

Northern New Mexico College



REQUEST FOR PROPOSALS

RFP: #2019-001

Payroll and Related Human Resource Services

Issue Date: Wednesday, February 20, 2019

Due Date: 4:00 p.m., Wednesday, March 20, 2018

Office of Finance and Administration
931 Paseo de Oate
Española, NM 87532

CONTACT: Cheryl James, MNM, CPO
505.747.2162
cheryl.james@nmmc.edu

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1. INTRODUCTION

A. Purpose of this Request for Proposals

Northern New Mexico College (NNMC) requests proposals for outsourced payroll processing and related payroll services that meet the payroll, human resource, and general ledger needs of the college.

Issue Date of Request for Proposal: Wednesday, February 20, 2019
Due Date of Proposal: 4:00 p.m. MT Friday, March 20, 2019

Northern New Mexico College Point of Contact: Cheryl James, MNM, CPO
Email: cheryl.james@nnmc.edu
Phone: (505) 747-2162

B. Background Information

NNMC is a state-funded institution of higher education, managed by a five member Board of Regents appointed by the Governor of the State of New Mexico. NNMC was founded in 1909 by the New Mexico Territorial legislature with an original mission to teach English to Spanish-speaking teachers in the area. Historically, NNMC has been a community/technical college, but in 2005, the college began offering four-year degree programs. Currently, NNMC is an accredited, two-year and four-year degree granting institution of higher learning and offers degrees in biology, business administration, elementary education, engineering, environmental science, information technology, and nursing. The college primarily serves rural communities within a 40-mile radius of its main campus in Espanola, New Mexico; it also has a branch location in El Rito, NM that is about 30 north of its main campus. NNMC's mission is to "provide accessible, affordable, community-based learning opportunities that meet the educational, employment, and enrichment needs of our culturally diverse region."

C. Summary of Scope of Work

NNMC is soliciting proposals from qualified vendors to provide outsourced payroll and payroll related services to meet the payroll, human resource, and general ledger needs of the college. These services are currently being provided in-house via the Ellucian BANNER 9 financial management system.

The college has approximately 200 employees (150 faculty and 50 staff) who are paid on two pay schedules; faculty are paid bi-monthly on the 5th and 20th of the month and staff are paid on a bi-weekly schedule. Full-time and part-time faculty have varying contract terms and adjunct faculty have semester appointments. Employee-paid benefits are usually prorated per the term of employment, but in some cases, variable rates may apply based on the number of hours worked per pay period. Benefits include both employer-sponsored benefits, as well as employee-only paid add-ons.

In accordance with applicable Governmental Accounting Standards Board (GASB) Statements,

Generally Accepted Accounting Principles (GAAP), and federal OMB Uniform Guidance, as applicable, it is the intent of NNMC to enhance the functionality of its payroll services in the following areas:

- 1) Streamline business processes;
- 2) Improve payroll services for its faculty and staff;
- 3) Ensure segregation of duties and internal controls governing the payroll process and its integration into the general ledger;
- 4) Increase state/federal/internal reporting responsiveness, including time and effort reporting for federal/state awards;
- 5) Increase access to data, information, and transaction processing.

At a minimum, NNMC’s intent is to secure a vendor to provide these services:

- a) Payroll processing
- b) Time-keeping and attendance tracking
- c) Integration with current accounting/payroll system (or combination HR/payroll package)
- d) Onboarding platform which includes e-signature of all required documents
- e) I-9 completion and storage per Federal guidelines
- f) W-2 form completion, distribution, and storage per Federal guidelines
- g) Reporting capabilities, standard and custom, in compliance with all State/Federal/Internal requirements, according to funding stream and other variables
- h) Job and pay history
- i) Tracking of Paid Time Off and Comp Time
- j) Time and Effort reporting solution for all faculty/staff paid from federal/state awards
- k) Benefits management
- l) Employee self-service
- m) Affordable Care Act Reporting
- n) Training for management and end-users, including training reference resources
- o) Annual support

Vendors are encouraged to be as responsive as possible to each item above. A detailed Scope of Work is provided in Section IV, Chapter A.4.

D. Scope of Procurement

It is anticipated that the initial contract will begin on April 15, 2019, or as soon as possible thereafter, and end on June 30, 2020. The Agency reserves the right, by mutual agreement of the parties, to extend the contract on an annual basis at the same price, terms and conditions for up to an additional three (3) years. Under no circumstances shall the term of this contract, including all extensions and renewals, exceed a total of four (4) years in duration.

E. Procurement Manager

NNMC has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, mail address, telephone number, and email address are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing via email. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other NNMC staff and faculty **do not** have the authority to respond on behalf of NNMC with regard to this procurement.

Cheryl James, Compliance Officer/Chief Procurement Officer
Northern New Mexico College
921 Paseo de Oate
Española, New Mexico 87532
Office Telephone Number: 505.747.2162
Email: cheryl.james@nmmc.edu

All deliveries via express carrier should be address as follows:

Cheryl James, Compliance Officer/Chief Procurement Officer
Northern New Mexico College
921 Paseo de Oate
Española, New Mexico 87532

F. Definition of Terminology

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

"**Agency**" or "**Purchasing Agency**" means Northern New Mexico College.

"**Chief Procurement Officer**" or "**CPO**" means the person holding the position as the head of the central procurement office for the Northern New Mexico College, whose address follows:

Cheryl James, Compliance Officer/Chief Procurement Officer
Northern New Mexico College
921 Paseo de Oate
Española, New Mexico 87532

"**Contract**" or "**Agreement**" means a written agreement for the procurement of items of tangible personal property or services.

"**Contract Administrator**" means the individual designated by the Agency to administer the contract after it has been executed.

"**Contractor**" means a successful Offeror who enters into a binding contract.

"Determination" means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

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

"Evaluation Committee" means a body appointed by the Agency management and/or the Chief Procurement Officer to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Agency management and the Chief Procurement Officer for contract award. It contains all written determinations resulting from the procurement and contains one or more recommendations regarding contract award.

"Finalist" is defined as 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.

"Key Personnel" means the staff provided by a Contractor or a Subcontractor. Key Personnel will include at a minimum the project manager, and the Offeror's company executive with the responsibility for the overall performance of the Contract. Key Personnel may appear on-site.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

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

"Procurement Manager" means the person or designee authorized by the Agency and/or the Chief Procurement Officer to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Professional Services" in this RFP mean the services related to payroll, or those related to payroll services proposed by an Offeror.

"Request for Proposals" or **"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 **"Responsive Proposal"** means an offer or proposal, 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.

“**Statement of Compliance**” and “**Statement of Concurrence**” mean an express statement, by the Offeror in their proposal, that they agree with and agree to the stated requirement(s). Possible examples of acceptable responses include “The [NAME HERE Company] agrees to comply with this requirement.” and “The [NAME HERE Company] concurs with this requirement.”

G. Procurement Library

The Procurement Manager has established a Procurement Library. The documents listed in the Procurement Library are hereby incorporated into this RFP by reference Offerors are encouraged to review the material contained in the Procurement Library by accessing the documents from the NNMC website at <https://nnmc.edu/home/facultystaff-gateway/business-services/information-on-current-rfp-s/>.

Other than Offeror-reproduced copies, materials cannot be removed from the library.

The library contains information listed below:

- Procurement Regulations
- Other relevant documents
- Response to written Offeror questions

II. CONDITIONS GOVERNING THE PROCUREMENT

A. RFP Conditions

Responses to this RFP (hereinafter called "Proposal") for the performance of Payroll and related Human Resource Services (hereinafter called "Services") including its attachments and subsequent addendums shall provide responses to all of the requirements set forth within the RFP.

NNMC may accept Proposals, in whole or in part that most closely meet all the criteria described herein. NNMC reserves the right to cancel this RFP in whole or in part at any time if it is in its best interests. An award will not be based solely on the lowest fee; instead it will be based on several weighted criteria, as provided herein.

It is anticipated that the chosen vendor will be able to integrate the anticipated solution and provide training to all College employees by before the end of the current fiscal year (June 30, 2019) for a full rollout on July 1, 2019. The Proposer shall demonstrate in the response to the RFP that this timeline can be met or exceeded.

The successful Offeror (hereinafter called "Contractor") will enter into a binding agreement (hereinafter "Contract") with NNMC. A draft of the Contract is included as Appendix B. The Proposer may recommend changes, deletions or additions to the Contract, however NNMC will make the final determination for inclusion. For definitions or clarifications to terms refer to Section I, Paragraph F of this document.

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B. Sequence of Events

| <u>Action</u> | <u>Responsible Party</u> | <u>Date</u> |
|--|--------------------------|---|
| 1. Issuance of RFP | NNMC | February 20, 2019 (Wednesday) |
| 2. Last Day to Submit Written Questions | Potential Offerors | 5:00 p.m., March 6, 2019 (Wednesday) |
| 3. Response to Written Questions/RFP Amendments | Procurement Manager | March 11, 2019 (Monday) |
| 4. Submission of Proposal | Potential Offerors | 4:00 p.m. MDT, March 20, 2019 (Wednesday) |
| 5. Proposal Evaluation | Evaluation Committee | March 21, 2019 (Thursday) |
| 6. Selection of Finalist(s) | Evaluation Committee | March 27, 2019 (Wednesday) |
| 7. Oral Presentations/Demonstrations (if necessary) | Finalist(s) | April 3, 2019 (Wednesday) |
| 8. Best and Final Offer (if requested) | Finalist(s) | April 10, 2019 (Wednesday) |
| 9. Anticipated Contract Award & Commencement of Services | NNMC | April 15, 2019 (Monday) |
| 10. Protest Deadline | Offerors | April 30, 2019 (Tuesday) |

C. Explanation of Events

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

- a. Issuance of RFP: This RFP is being issued on behalf of the Northern New Mexico College (NNMC) on Wednesday, February 20, 2019.
- b. Deadline to Submit Written Questions: Potential Offerors may submit written questions to the Procurement Manager as to the intent, or to clarify information presented in this RFP until 5:00 p.m. Mountain Standard Time/Daylight Time on Friday, March 6, 2019 as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph E.
- c. Response to Written Questions: The Procurement Manager will distribute written responses to written questions publically by close of business on March 11, 2019 via NNMC’s webpage at <https://nmmc.edu/home/facultystaff-gateway/business-services/information-on-current-rfp-s/>.
- d. Submission of Proposal: All Offeror proposals must be received for review and evaluation by the Procurement Manager or designee, **no later than 4:00 p.m. Mountain/Standard Time/Daylight Time on Wednesday, March 20, 2019. Proposals received after this deadline will not be accepted or considered.** The date and time of receipt will be recorded on each proposal. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors prior to contract award. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. **Proposals must be sealed and labeled on the outside of**

the package to clearly indicate that they are in response to the Payroll and Related Human Resource Services RFP: #2019-001.

Proposals sent by fax, or other means of electronic submission (including email) **will not** be accepted. 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 NNMC principal's signature on the contract(s) resulting from the procurement has been obtained.

- e. **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. The Evaluation Committee will be appointed by NNMC management. 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.**
- f. **Selection of Finalists:** The Evaluation Committee may select and the Procurement Manager may notify the finalist Offerors on the date indicated in Section II. B (Sequence of Events), or as soon as possible. A schedule for the oral presentations/demonstration will be determined at this time.
- g. **Oral Presentations:** Finalists Offerors may be required to make an oral presentation to the Evaluation Committee. If so required, the Procurement Manager will schedule the time for each Offeror's presentation. All presentations will be made in a location to be specified in Espanola, NM 87532. Each presentation will be limited to a fixed amount of time as designated by the Procurement Manager in the Oral Presentation requirement notification.
- h. **Best and Final Offers:** Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II, Paragraph B (Sequence of Events), above.
- i. **Contract Award:** After review of the Evaluation Committee Report, and the tentative contract, the Chief Procurement Officer anticipates the NNMC management will award the contract on the date indicated in Section II, Paragraph B (Sequence of Events), or as soon thereafter as possible, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. This date is subject to change at the discretion of the NNMC Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, NNMC reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process. The award is subject to appropriate institutional approvals.
- j. **Protest Deadline:** Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below.

The protest must be delivered to:

Cheryl James
Protest Manager c/o
Northern New Mexico College
921 Paseo de Oate
Española, NM 87532

Protests received after the deadline will not be accepted.

D. General Requirements

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-1 through 13-1-199 NMSA 1978).

1. Acceptance of Conditions Governing the Procurement: Offerors must indicate their acceptance of the Conditions Governing the Procurement via the Letter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
2. Incurring Cost: Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
3. Prime Contractor Responsibility: Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only the prime contractor.
4. Subcontractors: Use of subcontractors shall be clearly explained in the proposal, and major subcontractors shall be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.
5. Amended Proposals: An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals shall be complete replacements for a previously submitted proposal and shall 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 shall submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm: Responses to this RFP, including proposed costs, will be considered firm for one hundred and twenty (120) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.
8. Disclosure of Proposal Contents: The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with New Mexico Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978]. 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 Chief Procurement Officer 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 procurement in no manner obligates NNMC or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any proposed professional services proposed until a valid written contract is awarded by the Chief Procurement Officer and other required approval 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 NNMC.
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 termination 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 concerns must be

promptly brought to the attention of the Procurement Manager.

13. Governing Law: This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.
14. Basis for Proposal: Only information supplied by the Agency in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.
15. Contract Terms and Conditions: The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix B, "Sample Contract". However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

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

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

16. Offeror's Terms and Conditions: Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the Agency. The Agency may or may not accept the additional language, at the Agency's sole discretion.
17. Offeror Qualifications: The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.
18. 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 mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. Change in Contractor Representatives: The Agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.
20. Notice: The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.
21. Agency Rights: The Agency reserves the right to accept all or a portion of an Offeror's proposal including the right to purchase software or services from authorized price agreements or in accordance with applicable provisions procurement regulations.
22. Right to Publish: Throughout the duration of this procurement process and contract term, potential Offerors, Offerors and contractors shall 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 or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.
23. Ownership of Proposals: All documents submitted in response to this Request for Proposals shall become the property of the Agency after the contract has been awarded. However, non-selected Offerors may retrieve at their expense any technical or user documentation submitted with their proposals after the expiration of the protest period.
24. Electronic Mail Address Required: A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror shall have a valid e-mail address to receive this correspondence.
25. Use of Electronic Versions of this RFP: This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Procurement Manager, the version maintained by the Procurement Manager shall govern.
26. New Mexico Employees Health Coverage: For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work an average of at least 20 hours per week over a six (6) month period during the term of the contract, offer must agree to:
 - a) have in place and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than

- July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
- b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;
 - c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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.
- (d) 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 website link to additional information
<http://insurenwemexico.state.nm.us/>.

For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

- 27. Letter of Transmittal: Each proposal shall be accompanied by a letter of transmittal (Please Refer to Appendix E). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter Of Transmittal such as “subject to successful negotiation” or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.
- 28. Confidentiality: Any confidential information provided to, or developed by, the contractor in the performance 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.
- 29. Campaign Contribution Disclosure Form: Each proposal shall be accompanied by a completed Campaign Contribution Disclosure Form (Please Refer to Appendix E).

30. Conflict of Interest – Governmental Conduct Act: The Offeror 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 a contract resulting from this RFP. The Offeror certifies requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA1978, regarding contracting with a public officer or state employee or former state employee have been followed.

III. RESPONSE FORMAT AND ORGANIZATION

A. Number of Responses

Offerors shall submit only one (1) proposal.

B. Number of Copies

Offerors shall provide one (1) original and five (5) identical copies of their proposal Binder 1, one (1) original and five (5) copies of their cost proposal Binder 2, and one (1) original and five (5) copies Binder 3 containing supporting material and/or technical documentation to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals.

All of the original binders shall be stamped “original”.

C. Proposal Format and Organization

All proposals shall be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

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

Binder 1

- Letter of Transmittal
- Table of Contents
- Summary of Proposed Services & Response to HCM Desired Capabilities
- Response to Mandatory Specifications

Binder 2

- Proposed Cost and Hourly Rate Form (Appendix C)
- Offerors Additional Terms and Conditions (optional)
- Campaign Contribution Disclosure Form (Appendix D)

Binder 3

- Samples of Work Product/Tools and Techniques
- Other Supporting Material

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses shall occur only in Binder 2 with the Proposed Cost and Hourly Rate Form (additional pages may be attached).

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

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

Offerors may include other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a Letter of Transmittal. The letter of transmittal must be completed and must be signed by a person authorized to obligate the company. The letter of transmittal MUST include:

- a) Identify the submitting organization;
- b) Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e) Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph A and Section II, Paragraph D;
- f) Be signed by the person authorized to contractually obligate the organization; and
- g) Acknowledge receipt of any and all amendments to this RFP.

IV. SPECIFICATIONS

A. Information

1. Agency Resources

The following resources will be provided to contractor personnel for use on this contract:

- a) work space
- b) minimal clerical support
- c) desk, telephone, computer workstation, printer
- d) access will be available to copiers and fax machines
- e) Computer internet connection
- f) Access to BANNER at the appropriate level
- g) other technical support resources

2. Work Performance

For the purpose of preparing proposals, Offerors are to assume that all on-site work will be performed the following location:

Northern New Mexico College
921 Paseo de Onate
Española, New Mexico 87532

3. Time Frame

The contract is scheduled to begin on April 15, 2019. The initial contract deliverables are to be completed by July 1, 2020.

4. Detailed Scope of Work

The Agency seeks the services of a qualified provider with expertise in outsourced payroll processing and related human resource services to meet the payroll, human resource, and general ledger needs of NNMC. Qualified firms wishing to respond to RFP: #2019-001 Payroll and Related Human Resource Services must provide all equipment and materials described in this document, whether directly or through subcontractors/sub-consultants.

Offeror must demonstrate its ability to provide complex payroll related human resource services required by a Higher Education Institution, and to be as responsive as possible to each item in the Scope of Work.

Time is of the essence in the implementation of the Agency's payroll services software/solution. It is anticipated that the payroll services will be ready for full rollout by the start of the next fiscal year July 1, 2019. This includes 1) any software installations, 2) the proposed integration solution with the Agency's BANNER 9 financial software, and 3) training for NNMC management and faculty/staff end-users. Offeror shall demonstrate in the response to the RFP that this timeline can be met or exceeded.

Human Capital Management (HCM) – Desirable Capabilities

General Information:

- Seamless integration between Payroll, General Ledger, and Human Resources data

- Audit trails
- Capacity to handle payroll and status changes for a minimum of 250 faculty, staff, and student employees
- Easy, intuitive navigation
- Training for management and faculty/staff end-users, including training reference resources
- Ongoing support

Payroll Processing:

- Provide a time and labor recording system consistent with FLSA that can accurately account for the following employees categories:
 - General employees non-exempt from the overtime rules in FLSA that requires payment of overtime worked in excess of 40 hours in a seven-day work week
 - General employees exempt from the FLSA overtime rules
- Capacity to run two payroll schedules: a bi-monthly on the 5th and 20th of the month for faculty and a bi-weekly schedule for staff
- Capacity to handle complex payroll structures for various multiple employment types and/or deferred work/pay schedules, including, but not limited to: Full Time Faculty, Part-Time Faculty, Adjunct Faculty, Full Time Staff, Part Time Staff, Temporary Staff, Student Employees and Student Work-Study Employees, Faculty/Staff on FMLA, Faculty on Sabbatical
- Ability to run unscheduled payrolls, i.e. payroll corrections or other emergency needs
- Prepare and remit garnishments and tax levies as required as part of each payroll cycle
- Tracking of Paid Time Off and Comp Time
- Ability to perform year-end corrections/adjustments as needed up to cut-off time for yearend W-2 generation
- Direct deposit options for all employees and paper checks (as needed); direct deposits must be posted to bank accounts prior to pay date
- Remit all payroll taxes to federal and state agencies per prescribed time frames
- Prepare all required reports to the New Mexico Educational Retirement Board system by required deadlines

Employee Access:

- Time Keeping entry on either bi-weekly (staff) or bi-monthly schedule (faculty)
- View online pay stubs and W-2s
- Select their benefits options through open enrollment
- New Hire entry of own data, i.e., personal data, beneficiary, emergency contact, Equal Employment Opportunity (EEO) race and ethnicity classifications, etc.
- Management of employee's own personal information
- Time and Effort reporting for salaried positions funded by federal/state grants – ability to certify budgeted time for federal OMB Uniform Guidance compliance

Supervisory:

- Access employee records for attendance tracking
- Receive notifications of various events that impact employees (performance review dates)

- Review and approve employee timesheets
- Supervisor ability to certify Time and Effort reports for faculty/staff funded by federal/state grants OMB Uniform Guidance compliance

Benefits Administration:

- Ability to accommodate variable benefit rates and accruals that change based on number of hours worked per pay period
- Ability to make one-time, recurring or term (specified number of pay periods) benefit deductions
- Automated deduction payments for insurance, retirement, workers comp and other payments by NNMC
- Administering employee benefits and conducting open enrollments
- Produce census reports, and other reporting required by state/federal/institutional entities
- Checks/balances that prohibit employees from making unauthorized changes
- Automatic premium updates for salary benefit calculations
- COBRA tracking and billing
- FMLA tracking
- HIPPA reporting
- Affordable Care Act reporting
- EEO-1 reporting
- Worker's Compensation reporting

Position Control/Budgeting:

- Manage salaries, pay grades
- Entry and tracking of all status changes: new hires, terminations, leaves, promotions, transfers and more
- Production of organizational chart/hierarchy
- Compensation planning tools
- Position control such that system prohibits an employee hire/transfer if a position does not appear as "vacant"
- Ability to allocate pay &/or hours of an employee between departments

Compensation:

- Tracking employee salary and status changes over time
- Analytical reports for budget and compensation studies and analysis
- Ability to enter and track Supplemental Pay and/or Allowances
- Report showing full cost of pay and benefits
- Job and pay history

General Administration:

- Configurable security levels for employee/manager/senior management access
- Monitoring key information for compliance reporting, such as EEO-1, workers' compensation, workplace accidents, and OSHA forms
- Viewing and reprinting employee pay stubs and W-2s

- Viewing and printing of payroll registers
- Managing security and user access to your company’s critical HR data
- Workflow Management: easily track workflow processes online
- Email alerts/notifications when an approval is needed or if a change has been made.
- Data archiving for inactive/terminated employees
- I-9 completion and storage per Federal guidelines
- W-2 form completion, W-4 distribution, and storage per Federal guidelines
- Reporting capabilities, standard and custom, in compliance with all State/Federal/Internal requirements, according to funding stream and other variables
- Ability to provide for disaster recovery, both for the vendor site and NNMC records
- Hardware requirements and software licenses required by the vendor for each of our users should be specified

B. Mandatory Specifications

Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. All the specifications are MANDATORY. Offerors should respond in the form of a thorough narrative to each specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

1. Offeror’s Higher Education Experience

Offerors shall submit a statement regarding their experience working with higher education intuitions, including experience of subcontractors, if applicable.

2. Offeror’s Company Experience

Offerors shall submit a statement of relevant company experience, including experience of subcontractors, if applicable. The documentation shall thoroughly describe how the Offeror has supplied expertise for similar contracts and work related to payroll and related human resource services. Offerors shall include an overview the company including a summary the company history including the company history of subcontractors, if applicable. The overview shall include:

- a) Type of organization and the state of origin, the date established, location of headquarters and other offices, number and location of employees and a description of types of services offered.
- b) Offerors should include in their proposals documentation describing the extent of their knowledge, experience, and expertise as a provider of professional services for payroll and related human resource services.
- c) Offerors should thoroughly describe the applicability and availability of qualified resources that may be employed for the project.
- d) Offerors should include their proposal copies of appropriate professional certifications and/or other documented credentials.

3. Offeror's Company References

Offeror's proposals shall include three (3) external references from clients who are willing to validate the Offeror's past performance on similar contracts. The reference contact person will be expected to complete and return the Past Performance Questionnaire to the Evaluation Committee within one (1) week from the date the questionnaire is emailed to the recipient. The failure of a reference contact person to return or thoroughly complete the questionnaire will result in a reduction of points awarded for this evaluation factor. The minimum information that shall be provided for each client reference follows:

- a. Name of the contact person;
- b. Name of the company or governmental entity;
- c. Address of the contact person;
- d. Telephone number of contact person;
- e. Email address of the contact person;
- f. A description of the products and services provided and dates the products and services were provided.

At least **ONE** of the references for the proposed professional services must be from a site of comparable or larger size where payroll and related human resource services professional services have been provided. If a subcontractor is going to provide 25% or more of the proposed professional services, past performance references shall also be provided in the proposal. Offerors are encouraged to include additional references that they believe the Evaluation Committee would find helpful in thoroughly evaluating their past performance.

4. Proposed Key Personnel Experience and Qualifications

Offerors shall submit resumes of all proposed Key Personnel, see Section I paragraph F Definitions, who will be performing services under the contract. Experience narratives shall be attached that describe the specific relevant experience of the Key Personnel members in relation to the role that member will perform for this contract. The narrative(s) shall include the name of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credential that clearly shows how they meet and/or exceed the Agency's minimum experience requirements as follows:

- a. Proposed personnel members shall have a minimum of five (5) years of experience with/of payroll and related human resource services.
- b. Proposed personnel member shall have relevant certifications or professional credentials.

5. Proposed Key Personnel Past References

Offeror's shall include two (2) external client references who are willing to validate the

individual's past performance on similar engagements for each proposed Key Personnel, see section I paragraph F, Definitions. The reference contact person will be expected to complete and return the Past Performance Questionnaire to the Evaluation Committee within one (1) week from the date the questionnaire is emailed to the recipient. The failure of a reference contact person to return or thoroughly complete the questionnaire will result in a reduction of points awarded for this evaluation factor. The minimum information that shall be provided for each client reference follows:

- a. Name of the contact person;
- b. Name of the company or governmental entity;
- c. Address of the contact person;
- d. Telephone number of contact person;
- e. Email address of the contact person; and
- f. A description of the products and services provided and dates the products and services were provided.

Offerors are encouraged to include additional references that they believe the Evaluation Committee would find helpful in thoroughly evaluating past performance of their key personnel.

6. Project Plan

Offerors shall submit a thorough project plan as part of the proposal. At a minimum, the project plan shall include a milestone chart including tasks to be performed, the time frame and proposed staff member designated for the completion of each task. The plan should clearly differentiate the on-site versus off-site services hours as well as Agency resources versus Offeror resources.

7. Samples of Work Products/Tools and Techniques

Offerors shall provide samples of relevant work products provided to previous clients. Samples of the work products should be included in Binder 3 of their proposals. Offerors shall provide a thorough description of any tools and or proven techniques that may be employed for payroll and related human resource services.

8. Proposal Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed Key Personnel members identified by the Evaluation Committee in the finalist notification letter at the proposal presentation. A statement of concurrence is required.

9. Cost

Offerors shall provide proposal costs, including hourly rates per service category on the

Proposed Cost and Hourly Rate Form (Appendix C). Hourly rates shall include fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate. The service categories are broken down into three categories: General Administration, Technical Support, and Training. In addition, the Offeror shall include any applicable one-time set-up fees, annual fees, and/or other associated fees.

10. Financial Stability

Offerors shall submit with their proposal an independently audited financial statements from the most recent year, as well as those for the preceding year if they exist. The submission shall include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the Offeror, the Offeror shall state the reason and, instead, submit sufficient information (e.g. D & B Report, unaudited financial reports, bank statements) to enable the Evaluation Committee to determine the financial stability of the Offeror. Offerors shall provide additional financial documents upon request by the Procurement Manager.

11. Resident Business Preference

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident business possessing a valid resident business certificate shall receive 5% (50 Points). The Offeror’s proposal must contain a copy of a valid Resident Business Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference.

12. Resident Veterans Preference

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident veteran possessing a valid New Mexico Resident Veterans Preference Certificate shall receive up to 10% (100 Points). The Offeror’s proposal must contain a valid Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference.

V. EVALUATION

A. Evaluation Point Summary

The following is a summary of evaluation factors with point value assigned to each.

| <u>FACTOR</u> | <u>POINTS AVAILABLE</u> |
|---|-------------------------|
| 1. Higher Education Experience | 100 |
| 2. Company Experience | 100 |
| 3. Company Past Performance /References | 50 |
| 4. Proposed Key Personnel Experience | 100 |
| 5. Key Personnel Past Performance/References | 50 |
| 6. Offeror’s Responsiveness to NNMC’s Payroll Service Needs | 125 |
| 7. Project Plan | 75 |
| 8. Sample Work Products/Tools or Techniques | 100 |
| 9. Proposal Presentation Concurrence | No Points |

| | | |
|--|-----------------|--------------|
| 10. Cost | | 200 |
| 11. Proposal Presentation | | <u>100</u> |
| | SUBTOTAL | 1,000 |
| <u>ADDITIONAL OPTIONAL POINTS</u> | | |
| Points will be awarded based on Offerors ability to provide a copy of a valid Resident Business Certificate OR Resident Veterans Certificate | | |
| Resident Business Preference | | 50 |
| Resident Veterans Preference | | <u>100</u> |
| | TOTAL | 1,150 |

B. Evaluation Factors

Points will be awarded on the basis of the following evaluation factors:

1. Offeror’s Higher Education Experience (100 points)
Points for company experience working with Institutions of Higher Education will be awarded based upon an evaluation of the Offeror's work for previous clients receiving similar services to those proposed by the Offeror for this contract.

2. Offeror’s Company Experience (100 points)
 - a. Company information – (no points)

 - b. Experience - Up to 35 point will be awarded based upon and evaluation of the documented company experience including subcontractors, if applicable, on similar projects and engagements.

 - c. Knowledge – Up 35 points will be awarded based upon an evaluation of the extent of their documented knowledge of [programs/technology] for the project.

 - d. Resources - Up to 15 points will be award based upon an evaluation of the applicability and availability of the Company resources that may be employed for the project.

 - e. Certifications - Up to 15 points will be award based upon an evaluation of the applicability of provided certifications or other credentials to meet the needs of the project.

3. Offeror’s Company References (50 points)
Points for company references will be awarded based upon an evaluation of the Offeror's work for previous clients receiving similar services to those proposed by the Offeror for this contract. Note: points are awarded based upon the responses to the Past Performance Questionnaires.

4. Key Personnel Experience (100 points)
Points for personnel experience will be awarded based upon an evaluation of each staff member's experience as it relates to their proposed role and the needs of this contract. Note: This factor should be divided into meaningful subfactors based upon the specific requirements of the solicitation. Some general criteria may include, education, years of experience etc.
5. Key Personnel References (50 points)
Points for individual references will be awarded based upon an evaluation of the individual's work performed for previous clients receiving similar services to those proposed for the staff member for this contract. Note: points are awarded based upon the responses to the Past Performance Questionnaires.
6. Offeror's Responsiveness to NNMC's Payroll Service Needs (125 points)
Point will be awarded based on upon the Offeror's proposed services and responsiveness to NNMC's payroll and related payroll service needs as detailed in the Scope of Work and HCM Desired Capabilities.
7. Project Plan (75 points)
Points will be awarded for this evaluation factor based upon the quality and thoroughness of the project plan as well as the proposed division of work performed on-site and off-site as well as the division between Agency resources versus Offeror resources.
8. Samples of Work Products/ Tools and Techniques (100 points)
Up to 50 points will be awarded based upon an evaluation of the applicability and quality of the provided samples of work performed for previous clients.
Tools/Techniques – Up to 50 points will be award based upon an evaluation of the applicability of any proposed tools and/or techniques to be used for the project.
9. Proposal Presentation Concurrence – Pass/Fail
10. Cost (200 points)

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

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Offeror's Total Cost}} \times 200 = \text{Award Points}$$

11. Proposal Presentation (100 points)
Points for the proposal presentation will be awarded based upon an evaluation of the qualifications of the proposed staff. Effective communication, technical or application knowledge, experience with similar engagements and the quality of the responses to questions will be the principle criteria for the evaluation. Proposed tools and/or techniques will be evaluated based upon the applicability to the project.

12. Financial Stability – Pass/Fail

13. Resident Business Preference (50 points)

Fifty (50) points will be awarded if the proposal contains a copy the Taxation and Revenue Department’s resident business preference certificate unless a Resident Veterans Preference Certificate is also submitted in which case the higher number of points from the Resident Veterans Preference shall be awarded instead.

14. Resident Veterans Preference (100 points)

One hundred (100) points will be awarded if the proposal contains a copy of the Taxation and Revenue Department’s Resident Veterans Certificate as follows: Resident Veterans businesses with annual revenues of \$3M or less shall receive 100 points.

C. Evaluation Process

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible Offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for non-selection regardless of overall score.

APPENDIX A

**REQUESTS FOR PROPOSALS
RFP#2019-001
Payroll and Related Human Resource Services**

LETTER OF TRANSMITTAL FORM

The failure to properly complete all of the items in this form will result in the disqualification of the proposal.

1. Identity (Name) and Mailing Address of the submitting organization (s): (Proposed Contractor)

2: Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization (s) to contractually obligate the organization (s). (Proposed Contractor)

Name _____
Title _____
Telephone Number: _____ Fax Number: _____
Email Address: _____

3. For the person (s) to be contacted for clarifications:

Name _____
Title _____
Telephone Number: _____ Fax Number: _____
E-Mail Address _____

4. List Proposed Subcontractors: _____

On behalf of the submitting organization named in item #1, above, I accept the conditions and general requirements governing the procurement as required in Section II, Paragraphs A-D. 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. I agree that this proposal is binding and firm for a period of one hundred and twenty (120) days after the due date for receipt of proposals.

_____, 20__
Name: (Type Name)

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

APPENDIX B

SAMPLE
Contract Terms and Conditions

[Governmental Entity Name]
PROFESSIONAL SERVICES CONTRACT
FOR
[RFP Title]

THIS AGREEMENT is made and entered into by and between the [insert Purchasing Agency Name] [Governmental Entity Name], herein after referred to as the "Purchasing Agency", and [insert contractor name] herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- a. "Contract Administrator" means the individual designated by the Purchasing Agency to administer the contract after it has been executed. The Contract Administrator shall be [Name or Title].
- b. "Project Manager" means the individual assigned by the Purchasing Agency to manage the project and administer this Agreement. The Project Manager shall be [Name or Title].
- c. "Project Plan" means a document approved by the Project Manager which includes a list of tasks to be performed and the time frame for the completion of each task. All work under this Agreement shall be performed in accordance with the approved Project Plan.

2. Scope of Work:

[insert detail statement of work including deliverables]

Duties and Responsibilities:

[insert Contractor duties and responsibilities]

[insert Purchasing Agency duties and responsibilities]

Additional Information:

The following listed contractor supplied personnel shall perform services under this agreement:

[insert the names of contractor personnel and consultant classification from the contractor's proposal]

3. Work Environment

[insert location and facilities that will used in the performance of the scope of work. List all Purchasing agency supplied resources and facilities including computer resources to be used, if any]

4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

a. Acceptance -The Purchasing Agency shall determine if the services provided meet specifications. No payment shall be made for any service until the services and/or deliverables have been accepted in writing by the Contract Administrator.. Unless otherwise agreed upon between the Purchasing Agency and the Contractor, within _____() days from the date the Purchasing Agency receives written notice from the Contractor that payment is requested for services, the [Contract Administrator or Project Manager]shall issue a written certification of complete or partial acceptance or rejection of the services or deliverables. Upon certification that the services or deliverables have been received and accepted, payment shall be tendered to the Contractor within _____() days after the date of certification. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

b. Rates - The contractor agrees to perform billable work at the following rate(s) of per hour.

| Service Category | Rate Per Hour On-Site | Rate Per Hour off-Site |
|------------------|-----------------------|------------------------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |

c. Compensation - The total compensation under this Agreement will not exceed [insert \$]. The Contractor shall not be reimbursed for any travel or per diem expenses. All other expensed shall be approved by the Project Manager before they are incurred. Travel time is not billable.

d. Payment of Invoice - Payment shall be made monthly upon the receipt and acceptance if an invoice and a detailed time log of work perfumed. The time log shall indicate the on-site and off-site service hours performed by date, deliverable and the name of the individual performing the services. Payment will be made to the Contractor's designated mailing address.

e. Payment of Taxes - 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).

f. Invoices – Invoices and time logs shall be submitted to the Contract Administrator.

- g. Facilities and Equipment - The Purchasing Agency shall provide Contractor personnel with reasonable office work space and facilities including access to a local telephone service, copy machine usage and office supplies. The Contractor shall provide Contractor personnel with any required personal computer equipment and software and shall reimburse the Purchasing Agency for all long distance telephone calls charged to the Purchasing Agency. **[insert any additional provisions]**

5. Term

This Agreement shall begin on date approved by the [insert governing authority name] and end on [insert date]. [insert renewal options from RFP here, if any]. This Agreement including all extensions and renewals shall not exceed [number] calendar years in duration.

6. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least [insert number of days] days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE INS SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

7. Status of Contractor

The Contractor, and his agents and employees, are independent contractors performing professional services for the Purchasing Agency and are not employees of the [Governing Entity Name]. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of government vehicles, or any other benefits afforded to employees of the [Governing Entity Name] 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.

8. 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 prior written approval of the Purchasing Agency and the [Governing Entity Name] .

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without written approval from the Contract Administrator. The following subcontractor(s) have been approved to supply resources for this Agreement

10. Records of Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Purchasing Agency, [Governing Entity Name] , and appropriate federal authorities. The Purchasing Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Purchasing Agency to recover excessive or illegal payments.

11. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Purchasing Agency to the Contractor. The Purchasing Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the Purchasing Agency, its officers and employees, and the [Governing Entity Name] from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the [Governing Entity Name], unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. Confidentiality

Any confidential information provided to or developed by the Contractor 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 prior written approval by the Contract Administrator.

14. Product of Service: Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the [Governing Entity Name] and shall be delivered to Purchasing Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, meeting notes, design documents, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Project Manager at conclusion of the Agreement.

[Note: The following paragraph is for software development contracts only]
The source code to any custom–developed software under this Agreement shall become the

property of the [Governing Entity Name] and shall be delivered to the Project Manager on media of the Project Manager's choice no later than the termination date of this Agreement.

15. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

16. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. The parties to this contract include the Purchasing Agency, the Contractor, the Chief Procurement Officer and [List additional parties, if any].

17. Approval of Contractor Personnel

Once work has started, no changes of personnel will be made by the contractor without the prior written consent of the Contract Administrator. Replacement of any contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld.

The Purchasing Agency shall retain the right to require or request the removal of any of the Contractor's personnel at any time.

18. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

19. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State [State Name], pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the Governor of the State of State Name], the Contractor agrees to assure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, 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 to be not in compliance with these

requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

20. Indemnification

The Contractor shall hold the[Governing Entity Name] and its agencies and employees harmless and shall indemnify the[Governing Entity Name] and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Purchasing Agency, its officers or employees.

21. Applicable Law

This Agreement shall be governed by the laws of the State of [State Name]. Proper venue for legal action regarding this agreement shall be in the county of [County Name].

22. Limitation of Liability

The Contractor's liability to the Purchasing Agency for any cause whatsoever shall be limited to the purchase price paid to the Contractor for services that are the subject of the Purchasing Agency's claim. The foregoing limitation does not apply to Paragraph 20 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

23. Incorporation by Reference and Precedence

This Agreement is derived from (1) the Request for Proposal, written clarifications to the Request for Proposals and Purchasing Agency response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the Request for Proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including exhibits thereto, if any; (3) the Contractor's Best and Final Offer; (4) the Request for Proposals, including appendices thereto including any documents incorporated by reference and written responses to questions and written clarifications and (5) the Contractor's proposal submitted in response to the Request for Proposals.

24. Warranties

The Contractor warrants that all services provided under this Agreement will be free from defects. The warranty period for services will be for a period of six (6) months after the acceptance of the deliverable. Warranty work will be performed at the Contractor's expense.

25. Project Reporting

The Contractor will provide periodic status reports to the Project Manager. Status reports will include as a minimum a discussion of project progress, problems encountered and recommended solutions, identification of policy or management questions, and requested project plan adjustments.

26. 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 Purchasing Agency.

27 Insurance [Insert Evidence of Insurance Requirements, if any]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by [Governing Authority], below.

[Governing Entity Name]
[insert Purchasing Agency's name])

_____ (Contractor)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

BY: _____
[Governing Authority]

BY: _____
Chief Procurement Officer

DATE: _____

APPENDIX C

PROPOSED COST AND HOURLY RATE FORM

The Offeror listed below submits the following firm, fixed hourly rates, and associated fees to complete the requirements as outlined in this RFP.

| SERVICE CLASSIFICATION | | HOURLY RATES | | | |
|------------------------|--|--------------|----------|-------------------|-------|
| | | ON-SITE | OFF-SITE | RATE | TOTAL |
| 1. | General Administration | _____ | _____ | _____ | _____ |
| 2. | Technical | _____ | _____ | _____ | _____ |
| 3. | Training | _____ | _____ | _____ | _____ |
| | | | | Subtotal | _____ |
| | Description of above rates: | | | | |
| 4. | Set-Up Fees (as applicable): Description: | | | | _____ |
| 5. | Annual Fees (as applicable): Description: | | | | _____ |
| 6. | Other Fees (as applicable): Description: | | | | _____ |
| | | | | Total Cost | _____ |

Offeror Name: _____

APPENDIX D

MANDATORY REQUIREMENTS CHECKLIST

Note: This appendix is completed from the specifications section of the RFP.

| | |
|-----------------|--|
| <p>Yes / No</p> | <p><u>Letter of Transmittal</u> Each proposal shall be accompanied by a Letter of Transmittal (Please Refer to Appendix A). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter of Transmittal such as “subject to successful negotiation” or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.</p> |
| <p>Yes / No</p> | <p><u>Number of Copies</u> Offerors shall provide the following to the location listed below on or before the closing date and time for receipt of proposals: 1. Binder 1 - One (1) original and five (5) identical copies of their proposal; 2. Binder 2 - One (1) original and five (5) identical copies of the response to additional business specifications; 3. Binder 3 - One (1) original and five (5) identical copies of other supporting materials. The original binders shall be marked “ORIGINAL”.</p> |
| <p>Yes / No</p> | <p><u>PROPOSAL FORMAT AND ORGANIZATION</u> All proposals shall be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. The proposal shall be organized and indexed in the following format and shall contain, as a minimum, all listed items in the sequence indicated. Binder 1: <ul style="list-style-type: none"> • Letter of Transmittal • Table of Contents • Summary of Proposed Services and Response to HCM Desired Capabilities (please see Section IV, Paragraph 4) • Response to Mandatory Specifications <ul style="list-style-type: none"> ○ Offeror’s Higher Education Experience ○ Offeror’s Company Experience ○ Offeror’s Company References ○ Offeror’s Key Personnel Experience and Qualifications ○ Offeror’s Key Personnel References ○ Project Plan ○ Proposal Presentation Concurrence ○ Financial Stability ○ New Mexico Residential Business Preference (if applicable) ○ New Mexico Resident Veterans Preference (if applicable) </p> |

| | |
|----------|---|
| | <p>Binder 2:</p> <ul style="list-style-type: none"> • Cost (see Appendix C)* • Offerors Additional Terms and Conditions (optional) • Campaign Contribution Disclosure Form (Binder 2). <p>Binder 3:</p> <ul style="list-style-type: none"> • Samples of Work Products/Tools and Techniques • Other Supporting Materials <p>Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal. <u>*All discussion of proposed costs, rates or expenses shall occur only in Binder 2 with the cost response form.</u></p> <p>Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.</p> <p>The proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.</p> |
| | <p style="text-align: center;"><i>MANDATORY SPECIFICATIONS</i></p> <p>Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. All the specifications are MANDATORY. Offerors should respond in the form of a thorough narrative to each specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.</p> |
| Yes / No | 1. <u>Offeror’s Higher Education Experience</u> |
| Yes / No | 2. <u>Offeror’s Company Experience</u> |
| Yes / No | 3. <u>Offeror’s Company References</u> |
| Yes / No | 4. <u>Offeror’s Proposed Personnel Experience and Qualifications</u> |
| Yes / No | 5. <u>Offeror’s Proposed Key Personnel Past References</u> |
| Yes / No | 6. <u>Project Plan</u> |
| Yes / No | 7. <u>Samples of Work Products/Tools and Techniques</u> |

| | |
|----------|--|
| Yes / No | 8. <u>Proposal Presentation (Concurrence)</u> |
| Yes / No | 9. <u>Proposed Cost and Hourly Rate Form</u> |
| Yes / No | 10. <u>Financial Stability</u> |
| Yes / No | 11. <u>New Mexico Residential Business Preference (if applicable)</u> |
| Yes / No | 12. <u>New Mexico Residential Veterans Preference (if applicable)</u> |

APPENDIX E**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)