January 17, 2022 (this date is approximate and determined by the number of questions received)
Proposal Submission Due Date and Time: (See Section 2.1.6)	January 31, 2022 (3:00PM Mountain Time)
Submit sealed proposal: MANUAL PROPOSALS ARE NOT ACCEPTABLE. ONLY ELECTRONIC SUBMITTALS WILL BE ACCEPTED PRIOR TO THE CLOSING DATE AND TIME. Submit electronically ONLY via eProNM: (See Section 4)	Electronic Submission: https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico

Initial Term of Contract and Renewals: (See Attachment A, Section 3)	The initial term of the Contract will be two (2) years with the option, upon mutual written agreement, for three (3) additional renewal periods of one (1) year each. Upon mutual agreement, the contract may be extended or amended.
TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN <u>ATTACHMENT A</u> OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS, WHICH MUST BE INCORPORATED INTO YOUR BASE PRICE. OTHER STATES MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT.	

SECTION 1: NASPO Value Point Solicitation - General Information

1.1. Purpose

The State of New Mexico, General Services Department/State Purchasing Division (Lead State) is requesting proposals for *Temporary Employment Services* in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposal (RFP) is to establish **Master Agreements** with qualified Offerors to provide **Temporary Employment Services** relating, but not limited, to: **Administrative Support (including Office, Clerical, and Sales), Commercial/Industrial Workers, Healthcare Staffing Services, Information Technologies, and Professional Services**, as defined within the scope of this RFP for all Participating States. Offerors must have the capability to provide Temporary Employment Services to all Participating States throughout the United States (including Alaska, Hawaii, and the District of Columbia). No individual state awards will be considered.

Awarded Offerors shall be independent contractors and not employees of the State of New Mexico or Participating Entities. The Awarded Offeror's staff, including temporary assigned individuals, shall also not be considered employees of the Participating Entities. **This RFP and resulting contracts are intended for Temporary Employment Services only and not intended for job placement services.**

The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than are obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities.

The successful Offeror(s) shall provide Procuring Agencies with Temporary Employment Services as described in the **Scope of Work (Attachment B)** of this RFP. The **Master Agreement(s)** resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions.

The initial term of the **Master Agreement** shall be for two (2) years with renewal provisions as outlined in **Section II.2.1** of the **NASPO ValuePoint Master Agreement Terms and Conditions (Attachment A)**.

It is anticipated that this RFP may result in **Master Agreement** awards to multiple contractors, a single contractor, or by individual categories in the Lead State's discretion. Offeror may provide all categories, or individual categories. Offeror must specifically identify each category being proposed in their response.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service

and value consistent with state requirements.

This will be a new **Master Agreement** for the State of New Mexico and NASPO ValuePoint that will replace the current Temporary Employment Services (50-000-15-00058) Master Agreements.

1.2. Lead State, Solicitation Number and Lead State Contract Administrator

The State of New Mexico General Services Department, State Purchasing Division is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation #20-00000-21-00021. This solicitation number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified below is the **Single Point of Contact** during this procurement process. Offerors and interested parties shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, change, clarification, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting **Master Agreement**. The Lead State Contract Administrator/Procurement Manager designated by the State of New Mexico, General Services Department, State Purchasing Division is:

Natalie Martinez, Lead State Administrator
State of New Mexico, General Services Department/State Purchasing Division
Natalie.Martinez1@state.nm.us
Phone: 505-690-5977

1.3. Definitions

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

- A. **“Administrative Support (Including Office and Clerical)”** Occupations in which workers are responsible for day-to-day operations such as internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. May include but is not limited to bookkeepers, messengers, clerk-typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks, office machine and computer operators, legal assistants, cashiers, and toll collectors.
- B. **“Agency”** means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
- C. **“Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
- D. **“Business Hours”** means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
- E. **“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
- F. **“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 §§57-

3-A-1 through 57-3A-7, NMSA 1978, See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

- G. **"Contractor"** means any business having a contract with a state agency or local public body.
- H. **"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.
- I. **"Desirable"** – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.
- J. **"Electronic Submission"** means a successful submittal of Offeror's proposal in the eProNM system, in such cases where eProNM submissions are accepted.
- K. **"Electronic Version/Copy"** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain.
- L. **"Evaluation Committee"** means a body appointed to perform the evaluation of Offerors' proposals.
- M. **"Evaluation Committee Report"** means a report prepared by the Lead State Administrator and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
- N.
- O. **"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.
- P. **"Fully Loaded Labor Rate"** means the proposed maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
- Q. **"IT"** means Information Technology.
- R. **"Lead State Administrator"** means the Procurement Manager designated by the lead state to solicit and administer the Temporary Employment Services portfolio.
- S. **"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 may result in the rejection of the Offeror's proposal.
- T. **"Minor Irregularities"** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement. These may include but are not limited to corrections of deficiencies or clarification of ambiguities that, in the judgment of the Lead State, do not require a comprehensive proposal rewrite or do not affect price, quantity or quality.
- U. **"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.
- V. **"Offeror"** is any person, corporation, or partnership who chooses to submit a proposal.
- W. **"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.
- X. **"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.

- Y. **“Procuring Agency”** means all agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
- Z. **“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.
- AA. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in **Section 3.14** of this RFP) blacked-out BUT NOT omitted or removed.
- BB. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- CC. **“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.
- DD. **“Responsive Offer”** means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
- EE. **“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 Lead State Administrator. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Lead State Administrator in such cases.
- FF. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
- GG. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
- HH. **“State (the State)”** means the State of New Mexico.
- II. **“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.
- JJ. **“State Purchasing Agent”** means the Director of the State Purchasing Division of the General Services Department.
- KK. **“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 the Offeror’s proposal. (E.g., “We concur,” “Understands and

Complies,” “Comply,” “Will Comply if Applicable,” etc.)

LL. “**Subcontractor**” means a business agreeing to perform part or all the obligations of the awarded Contractor. This does not include those persons provided to Purchasing Entities under the awarded contracts to fulfill temporary services.

MM. “**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.

1.4. Procurement Library

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

- Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
- [Active Procurements | NM GSD \(state.nm.us\)](https://state.nm.us)

NASPO ValuePoint Website: [Solicitation Information - NASPO ValuePoint](#)

1.5. NASPO ValuePoint Background Information

NASPO ValuePoint is the cooperative contracting arm of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia, and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and Political Subdivisions (i.e. colleges, school districts, counties, cities etc.) and other eligible entities (i.e. Non-Profit Organizations, etc.) for all States, the District of Columbia, and territories of the United States. For more information, consult the NASPO website(<http://www.naspo.org>) and the NASPO ValuePoint website (<http://www.naspovaluepoint.org>).

1.6. Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: **Hawaii, Maine, New Jersey, South Dakota**. Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to Offerors to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States’ terms and conditions. The Participating States shall negotiate these terms and conditions directly with the supplier. State-specific terms and conditions are included in **Attachments J**.

1.7. Historical Data and Anticipated Usage

Between February 2017 and April 2021, this contract was used to procure a total of \$184.61

million worth of services. Anticipated usage for this contract, taken from information provided by states who have indicated an interest in participating (listed in **Attachment I**) is approximately \$83,767,657.00. No minimum or maximum level of sales volume is guaranteed or implied.

SECTION 2: Solicitation Requirements, Information, and Instructions to Offerors

This section of the RFP contains the **Schedule of Events**, the descriptions of each event, and the conditions governing this procurement. **Schedule of Events**

The Lead State Administrator will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Lead State	December 21, 2021
2. Acknowledgement of Receipt	Potential Offerors	December 30, 2021
3. Pre-Proposal Conference	Lead State	December 30, 2021
4. Deadline to submit Questions	Potential Offerors	January 10, 2022
5. Response to Written Questions	Lead State Administrator	January 18, 2022
6. Submission of Proposal Due Date	Potential Offerors	January 31, 2022 No later than 3:00 pm MST/MDT
7. Proposal Evaluation and Award	Evaluation Committee	January 31 –February 14, 2022
8. Finalize Contractual Agreements	Lead State/Finalist Offerors	February/March 2022
9. Contract Awards	Lead State/ Finalist Offerors	March 2022 Upon approval
10. Protest Deadline	Lead State	+15 days

*Dates indicated in Events 7-10 are estimates only and may be subject to change without necessitating an amendment to the RFP.

All times are Mountain Time unless indicated otherwise.

1.2. Explanation of Events

The following items describe the activities listed in the **Schedule of Events** shown above.

2.2.1 Issuance of RFP

This RFP is being issued by the New Mexico General Services Department/State Purchasing Division in conjunction with NASPO ValuePoint Cooperative Purchasing Program (NASPO ValuePoint) on the date listed above in the Schedule of Events.

2.2.2 Acknowledgement of Receipt Form Due

Potential Offerors may e-mail the **Acknowledgement of Receipt Form** (**APPENDIX A**),

to the Lead State Administrator at Natalie.Martinez1@state.nm.us, to have their organization placed on the procurement Distribution List. The form must be returned to the Lead State Administrator by 3:00 pm MST/ MDT on the date indicated in **Section 2.1 Schedule of Events**.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the **Acknowledgement of Receipt Form** does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the **Acknowledgement of Receipt Form**, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the **Procurement Library (Section 1.4)** responses to written questions and any amendments to the RFP.

2.2.3 Pre-Proposal Conference

A pre-proposal conference will be held as indicated in **Section 2.1 Schedule of Events**, beginning at 10:00 a.m. MST/MDT via MicroSoft Teams ([Click here to join the meeting](#))

Potential Offeror(s) are encouraged to submit written questions to the Lead State Administrator in advance of the conference (see **Section 1.2**). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the Pre-proposal Conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in **Section 2.1 Schedule 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 is not a prerequisite for submission of a proposal.

2.2.4 Deadline to Submit Written Questions

Any inquiries or requests regarding this procurement must be submitted, in writing, to the Lead State Contract Administrator, by the date and time noted in **Section 2.1 Schedule of Events**, in order to be considered. Written questions must be submitted **via** eProNM, New Mexico's electronic procurement system:

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico>

(See **Section 1.2. Lead State, Solicitation Number and Lead State Contract Administrator**)

Other state employees or Evaluation Committee members do not have the authority to respond to any inquiries on behalf of the Lead State.

The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, so Offeror's are cautioned about including context in questions that may reveal the source of questions.

2.2.5 Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in **Section 2.1 Schedule of Events**, to all potential Offerors who timely submitted an **Acknowledgement of Receipt Form (Section 2.1.2 and APPENDIX A)**.

An electronic version of the Questions and Answers will also be posted to: [Active Procurements | NM GSD \(state.nm.us\)](#)

2.2.6 Proposal Due Date

Proposals must be received by the posted due date and time as described in the **Schedule of Events, Section 2.1** of this RFP. Proposals received after the deadline will be late and ineligible for consideration.

2.2.7 Evaluation and Award

The Lead State Administrator is required to verify each of the proposals submitted complies with the mandatory requirements before submitting the proposals to the evaluation committee for review. The Lead State Administrator will provide the Evaluation Committee with the evaluation criteria for scoring the proposals. The evaluation criteria are taken directly from the RFP.

Adhering to the **Schedule of Events** is important; however, there are times that the dates listed in the **Schedule of Events** may be subject to change.

SECTION 3: General Requirement

3.1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section, by signing the **Letter of Transmittal (APPENDIX B)**. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in **Section 5** of this RFP.

3.2. RFP Addenda

Formal changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the Lead State.

The Lead State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the New Mexico's eProcurement System or website to obtain RFP addenda or other information relating to the RFP.

[Active Procurements | NM GSD \(state.nm.us\)](#)

3.3. 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 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 Procuring Agency which may derive from this RFP. **The Procuring Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.**

3.4. 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 Participating Entity awarding any resultant contract, before any subcontractor is used during the term of this agreement. Accordingly, offerors must provide a list of proposed subcontractors (if any) with their offer.

3.5. 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 Lead State personnel will not merge, collate, or assemble proposal materials.

3.6. Firm Offers

Responses to this RFP, including proposed costs, will be considered firm for (180) days after the proposal due date.

3.7. Cancellation of Procurement

This RFP may be canceled at any time up until the time of award of the **Master Agreement(s)** if the Lead State determines such action to be in the collective best interests of Participating States.

3.8. Sufficient Appropriation

Any resulting awards of **Master Agreements** under this solicitation will not obligate funds. Orders placed against resulting **Master Agreements** may be terminated by participating entities if sufficient funds do not exist. Such terminations will be effected via written notice.

3.9. Legal Review

The Lead State 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 Lead State Administrator.

3.10. Governing Laws and Regulations

This procurement is conducted by the Lead State Purchasing Division in accordance with the Lead State Procurement Code.

This procurement shall be governed by the regulations and laws of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in New Mexico. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in **Section 14.12** of the NASPO ValuePoint Master Agreement Terms and Conditions in **Attachment A**.

3.11. Basis for Proposal

Only information supplied, in writing, by the Lead State through the Lead State Administrator or in this RFP should be used as the basis for the preparation of Offeror proposals.

3.12. Contract Terms and Conditions

The contract between a Procuring Agency and a contractor will follow the format specified by the Lead State and contain the terms and conditions set forth in the NASPO ValuePoint Master Agreement Terms and Conditions and, for New Mexico Procuring Agencies, the Lead State Participating Addendum. However, the Procuring Agency reserves the right to negotiate provisions in addition to those contained in this RFP with any Offeror. The contents of this RFP, as revised and/or supplemented, and selected portions of the successful Offeror's proposal may be incorporated into and become part of any resultant contract.

The Lead State discourages exceptions from the contract terms and conditions as set forth in the Master Agreement. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Lead State (and the 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 strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The Lead State may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Master Agreement are not acceptable to the Lead State 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 a 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.

3.13. 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. See **Sections 3.16 and 3.17** for requirements.

3.14. Confidential Information

Offerors should be aware that marking any portion of a Proposal as “confidential,” “proprietary” or “trade secret” may exclude it from evaluation or consideration for award. In the event that a limited amount of confidential and proprietary information is deemed necessary by the Offeror to respond to solicitation, any such information must be included in unredacted portion of the Offeror’s proposal response clearly marked as “CONFIDENTIAL AND PROPRIETARY INFORMATION”. Do not incorporate confidential and proprietary information throughout the proposal response. Rather, provide a reference in the proposal response directing the reader to the CONFIDENTIAL AND PROPRIETARY INFORMATION section. Elements of the proposal that define the contractual requirements, such as approaches to the statement of work, prices, and schedule, may not be marked as confidential and proprietary. Proposals not complying with these instructions for identification and segregation of confidential and proprietary information may be rejected.

Information included in the CONFIDENTIAL AND PROPRIETARY INFORMATION section of an Offeror’s proposal is not automatically accepted and protected. All information identified in the CONFIDENTIAL AND PROPRIETARY INFORMATION section will be subject to review by the Lead State in accordance with the procedures prescribed by the Lead State’s open records statute, freedom of information act, or similar law.

- 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 Lead State Administrator 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. An additional but separate, redacted version of the offeror’s proposal, as outlined and identified in Section 4.2.1.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of the Offer’s proposal.

Confidential data is restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.

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 Lead State Administrator 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 information.

3.15. 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.

3.16. Right to Accept All or Portion of Proposal

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the Offeror so restricts its Proposal, the Lead State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and the NASPO ValuePoint Cooperative Purchasing Program. The Lead State may otherwise determine at their sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

3.17. 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 Lead State and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

3.18. 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.

3.19. Right to Waive Minor Irregularities

The Lead State and the Evaluation Committee reserve the right to waive minor irregularities in the proposal. The Lead State and the Evaluation Committee also reserve 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 Lead State and the Evaluation Committee.

3.20. Change in Contractor Representatives and Key Personnel

The Lead State reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Lead State, adequately meeting the needs of the Procuring Agencies.

The Lead State also reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

3.21. Notice of Penalties

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

3.22. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

3.23. Ownership or Disposition of Proposals and other Materials submitted

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

3.24. 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.

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 Lead State / Procuring Agency written permission.

3.25. Electronic mail address required

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

3.26. 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 Procuring Agency Lead State, the Offeror acknowledges that the version maintained by the Procuring Agency Lead State shall govern. Please refer to:

http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

3.27. Certification of Non-Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

SECTION 4: Response Format and Organization

4.1 Proposal Submission Instructions

At this time, only **electronic** proposal submissions will be allowed. **Do not** submit hard copies until further notice.

ALL PROPOSALS MUST BE RECEIVED BY THE LEAD STATE ADMINISTRATOR OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON THE DATE INDICATED IN **SECTION 2.1 SCHEDULE OF EVENTS. NO LATE PROPOSAL CAN BE ACCEPTED.**

The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks “OK” after “Review and Submit.” Such electronic submissions will be considered sealed in accordance with statute.

Proposals must be submitted electronically through the Lead State’s eProNM electronic procurement system. Refer to Section 4.2 for instructions. Proposals submitted by facsimile, or other electronic means other than through the Lead electronic e-procurement system, will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, 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.

4.2 Proposal Content, Format Requirements, and Electronic Responses (Lead’s E-procurement System eProNM)

Proposals in response to this RFP must be submitted through State Purchasing’s electronic procurement system ONLY:

(<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico>),

The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front page of each upload

1. **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section 4.4 Proposal Format and Organization**. All information for the Technical Proposal **must be combined into a single file/document for uploading.** *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must*

be the least number of uploads necessary to fall under the 50mb limit. The Technical Proposals **SHALL NOT** contain any cost information.

- i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in **Section 1.3.H** and detailed in **Section 3.14**, Offeror **must** submit **two (2) separate ELECTRONIC technical files:**
 - One (1) ELECTRONIC version of the requisite proposals identified above as **unredacted** (def. **Section 1.3.MM**) versions for evaluation purposes; and
 - One (1) **redacted** (def. **Section 1.3.BB**) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file.
2. **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading.** *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

For technical support issues contact (505) 795-1894 or (505) 795-1076

The ELECTRONIC proposal submission **must be fully uploaded** in SPD's eProNM system by the submission deadline in **Section 2.1**.

*It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via the eProNM system by the deadline set forth in this RFP. The eProNM system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, **allow adequate time for large uploads and to fully complete your submittal by the deadline.** A submission that is not both: (1) fully complete; and (2) received, via the eProNM system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the eProNM system by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE OFFER CAN BE ACCEPTED.***

Any proposal that does not adhere to the requirements of this **Section 4 Response Format and Organization** may be deemed non-responsive and rejected on that basis.

4.3 Confidential or Proprietary Information
Offerors should be aware that marking any portion of a Proposal as "confidential", "proprietary" or "trade secret" may exclude it from evaluation or consideration for award.
In the event that a limited amount of confidential and proprietary information is deemed necessary

by the Offeror to respond to this solicitation, any such information must be included as indicated above. Do not incorporate confidential and proprietary information throughout the proposal response. Rather, provide one unredacted version for evaluation purposes and one redacted version (information blacked out and not omitted or removed) for the public file. Elements of the proposal that define the contractual requirements, such as approaches to the statement of work, prices, and schedule, may not be marked as confidential and proprietary. Proposals not complying with these instructions for identification and segregation of confidential and proprietary information **may be rejected** and deemed non-responsive.

4.4 Proposal Format and Organization

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must 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.

4.4.1. Technical Proposal – DO NOT INCLUDE ANY COST IN THE TECHNICAL PROPOSAL.

- A. Signed Campaign Contribution Disclosure Form
- B. Signed Letter of Transmittal
- C. Table of Contents
- D. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
 - a. Business Requirements
 - i. Company Profile
 - ii. Business Profile
 - 1. Customer Service/Service Delivery Strategy
 - 2. Candidate Qualifications
 - 3. Government Relations
 - iii. Protection of Sensitive Information
 - b. Technical Requirements
 - i. Scope of Work
- E. Response to Contract Terms and Conditions (from Section 3.12)
- F. Offeror's Additional Terms and Conditions (from Section 3.13)
- H. Other Supporting Material

4.4.2 Cost Proposal:

Completed **Cost Response Form (Attachment C)**

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. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal 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. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

SECTION 5: Evaluation and Award

5.1 Right to Waive Minor Irregularities

The Lead State in its sole discretion reserves the right to waive minor irregularities in the proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that, in the judgment of the Lead State, do not require a comprehensive proposal rewrite or do not affect price, quantity or quality. The Lead State also reserves the right at its sole discretion to waive certain mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and the failure to do so does not materially affect the procurement.

Clarifications not amounting to proposal revisions may, in the Lead State's sole discretion, be conducted with Offerors who submit Proposals for the purpose of determining if a proposal is responsive and reasonably susceptible to being selected for Award. The Lead State Administrator may communicate with an Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications are those communications that do not result in a material change to the proposal.

The Lead State reserves the right to Award on receipt of initial proposals (as clarified) without an opportunity for discussion, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for clarification(s). In conducting discussions regarding clarification(s), there shall be no disclosure of any information derived from proposals submitted by competing vendors.

Unless otherwise specified in this RFP, the apparently successful Offeror(s) may be required to submit for the most current reported period and a reasonable number of previous years (in order of preference): an audited statement; a financial statement reviewed by a certified public accountant; a third-party prepared financial statement if an audited or reviewed statement is not available; or another financial statement prepared in the routine course of the Offeror's business, to assist the Lead State in making its determination of Offeror responsibility in the context of the categories and geographical scope being proposed.

5.2 Discussions with Offerors

The Lead State 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, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Discussions **SHALL NOT** be initiated by the Offerors. In conducting discussions, there shall be no disclosure of any information

derived from proposals submitted by competing Offerors.

Offerors shall submit additional information to the lead State Contract Administrator as needed or requested during discussions.

5.3 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.

5.4 Evaluation Factors	
• Signed Letter of Transmittal (APPENDIX B)	Pass/Fail
• Signed Campaign Contribution Disclosure Form (APPENDIX C)	Pass/Fail
Evaluation Factors (correspond to Section 6.7 and 6.8)	Points Available
6.7 Business Requirements	
6.7.1 Company Profile	Pass/Fail
6.7.2 Business Profile	
1) Customer Service/Service Delivery Strategy	125
2) Candidate Qualifications	120
3) Government Relations	35
6.7.3 Protection of Sensitive Information	70
6.8 Technical Requirements	
Attachment A, Scope of Work	350
7.0 Price and Cost	
Attachment C, Price and Rate	300
TOTAL	1000 points

Table 1: Evaluation Point Summary

5.4 Evaluation Factors

5.4.1 Signed Letter of Transmittal (**APPENDIX B**)

Pass/Fail only. No points assigned.

5.4.2 Signed Campaign Contribution Disclosure Form (**APPENDIX C**)

Pass/Fail only. No points assigned.

5.4.3 Company Profile

Pass/Fail only. No points assigned.

5.4.4 Business Profile

Points will be awarded based on the quality, organization, and effectiveness of the information presented. Points will also be awarded based on the completeness and relevance of the Offeror's response – including but not limited to proposed approach, technology architecture, use of tools

and methods – to the technical specifications and requirements of this RFP. Offerors must include evaluation criteria based on **Section 6.7**.

5.4.5 Protection of Sensitive Information

Points will be awarded based on the quality, completeness, and relevance of the Offeror's response – including but not limited to their company's compliance with HIPAA requirements, **Section 6.7**.

5.4.6 Technical Requirements- Scope of Work

Points will be awarded based on the quality, completeness, and relevance of the Offeror's response – including but not limited to proposed approach, technology architecture, use of tools and methods – to the technical specifications and requirements of this RFP, **Section 6.8**.

5.4.7 Cost (Attachment C)

The Lead State will use a weighted average formula. The points assigned to each Offeror's Administrative Service Fee Category will be based on the lowest Administrative Service Fee for each Category proposed. The Offeror with the lowest proposed Administrative Service Fee for each Category will receive 100% of the available cost points for that Category. All other Offerors will receive a portion of the total cost points based on what percentage higher their proposed Administrative Service Fee is than the Lowest Proposed Administrative Service Fee. The formula to compute **each** Category is:

$$\left[\begin{array}{l} \text{Lowest Responsive} \\ \text{Administrative Service Fee} \\ \hline \text{This Offeror's} \\ \text{Administrative Service Fee} \end{array} \right] \times \text{Available Points (300 pts)}$$

5.5 Evaluation Process

5.5.1 Initial Review

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.

The Lead State Administrator may contact the Offeror for clarification of the response.

5.5.2 Responsive Proposals

All responsive proposals will be evaluated on the factors in **Section 5**, which have been assigned a point value in **Section 5**. Of these responsive proposals, in accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in **Section 5** will be recommended for award (as specified in **Section 5.11**). Please note, however, that a serious deficiency in the response to any one

factor may be grounds for rejection regardless of overall score.

5.5.3 Non-Cost Factors Evaluation

Each evaluation team member will independently evaluate the Offeror's Non-Cost Factor responses and assign points as indicated in the Evaluation Point Summary Table. Each evaluator's non-cost factor points will then be averaged and added to Offeror's cost points to determine Offeror's total evaluation score.

5.6 Clarification

The Lead State Administrator may contact the Offeror for clarification of the response as specified in **Section 5.2**.

5.7 Other Source

The Evaluation Committee may use other sources to perform the evaluation as specified in **Section 3.18**.

5.8 Award of Master Agreement(s)

Award shall be made to the offeror(s) whose proposal is the most advantageous to the State of New Mexico and NASPO ValuePoint, taking into consideration price and the other evaluation factors set forth in this request for proposals. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate State approval.

5.9 Finalize Contractual Agreements

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

5.10 Contract Awards

After review and approval of the Evaluation Committee Report and the signed contractual agreement, the Lead State will award as per the schedule in **Section 2.1 Schedule of Events** or as soon as possible thereafter. This date is subject to change at the discretion of the Lead State.

Any Master Agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per **Section 2.1, Schedule of Events**, or as soon thereafter as possible. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

5.11 Post Award Formalization of the Master Agreement

The Lead State reserves the right during contract negotiation of the **Master Agreement** to adjust terms and conditions that would not (in the Lead State's judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating States, with materiality defined in terms of the effect on the evaluation and

award. In any event, the Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State.

If no **Master Agreement** is reached with the apparent awardee, the Lead State may negotiate with other Offeror(s) without undertaking a new procurement process or make no award under this RFP.

5.12 Protest

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 P.M. Mountain Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. The written protest 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. **ALL** protests must be delivered to the State Purchasing Agent:

Mark Hayden
State Purchasing Agent
Mark.Hayden@state.nm.us

Protests received after the deadline will not be accepted.

SECTION 6: Administrative and Technical Response Requirements

6.1 Mandatory Minimum Administrative Proposal Requirements

This section contains the minimum requirements that must be met in order to be considered for the evaluation phase. All of the items described in this section are non-negotiable. All Offerors must state willingness and demonstrate ability to satisfy these requirements in the proposal submitted for consideration.

6.1.1 Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, below, as a part of their proposal. This requirement applies regardless of 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.**



Appendix C
Campaign Contributic

6.1.2 Acknowledgement of Receipt Form

Offeror's must submit the Acknowledge of Receipt Form no later than the time and date indicated on the Schedule of Events.



Appendix A
Acknowledgement c

6.2 NASPO ValuePoint Master Agreement Acceptance

NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the **NASPO ValuePoint Standard Terms and Conditions** in **Attachment A**, the **Scope of Work** in **Attachment B** and selected portions of the Offerors Proposal.

This section highlights particular terms and conditions of **NASPO ValuePoint Master Agreement Terms and Conditions**. Offerors will be bound to all the terms and conditions when executing a **Master Agreement** as shown in **Attachment A**.

6.2.1 Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal, APPENDIX B, which must be completed and signed by an individual person authorized to obligate the company acknowledging that they have read and understand all of the terms and conditions as shown in the Master Agreement Attachment A.



Appendix B Letter
of Transmittal.docx

6.3 Insurance

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in **Section 13** of the **NASPO ValuePoint Master Agreement Terms and Conditions**.

6.4 NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in **Section 5.2** of the **NASPO ValuePoint Master Agreement Terms and Conditions**. Moreover, specific summary and detailed usage reporting requirements are prescribed by **Section 5.3** of **NASPO ValuePoint Master Agreement Terms and Conditions**.

Offerors shall, within 15 days of **Master Agreement** execution, identify the person responsible for providing the mandatory usage reports. (This information must be kept current during the contract period).

6.5 Lead State Terms and Conditions

Refer to **Attachment J, Participating States' Terms and Conditions** for the Lead State Special Terms and Conditions that apply to this solicitation. Offeror shall indicate by signing the **Letter of Transmittal** that they have read and understand all of the requirements shown in the Lead State Terms and Conditions.

6.6 Participating State Terms and Conditions

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Hawaii, Maine, New Jersey South Dakota. Other entities may become Participating Entities after award of the **Master Agreement**. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the **Master Agreement**. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the supplier. State-specific terms and conditions are included in **Attachment J**.

6.7 Business Requirements

This section contains technical requirements pertaining to the **Temporary Employment Services**. Other sections of this RFP contain additional requirements that must be met in order to be considered responsive. Offerors must identify in their response how their company meets (or exceeds) all requirements listed in **Section 6** of this RFP solicitation.

6.7.1 Company Profile

Provide a **detailed response** for the following information specific to your company

1) Company History	
<u>Required Information</u>	<u>Offeror's Response</u>
a) Company was formed at least three years ago	
b) Hours of operation must be at least 8:00 am to 5:00 pm Monday through Friday	
c) Provide a minimum of three business references for similar contracts that include contact name, title, email, and phone number. These references should be able to thoroughly describe the experience, expertise, and knowledge provided by the offeror. These references will be verified by the Lead State Administrator.	

6.7.2 Business Profile

1) Customer Service / Service Delivery Strategy	
a) Describe how conflict identification and resolution will be handled. How do you respond to client complaints and service delivery issues?	
b) How will you service your clients' accounts? Describe in detail how your company profiles your clients' needs for temporary services.	
c) Describe your company's national capabilities to satisfy clients' needs for temporary services and how you manage those accounts in various geographical areas	
d) Affirm that you can provide the services throughout the United States (including Alaska, Hawaii, and the District of Columbia).	
e) Indicate where you offer services in the territories of the United States.	
f) How do you assess customer satisfaction? How do you measure customer satisfaction? What are your quality assurance measures and how are they handled in your organization?	
g) Describe in detail what steps your company takes to understand the business needs of their customer.	
h) Describe your company's performance monitoring for the company.	

2) Candidate Qualifications	
a) Describe your company's plan and methodology for quality assurance and evaluation of the proposed services. How are the most qualified candidates identified for your customers? Describe your company's performance monitoring for the candidates.	
b) Describe your company's general methodology for recruiting qualified staff tailored to the needs of the customer. Has your company encountered challenges with recruiting qualified staff? If so, how have those challenges been addressed?	
c) What is your company's policy in regards to unsatisfactory candidates?	
d) Identify how temporary staffing will be assigned under the contract. Policies and responses must include the following: skill testing and screening mechanisms, including a description of reference and/or background	

checks solicited for each applicant and the manner in which job assignments/job matching will be determined. Describe how your company accommodates pre-employment screening requirements that may be specific to the Procuring Agency. (This may be negotiated with Awarded Offeror(s) to ensure consistency at entry level positions; additional requirements will be at the Procuring Agency's discretion)	
e) What is your company's timeframe for placements of candidates for new customers?	
f) Describe any benefits and incentive programs, as well as skill enhancement opportunities which are available to assignable staff.	
g) What steps does your company take to retain qualified assignable temporary staff?	

3) Government Relations	
a) Describe the experience your company has with regards to placements of candidates within government entities.	
b) Describe your company's experience providing services in states where preferences exist for agencies that employ a minimum percentage of persons with disabilities.	

6.7.3 Protection of Sensitive Information

Required Information	Offeror's Response
a) What measures do you take to protect sensitive customer (procuring agency) information?	
b) Describe how your company trains and ensures that the candidates placed with a procuring agency adhere to all privacy and confidential State specific confidentiality requirements regarding confidential information as defined in Section 1.3 Definitions, including HIPAA as it applies to any category of service you are proposing.	

6.8 Technical Requirements

6.8.1 Scope of Work

Unless otherwise instructed, Offerors should respond in the form of a thorough written narrative which demonstrates how they will meet or exceed the requirements of each section in the **Scope of Work, Attachment B**. The narratives, including any required supporting materials, will be

evaluated and awarded points as indicated in **Section 5**.

SECTION 7: Price and Cost Proposal

Cost for the NASPO ValuePoint Master Agreements shall be based on the following:

Offeror must submit cost, as required by **Attachment C, Cost Sheet**. Offeror's Administrative Service Fee (based on a percentage) must include all anticipated charges, including but not limited to, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance excluding the **Fully Loaded Labor Rate**.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Offeror's or any Subcontractor's employee's wages. The Lead State will pay for any applicable Lead State or local sales or use taxes on the products provided or the services rendered. If required by Lead State, Taxes shall be included as a separate line item on an Offeror's invoice. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Addenda.

7.1 Price and Rate Guarantee Period

All Administrative Service Fees offered shall be guaranteed for the initial term of the **Master Agreement**. Any request for fee adjustment following the initial **Master Agreement** term, is detailed in **Section 5** of the **Master Agreement**. All Offeror's Administrative Service Fees (based on a percentage) are not to exceed a maximum rate (ceiling). Rate may be negotiated at a lower price depending on the category requested. All Offeror's Administrative Service fees are to be represented by a single Percentage and not a range.



Attachment A - NASPO ValuePoint Master Agreement Terms and Conditions



NASPO ValuePoint
Terms and Conditions

Attachment B: Scope of Work

This RFP is soliciting proposals from Temporary Employment Companies to provide services relating to Administrative Support (Including Office and Clerical), Commercial/Industrial Workers, and Healthcare Staffing Services, Information Technology, and Professional Services as defined within the scope of this RFP. Awarded Offerors shall be independent contractors and not employees of the State of New Mexico or Participating Entities. The Awarded Offeror's staff, including temporary assigned individuals shall also not be considered employees of the Participating Entities.

These services are as needed and upon request from Procuring Agencies. Contractor(s) will be responsible for hiring and firing temporary employees, paying all applicable taxes, workers' compensation, benefits, etc., for the candidates who are **not** employees of the individual participating entities. Candidates will not be provided employee benefits from the State agencies or political subdivisions.

The Lead State will not guarantee any minimum level of usage for any resulting contract(s) under this RFP.

Offerors Instructions

Offerors shall respond in the form of a **detailed narrative** describing how your company meets or exceeds each specification 1-10, unless otherwise instructed. Marketing materials, links and statement of concurrence will not be accepted as a response to these requirements and may be rejected.

1. Temporary Employment Services

- A. Contractor will notify the Procuring Agency on availability within four (4) hours after a request is made for services that will commence within five (5) working days following the request;
- B. Contractor will notify the Procuring Agency on availability within two (2) days after a request is made for services that will commence later than five (5) working days following the request;
- C. Contractor will confirm with the Procuring Agency the arrival of its candidate by telephone within one-half (1/2) hour after scheduled arrival time or as determined by the Procuring Agency and the Contractor by mutual agreement.
- D. Contractor is responsible to communicate with its candidate the Procuring Agency's requirements regarding hours of work, duration, location, expectations, dress code and other information concerning the assignment.
- E. All temporarily assigned individuals will be appropriately dressed for the assignment and shall maintain a professional demeanor. Dress code policy is established by the individual agencies. Temporary candidate must dress according to the requirements of the Procuring Agency requesting the assignment.
- F. Temporarily assigned individuals should be available for the entire length of the assignment; however, if a replacement is required, a qualified replacement must be provided within twenty-four (24) hours of notification, including weekends and holidays.

- G. The Procuring Agency reserves the right to reduce the length of the temporary assignment and will provide the Contractor with as much notification as possible.

2. Work Hours

- A. The exact work hours for temporarily assigned personnel will be determined by the Procuring Agency. Generally, work hours begin at 8:00 a.m. and end at 5:00 p.m. Monday through Friday excluding officially observed holidays. Any non-working time as the result of early dismissal, due to weather or any other situation as determined by the Procuring Agency are also excluded. Temporarily assigned personnel will work no more than eight (8) hours per day, excluding one (1) hour for lunch; or a total of forty (40) hours per week.
- B. Temporarily assigned individuals will not be paid for their lunch break.
- C. Overtime worked is at the discretion of the Procuring Agency and must be approved in advanced and in writing. Overtime will not be authorized or paid unless prior written authorization is obtained from appropriate management staff.
- D. Agencies have the right to request temporarily assigned individuals for holiday, evening/night, weekend, or shift work as needed.
- E. Hours may vary per Procuring Agency.
- F. The Procuring Agency reserves the right to request a replacement of any individual. If for any reason a replacement is required within the first eight (8) hours of service, there will be no charge to the Procuring Agency. If at any time beyond the initial eight (8) hours of service the temporarily assigned individual is determined to be unsatisfactory, the Contractor agrees to issue a credit invoice to the Procuring Agency for the total charges from the point the Procuring Agency notifies the Contractor to request a replacement.
- G. The Contractor agrees to replace an unsatisfactory individual within one (1) business day; however, the Procuring Agency has the option to contact a different Contractor for the service.
- H. The Procuring Agency shall be the sole judge as to whether a temporarily assigned individual is satisfactory and is fulfilling the Procuring Agency's requirements.

3. Listing of Position Classifications & Pay Rate

Each Procuring Agency will provide a listing of position classifications to the Contractor; however, the listing is not meant to be all-inclusive. Individual states or agencies may request other temporary positions by way of providing the Contractor(s) with the employee pay rate, position classification/title and description of duties. Offeror shall describe the process their company currently has in place to provide requested services, as well as providing additional positions/services that fit the needs of the Procuring Agency.

4. Placement

Offeror shall describe how their company will provide assistance for Procuring Agencies with the placement of any candidate(s). At a minimum, include problem (conflict) and resolutions and the following items below:

- A. Agencies may refer a specific individual as a candidate to be recruited by the Contractor to perform specific services needed or may request the Contractor to recruit and provide a

specific temporary candidate. The Procuring Agency will not pay a placement or conversion fee for individuals who are a direct referral from the Procuring Agency.

- B. Upon a request for service from the Procuring Agency, the Contractor will provide expedient temporary employment services. An e-mail, facsimile, or telephone call from the Procuring Agency will constitute a request for service.
- C. The Procuring Agency reserves the right to interview the candidate to determine their qualifications for the required position (this does not negate the Contractor's responsibility of qualifying candidate(s)).
- D. The Procuring Agency may reject and/or remove any candidate who does not meet the requested experience or is deficient in the performance of the assignment.
- E. Procuring Agencies may select Contractor(s) within their geographic region based on the preference of the Procuring Agency.
- F. Multiple Contractors may be contacted to fill the same position.

5. Contractor's Responsibilities

- A. The Contractor is responsible to obtain the information as described in the Scope of Work and any other information necessary to determine what job category satisfies the service request.
- B. Contractor shall supply sufficient, competent, reliable, and properly licensed or certified or both personnel to provide adequate and satisfactory services as required under this Contract. In cases where special licenses, accreditations, certifications, or permits are required by State, Federal and/or Local law, statute, or regulation for an employee to perform services of specified job descriptions, Contractor shall provide current copies of such licenses, accreditations, certifications and permits upon Client Agency's request. Contractor shall maintain all applicable licenses, accreditations, certifications and permits during the term of this Contract. Contractor shall immediately notify the Client Agency by written notice in the event any of its employees' licenses, accreditations, certifications, or permits are revoked, expired, or suspended.
- C. The Contractor will inform the Procuring Agency point of contact of the proposed job classification and applicable rate to obtain authorization to proceed with the service request.
- D. Placing candidates out of applicable job classification is considered a breach of contract. Periodic checks of requests and assignments will be performed by the Procuring Agency to ensure this does not occur.
- E. The Contractor is responsible for conducting appropriate background and reference checks on potential candidates prior to any assignments and should be prepared to conduct more extensive background investigations when required by the Procuring Agency. Upon request, Contractor must provide, to the Procuring Agencies, the compliance of the background and reference checks. Failure to provide this information will be considered a violation of the contract and may result in rejection of the candidate and possibly jeopardize future placements by offending Contractor.
- F. Contractor will be responsible for liability insurance, federal and state payroll requirements including but not limited to insurance coverage for any candidate sent to the Procuring Agency, payroll taxes, payroll reports, workers' compensation, benefits, hiring and firing etc., for the candidates.

- G. The Contractor is responsible for conducting periodic quality assurance checks with the Procuring Agency's point of contact to verify that the Procuring Agency's requirements are being fulfilled by the candidate. At a minimum, these checks should be completed at the end of the first week of any assignment. Procuring Agencies may request quality assurance checks at any interval during the term of the candidate's placement.
- H. Candidates may be hired as a permanent employee of the State or Procuring Agency if the Procuring Agencies and hiring processes have been complied with and if the candidate elects to accept employment with the State or Procuring Agency. Such occurrence will create no further obligation (financial or otherwise) on the part of the Procuring Agency.
- I. The Procuring Agency will not be responsible for the Contractor's candidate who voluntarily leaves the Contractor's employment or engages in employment with another company.
- J. The Contractor agrees to ensure candidates agree to be bound by the Participating State's security regulations, policies, and standards as required by the Procuring Agency (e.g., Department of Corrections). This will vary based on the individual Procuring Agency's requirements.
- K. Contractor shall ensure adequate backup documentation (such as candidate timesheets) are attached to invoice or billing requests. The timesheet should include the following:
 - a. Name of the Procuring Agency;
 - b. Name of the temporarily assigned individual;
 - c. Dates worked;
 - d. Beginning and ending time;
 - e. Number of actual regular hours worked each day; and
 - f. If applicable, number of overtime hours worked each day
 - g. Written pre-approval of overtime hours.
 - h. Time sheet signed by authorized representative of the Procuring Agency.
- L. The Contractor is responsible and may be held financially liable for the negligent acts of its candidates.

6. Bonding

- A. The Contractor shall have the ability to bond candidates as directed by the Procuring Agency.
- B. The fee for this service will be borne by the Procuring Agency.
Selection of the bonding insurer is at the Contractor's discretion; however, each insurance policy shall be:
 - Issued by insurance companies authorized to do business in the Participating State or eligible surplus lines insurers acceptable to and having agents in the State upon whom service of process may be made.

7. Travel

- A. Reimbursement for travel will be at the discretion of the Procuring agency and shall not be subject to the Contractor's markup.
- B. In the event a candidate's duties require travel, the reimbursable travel costs shall follow the Procuring Agencies travel reimbursement policies. Travel authorizations must be given before travel occurs per Procuring Agency's internal policies.

- C. Travel expenses submitted for reimbursement must follow Procuring Agency's internal policies.
- D. Valid travel reimbursements will be reimbursed at the Procuring Agencies current travel rate.
- E. The candidate and the Procuring Agency's contact person must sign the travel expense form.
- F. The form must be submitted with the Contractor's invoice for services with the travel expense as a separate line item on the invoice in order to be reimbursed by the Procuring Agency.
- G. The type of position requiring travel will vary based on the individual Procuring Agency's requirements.

8. Equipment, Property and Damages

- A. The Contractor shall be responsible for the proper maintenance and custody of any personal tangible property owned and real property furnished by the Procuring Agency for the use in connection with the performance of the contract.
- B. The Contractor will reimburse the Procuring Agency for such property's loss or damage caused by the Contractor' assigned individual, with the exception of normal wear and tear.
- C. The equipment used may include computers, copy machines, phones, printers, etc. Equipment may vary depending on the candidate assignments.

9. Procuring Agency's Responsibilities

- A. Prior to contacting the Contractor (s), the Procuring Agency is responsible to define details of the request to include, but not be limited to:
 - a. Number of individuals needed;
 - b. Job duties;
 - c. Equipment to be used;
 - d. Knowledge, skills and education and/or experience;
 - e. Computer software to be used;
 - f. Hours of work;
 - g. Expected length of assignment;
 - h. Job related attire;
 - i. Position location;
 - j. Procuring Agency contact person; and
 - k. Other pertinent job-related information
- B. Depending on the amount of detail required, it is recommended the Procuring Agency submit this information in writing via e-mail or facsimile to reduce the possibility of an inappropriate temporary assignment.

10. Background checks

- A. The Procuring Agency is responsible for requesting additional background investigations beyond normal references prior to the temporary assignment
- B. Should an additional background check be required due to the nature of the

assignment, the Procuring Agency may be responsible for the cost of the additional checks

- C. It is reasonable to expect employment eligibility and references will be required for all candidates; background checks for referrals by the Procuring Agency will be at the discretion of the Procuring Agency.
- D. Standard checks which would include employment eligibility and reference checks shall be at the cost of the Contractor (s).
- E. Other background checks will be at the discretion of each requesting Procuring Agency.
- F. Procuring Agencies reserve the right to request and conduct pre-employment background checks and drug testing prior to the potential candidates starting date. Procuring Agencies also reserve the right to require other tests as negotiated in their Participating Addendum.
- G. Procuring Agencies will limit their background checks, drug testing, and other testing requirements to the same as required of their own permanent full-time employees holding the same or similar positions to be filled by the candidate.

Attachment C: Cost Sheet

Temporary Employment Services will be based on the Offeror's Administrative Service Fee (based on a percentage) for each category of Temporary Employment Services. Offeror's Administrative Service Fee is a not to exceed maximum percentage fee; however, the Offeror's Administrative Service Fee may be negotiated at a lower percentage. The Offeror's Administrative Service Fee may be tied to the Producers Price Index (PPI) but must not be more than the PPI.

The Awarded Offeror's Administrative Service Fee shall remain firm for the duration of the NASPO Value Point Master Agreements including all optional renewals.

Each of the Temporary Employment Services must have an Offeror's Administrative Service Fee for all Participating Entities.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Awarded Offeror's or any Subcontractor's employee's wages. The Lead State will pay for any applicable Lead State or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on an Awarded Offeror's invoice. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Addenda.

COST RESPONSE FORM

COST SHEET

<u>CATEGORY</u>	<u>OFFEROR'S ADMINISTRATIVE SERVICE Fee * (based on a percentage for all Participating States throughout the United States)</u>
1. Administrative Support (Including Office and Clerical)	%
2. Commercial/Industrial Workers	%
3. Healthcare Staffing Services	
a. Clinical	a. %
b. Non-Clinical	b. %
4. Information Technology	%
5. Professional Services (other than IT)	%

*The Offeror's Administrative Service Fee is the amount (based on a percentage) the Offeror charges for the fulfillment of a position excluding the fully loaded labor rate as defined in this RFP. If the Offeror is not responding to all Categories listed above, insert NA (not applicable).

Offeror's Administrative Service Fee is a not to exceed maximum percentage; however, the Offeror's Administrative Service Fee submitted in Offeror's proposal may be negotiated at a lower percentage.

Attachment D: Intentionally left blank

Attachment E: Intentionally Left Blank

Attachment F: Detailed Sales Report and Data Format



Detailed Reporting
Template (Excel).xlsx

Attachment G: Offeror's Questions

Question #	RFP Reference (page and RFP section)	Offeror's Question	Response (New Mexico's Response)
Example	Page 22, Section 4, Response Format and Organization; 4.1 Proposal Submission Instructions	Can the RFP be submitted to the P.O. Box #?	As stated in the RFP, page 22, Section 4.1 <i>You may mail or drop off hard copies to the address below on or before the due date and time.</i>
1			
2			
3			
4			
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Attachment H: Master Agreement

The **Master Agreement** will include, but not be limited to, the **NASPO ValuePoint Standard Terms and Conditions** in **Attachment A**, definitions specific to the Scope of Work, the **Scope of Work (Attachment B)** and selected portions of the Offeror's Proposal, and Offeror's Cost Form.

The Participating Addendum for the State of New Mexico will include the Lead State's Terms and Conditions outlined within this RFP.

Attachment I: Participating States

- Hawaii
- Maine
- New Jersey
- South Dakota

Attachment J: Participating States' Additional Terms and Conditions



HI State-specific
terms and conditions



State of New Jersey
Standard Terms and C