



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

In furtherance with



**Request for Proposals**

**New Mexico Solicitation Number 40-000-14-00107**

**NASPO ValuePoint Master Agreement for  
Managed Print Services**

**Issue Date: August 7, 2015**  
**Proposal Due: October 14, 2015**

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**REQUEST FOR PROPOSAL**  
**Managed Print Services**

**Solicitation # 40-000-14-00107**

**SECTION 1: NASPO ValuePoint Solicitation - General Information**

**1.1 Purpose**

The State of New Mexico, General Services Department, State Purchasing Division (Lead State) is requesting proposals for **Managed Print Services** in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals is to establish Master Agreements with qualified offerors to provide **Managed Print Services** for all Participating States. 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 agency because of the collective volume of potential purchases by numerous state and local government entities. It is intended that the State's goal is to reduce print; therefore, as prints are reduced the cost for prints will remain the same.

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 one (1) year with renewal provisions as outlined in the NASPO ValuePoint Master Terms and Conditions (Attachment A).

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, in the Lead State's discretion.

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.

**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 # **40-000-14-00107**. This number must be referred 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 persons 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, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of New Mexico, General Services Department, State Purchasing Division is:

Teri Arevalo  
Lead State Contract Administrator/Procurement Manager  
Joseph Montoya Building  
1100 St. Francis Drive, Room 2016  
Santa Fe, NM 87505  
Email address: [teri.arevalo@state.nm.us](mailto:teri.arevalo@state.nm.us)  
Telephone: (505) 827-0266

### 1.3 Definitions

The following definitions apply to this solicitation. Attachment A also contains definitions of terms used in this solicitation and the NASPO ValuePoint Master Agreement Terms and Conditions.

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

“**Assessment**” means evaluation of all costs and workflow processes in a current print environment and proposal for process improvement and reducing overall cost.

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

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

“**Blended Environment**” means a procuring agency’s output device environment may have multiple brand/manufacture devices within their location(s).

“**Business Hours**” means 8:00 AM thru 5:00 PM.

“**Change Management**” means a structured approach to facilitate planned changes to transition individuals and organizations to a desired future state which will improve workflow efficiency and cost savings.

“**Click Charges**” means charges that include supplies.

“**Close of Business**” means 5:00 PM.

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

obtained from a source outside this request for proposals can be considered confidential information.

**“Content Document Management (CDM) services and Workflow Process (WFP)”** means a service that utilizes software for smart multifunction products (MPFs) that automate paper intensive document workflows and route scanned pages to document management systems. CDM and WFP can be extended to include restructuring of document workflows, improve document security or to reduce print volumes and power consumption for environmental reasons.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, or construction. For clarification purposes, construction is not part of this RFP.

**“Contractor”** means any business through a resulting contract award from this RFP with a state agency or local public body.

**“Document Capture”** is the integration of paper documents into your digital workflows by using technology to analyze information from scanned documents and route them accordingly.

**“Document management system (DMS)”** means a computer system (or set of computer programs) used to track and store electronic documents. It is usually also capable of keeping track of the different versions modified by different users (history tracking).

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

**“Desirable”** the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

**“Early Termination Fee”** means a charge levied when an agency wants to cancel an existing contract.

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

**“Electronic Submission”** refers to submitting Offeror’s proposal by electronic means through [New Mexico’s electronic procurement system](#). The electronic submission will be used by the evaluation committee.

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

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

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

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

“**Implementation**” means the execution of all the processes involved in acquiring new software and hardware operating properly including installation, configuration, running, testing and making necessary changes.

“**Initial Training**” means the training for new users and administrative personnel related to devices and software and equipment that include device features, applications, how to use, benefits, FAQs, on line and help desk information, supply requirements and installation, problem solving easy to correct errors.

“**IT**” means Information Technology.

“**Lead State**” means the State conducting this cooperative procurement, evaluation, and award.

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

“**Master Agreement**” means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

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

“**Monthly Base Service**” shall include consulting & project management; assessments; monitor and manage procuring agency’s fleet; SLA, reporting and invoicing; software; implementation; training; change management plan; content document management and workflow process; security services; and helpdesk/customer service.

“**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.

“**NASPO ValuePoint**” the cooperative purchasing program of the National Association of State Procurement Officials (NASPO).

“**Offeror**” means the company or firm who submits a proposal in response to this Request for Proposal.

“**On-going Training**” means training for upgrades, enhancements, or changes to devices and



software and equipment that include device features, applications, how to use, benefits, FAQs, on line and help desk information, supply requirements and installation, problem solving easy to correct errors.

**“Other Supporting Materials”** means materials Offerors include to enhance their proposal.

**“Participating Entity”** means a state, or other legal Entity, properly authorized to enter into a Participating Addendum.

**“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 procuring agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

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

**“Procuring Agency”** means all state agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law to entertain procurements.

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

**“Proposal”** means the official written response submitted by an Offeror in response to this Request for Proposal.

**“Pull Printing”** means a printing feature where a user's print job is held on a server and released by the user at any printing device which supports this feature.

**“Redacted”** means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section 3.15 of this RFP blacked out BUT NOT omitted or removed.

**“Remote Service Zone”** means areas inaccessible via road from any Urban or Rural Service Zone regardless of distance.

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

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

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

“**Rural Service Zone**” means outside a 60 mile radius from closest Service Base Location, the State Capital or a Metropolitan Statistical Areas.

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

“**Software**” means the entire set of programs, procedures, and routines associated with the operations of a system, including the operating system.

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

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

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

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

“**State Purchasing Agent**” means the director of the purchasing division of the general services department.

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

“**Supplies**” means all parts, supplies and consumables with the exception of paper and staples, except as provided within the RFP and as selected on any subsequent Participating Addendum.

“**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.

“**Urban Service Zone**” means within a 60 mile radius of closest service base location, within 60 miles of the State Capital or within 60 miles radius of a Metropolitan Statistical Area.

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

#### **1.4 NASPO ValuePoint Background Information**

NASPO ValuePoint is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO ValuePoint Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO) doing business as NASPO ValuePoint. 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. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites [www.NASPO ValuePoint.org](http://www.NASPO ValuePoint.org) and [www.naspo.org](http://www.naspo.org).

#### **1.5 Participating States**

In addition to the Lead State conducting this solicitation, other Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement; these Participating States are included in Attachments K. NASPO ValuePoint permits other entities to become Participating Entities after award of the Master Agreement. State-specific terms and conditions that will govern each state’s Participating Addendum are included in Attachment K, or may be incorporated into the Participating Addendum after award. Participating States do not become Participating Entities under the Master Agreement until they execute a Participating Addendum.

#### **1.6 Anticipated Usage**

Attachment F contains the historical usage data from the previous contract and anticipated usage from additional states who have indicated an interest in participating. No minimum or maximum level of sales volume is guaranteed or implied.

#### **1.7 Procurement Library**

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

#### **Procurement Regulations and Request for Proposal – RFP instructions:**

[http://www.generalservices.state.nm.us/statepurchasing/ITBs\\_RFPs\\_and\\_Bid\\_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx)



## SECTION 2: Conditions Governing the Procurement

### 2.1 Schedule of Events

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

Action	Responsible Party	Due Dates
1. Issue RFP	Lead State	August 7, 2015
2. Acknowledgement of Receipt	Potential Offerors	August 17, 2015
3. Pre-Proposal Conference	Lead State	August 24, 2015
4. Deadline to submit Questions	Potential Offerors	August 31, 2015
5. Response to Written Questions	Lead State Procurement Manager	September 16, 2015
<b>6. Proposal Due</b>	<b>Potential Offerors</b>	<b>October 14, 2015 No later than 3:00 pm</b>
7. Evaluation and Award	Evaluation Committee	October 15, 2015 – November 20, 2015
8. Selection of Finalists	Evaluation Committee	November 20, 2015
9. Oral Presentation(s)/ Best and Final Offers	Finalist Offerors	<b>Will not be held</b>
10. Finalize Contractual Agreements	Lead State/Finalist Offerors	November 23, 2015 – December 31, 2015
11. Contract Awards	Lead State/ Finalist Offerors	January 29, 2016 – Upon approval
12. Protest Deadline	Lead State	+15 days

All times are Mountain Time unless indicated otherwise.

### 2.2 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 on behalf of the New Mexico State in furtherance of the NASPO ValuePoint Cooperative Purchasing Program (NASPO ValuePoint) on **August 7, 2015**.

#### 2.2.2 Acknowledgement of Receipt

Potential Offerors should hand deliver, return by email, registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, Attachment E Item 10, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by the date and time noted in Section 2.1 (Schedule of Events).

### **2.2.3 Mandatory Pre-Proposal Conference**

A pre-proposal conference will be held as indicated in the Schedule of Events beginning at **9:00 am** Mountain Standard Time/Daylight Time in person at **TBD**. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see 2.2.4 below). The identity of the organization submitting the question(s) will not be revealed. All written questions will be addressed in writing on the date listed in the Schedule of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

**Attendance at this pre-proposal conference is mandatory and will be a prerequisite for submitting a proposal.**

### **2.2.4 – 2.2.5 RFP Question and Answer Process**

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 using Attachment G (Offeror's Questions) and **sent via email** to the Lead State Contract Administrator.

Offerors may contact **ONLY** the Contract Administrator regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond to any inquires on behalf of the Lead State. **Questions will be limited to RFP submittal instructions only.**

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.

Written responses to written questions will be posted, as indicated in the Schedule of Events, posted to:

[http://www.generalservices.state.nm.us/statepurchasing/ITBs\\_RFPs\\_and\\_Bid\\_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx).

### **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 Procurement Manager 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 Procurement Manager will provide the Evaluation Committee with the evaluation criteria for scoring the proposals. The evaluation criteria are taken directly from the RFP.

The quality of the proposals submitted will determine the number of finalists, so Potential Offerors are encouraged to submit their best proposals.

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**

### **3.2 Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal (Attachment E.9.). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section 5 of this RFP.

### **3.3 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 [http://www.generalservices.state.nm.us/statepurchasing/ITBs\\_RFPs\\_and\\_Bid\\_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx) to obtain RFP addenda or other information relating to the RFP.

### **3.4 Incurring Cost**

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

### **3.5 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.**

### **3.6 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 procuring agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### **3.7 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.

### **3.8 Firm Offers**

Responses to this RFP, including proposed costs, will be considered firm for (180) days after the proposal due date or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

### **3.9 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.

### **3.10 Sufficient Appropriation**

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

### **3.11 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 Procurement Manager.

### **3.12 Governing Laws and Regulations**

This procurement is conducted by the Lead State in accordance with the Lead State Procurement Code. These are available at

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#ProcurementCodeRegulationsExecutiveOrders>.

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the 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 35 of the NASPO ValuePoint Master Agreement Terms and Conditions.

### **3.13 Basis for Proposal**

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

### **3.14 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 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 its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP 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 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.

### **3.15 Disclosure of Proposal Contents**

- A. Proposals will be kept confidential until negotiations and the award are completed by the Lead State. 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 Contract Administrator/Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Proposal containing confidential information must be submitted as two separate versions: unredacted (version for evaluation purposes) and redacted (version (information blacked out and not omitted or removed for the public file.
- C. Confidential data is restricted to:
  - 1. confidential financial information concerning the Offeror's organization;
  - 2. 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.
  - 3. PLEASE NOTE: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Lead State 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.

### **3.16 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.

### **3.17 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 NASPO ValuePoint. The Lead State may otherwise determine at their sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

### **3.18 Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal (Attachment E.9). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

### **3.19 Offeror Exceptions to Terms and Conditions**

#### **Participating Entity**

Offerors are cautioned that award may be made on receipt of initial proposals without clarification or an opportunity for discussion, and the nature of exceptions would be evaluated. Further, the nature of exceptions will be considered in the competitive range determination if one is conducted. Exceptions will be evaluated to determine the extent to which the alternative language or approach poses unreasonable, additional risk to the state, is judged to inhibit achieving the objectives of the RFP, or whose ambiguity makes evaluation difficult and a fair resolution (available to all offerors) impractical given the timeframe for the RFP.

### **3.20 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 Participating Entity and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

### **3.21 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.

### **3.22 Right to Waive Minor Irregularities**

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

### **3.23 Change in Contractor Representatives**

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

### **3.24 Notice of Penalties**

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

### **3.25 Right to Publish**

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

### **3.26 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.

### **3.27 Confidentiality**

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

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 / participating Entity written permission.

### **3.28 Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section 2.2.4, RFP Question and Answer Process).

### **3.29 Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Agency, the Offeror acknowledges that the version maintained by the Agency shall govern. Please refer to: [http://www.generalservices.state.nm.us/statepurchasing/ITBs\\_RFPs\\_and\\_Bid\\_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx).

### **3.30 Certification of Non-Debarment**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal Entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:

- a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
  - b. violation of Federal or state antitrust statutes related to the submission of offers; or
  - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government Entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business Entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed

that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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

## **SECTION 4: Response Format and Organization**

### **4.2 Proposal Submission Instructions**

Offerors shall submit only one proposal in response to this RFP. Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

You may mail or drop off hard copies to the address below on or before the due date and time.

Teri Arevalo  
Lead State Contract Administrator/Procurement Manager  
State of New Mexico, General Services Department, State Purchasing Division  
1100 St. Francis Drive, Room 2016  
P.O. Box 6850  
Santa Fe, New Mexico 87505

Offerors are solely responsible for ensuring that their Proposals are received by Lead State in accordance with the solicitation requirements, before the Closing Date and Time, and at the place specified above. Lead State shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Proposal deliveries made to another location other than to the address identified on the cover sheet of this RFP will be considered non-responsive unless re-delivery is made to the address identified on the cover sheet of this RFP before the Closing Date and Time. **Proposals may NOT be submitted by facsimile or email.**

### **4.3 Required Format**

Offeror's proposal **must** be clearly labeled, numbered, and indexed as outlined in Section 4.4 Proposal Content and Format Requirements. Proposals must be submitted as outlined below. The original copy of each binder shall be clearly marked as such on the front of the binder. Each portion of the proposal (Administrative and Technical Response and Cost) must be submitted in a separate binder and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors shall deliver:

- **Administrative and Technical Proposal** (Binder 1) - one (1) ORIGINAL sealed and one (1) electronic submission of the proposal containing ONLY the information listed in Section 4.4 Proposal Content and Organization. **The electronic submission CANNOT be submitted by facsimile or emailed and shall be submitted using New Mexico's e-procurement system.**
- Proposals containing confidential information must be submitted as two separate binders:
  - **Unredacted** version for evaluation purposes - one (1) ORIGINAL and one (1) electronic submission

- **Redacted** version (information blacked out and not omitted or removed) for the public file - one (1) ORIGINAL **must be submitted as an original sealed proposal physically delivered to the address listed in Section 1.2.**
  
- **Cost Proposals** (Binder 2) - one (1) ORIGINAL sealed and one (1) electronic submission of the proposal containing **ONLY the Cost Proposal**; ORIGINAL and ELECTRONIC submission of the Cost Proposal will be in separate labeled binders from the Administrative and Technical Responses. **The electronic copy CANNOT be submitted by facsimile or emailed and shall be submitted using New Mexico's e-procurement system.**

The original sealed and electronic submission must be identical. In the event of a conflict between versions of the submitted proposal, the Original will govern.

#### 4.4 ELECTRONIC RESPONSES (SPD's E-procurement System eProNM)

Offerors are to submit a proposal through State Purchasing's electronic procurement system. Offerors need only submit a single electronic copy of each section of the proposal, outlined below. Please separate the proposal as described below into separate "envelopes" (files) for your submission. **For information on how to register and submit, visit:**

<http://www.generalservices.state.nm.us/statepurchasing/onlineprocurement.aspx>

1. **Administrative & Technical Proposal** – One (1) electronic upload. All information for the technical proposal **must** be combined into a single file/document for uploading
  - Proposals containing confidential information **must** be submitted as instructed below.
    - **Unredacted** version for evaluation purposes.
      - Upload unredacted version in "Administrative and Technical Proposal - Unredacted only - 1.1"
    - **Redacted** version (information blacked out and not omitted or removed) for the public file **must be submitted as an original sealed proposal physically delivered to the address listed in Section 1.2.**
  
2. **Cost Proposals** – One (1) electronic upload. All information for the cost proposal **must** be combined into a single file/document for uploading.
  - Upload cost proposal in "Cost Proposal Envelope 2.1"

For eProNM technical support issues contact (505) 827-0467 or (505) 827-0472 or [GSD.SPDeProcurement@state.nm.us](mailto:GSD.SPDeProcurement@state.nm.us)

Any proposal that does not adhere to the requirements within this section **may be deemed non-responsive and rejected** on that basis.

#### **4.5 Proposal Content and Format Requirements**

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point by point response, structured in form and reference to the RFP, addressing all requirements and the Scope of Work elements.

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

##### **Administrative and Technical Proposal (Binder 1):**

- A. **Table of Contents**
- B. **Executive Summary** - The one or two page executive summary is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. It must indicate any requirements that cannot be met by the Offeror. The reader should be able to determine the essence of the Proposal by reading the executive summary.
- C. **Insurance Requirements** (Section 6.3)
- D. **Lead State Terms and Conditions** (Section 6.5 & Attachment E)
  - 1. Campaign Contribution Disclosure Form (Attachment E.8)
  - 2. Letter of Transmittal (Attachment E.9)
- E. **Participating States' Terms and Conditions** (if applicable)
- F. **Offeror's Additional Terms and Conditions** (if applicable)
- G. Response to **Business Requirements** (Section 6.7)
  - 1. Offeror's Profile (Section 6.7.1)
  - 2. Manage Services (Section 6.7.2)
  - 3. Customer Service (Section 6.7.4)
  - 4. Data Security (Section 6.7.5)
  - 5. Financial Stability – (Section 6.7.6) Financial information considered confidential, Offerors must submit one (1) redacted and one (1) unredacted binders as instructed in 4.3 above.
- H. Response to **Technical Requirements** (Section 6.8)
  - 1. Scope of Work (Attachment B)

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

- A. Completed Monthly Base Service Rate (Attachment C)
- B. Click Charges (Attachment C)
- C. Value Added Services, if applicable (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. **All discussion of proposed costs, rates or expenses must**



**occur only in Binder #2 on the cost response form.**

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

#### **4.6 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.

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.

## 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. The Lead State also reserves the right in 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.

### 5.2 Discussions with Offerors

In the initial phase of the evaluation process, the Lead State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

During this time, 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 Offerors. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

Offerors shall submit to the lead State Contract Administrator to provide additional information needed.

### 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.

<b>Factors correspond to Section 6 and Attachment E</b>	<b>Points Available</b>
• Signed Campaign Contribution Disclosure Form (Attachment E.8)	<b>Pass/Fail</b>
• Signed Letter of Transmittal (Attachment E.9)	<b>Pass/Fail</b>
• Offeror Profile (Section 6.7.1.)	<b>Pass/Fail</b>
<b>Factors correspond to Section 6.7 and 6.8</b>	<b>Points Available</b>
<b>6.7 Business Requirements</b>	<b>(20 possible total points)</b>
6.7.2. Manage Services	10
6.7.3. Customer Service	5
6.7.4. Data Security	2
6.7.5. Financial Stability	3
<b>6.8 Technical Requirements</b>	<b>(50 possible total points)</b>
6.8.1. Scope of Work	50
<b>7.1 &amp; Attachment C - Cost</b>	<b>(30 possible total points)</b>
<b>TOTAL</b>	<b>100 points</b>

Table 1: Evaluation Point Summary

## 5.4 Evaluation Factors

### 5.4.1 Signed Campaign Contribution Disclosure Form (Attachment E.8)

Pass/Fail only. No points assigned.

### 5.4.2 Signed Letter of Transmittal (Attachment E.9)

Pass/Fail only. No points assigned.

### 5.4.3 Offeror Profile

Pass/Fail only. No points assigned.

### 5.4.4 Manage Services (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

### 5.4.5 Customer Services (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

### 5.4.6 Data Security (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

### 5.4.7 Financial Stability (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

### 5.4.8 Technical Requirements - Scope of Work (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

### 5.4.9 Cost (See Table 1)

The Lead State will use a weighted average formula. The points assigned to each offerors cost proposal will be based on the lowest proposal cost. The offeror with the lowest Proposed Cost will receive 100% of the cost points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Cost is than the Lowest Proposed Cost. An offeror whose Proposed Cost is more than double (200%) the Lowest Proposed Cost will receive no points. The formula to compute the points is:

$$\left( \frac{\text{Lowest cost response for Small Engagement Monthly Service Base Rate}}{\text{Lowest cost response for Small Engagement Monthly Service Base Rate}} + \frac{\text{Lowest cost response for Medium Engagement Monthly Service Base Rate}}{\text{Lowest cost response for Medium Engagement Monthly Service Base Rate}} + \frac{\text{Lowest cost response for Large Engagement Monthly Service Base Rate}}{\text{Lowest cost response for Large Engagement Monthly Service Base Rate}} \right)$$

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$$\left( \frac{\text{This Offeror's cost response to Small Engagement Monthly Service Base Rate}}{\text{This Offeror's cost response to Small Engagement Monthly Service Base Rate}} + \frac{\text{This Offeror's cost response to Medium Engagement Monthly Service Base Rate}}{\text{This Offeror's cost response to Medium Engagement Monthly Service Base Rate}} + \frac{\text{This Offeror's cost response to Large Engagement Monthly Service Base Rate}}{\text{This Offeror's cost response to Large Engagement Monthly Service Base Rate}} \right)$$
$$= \text{Offeror's weighted average}$$

*Offeror's weighted average × Maximum Number of Points*

## **5.5 Evaluation Process**

### **5.5.1 Phase 1: Initial Phase**

In the initial phase of the evaluation process, the Lead State will review all proposals received by the posted due date and time as described in the Schedule of Events in Section 2.1 of this RFP for compliance with the requirements and specifications stated within the RFP. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

### **5.5.2 Phase 2: Responsive Proposals**

Responsive proposals will be evaluated on the factors in Section 5, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section 5 will be recommended for award (as specified in Section 5.10). 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 a score ranging from zero to ten with zero being the lowest and ten being the highest. Evaluators may use half-point increments when assigning a score. The assigned score will then serve as a percentage multiplier to establish the number of Non-Cost Factor Points to be awarded. For example: A score of eight for Manage Services would receive **8** Awarded Points out of a possible 10.

The formula used to arrive at this number of Awarded Points is as follows:  
 $8 \text{ (Evaluator Score)} / 10 \text{ (Maximum Score)} = 0.80 \text{ (Multiplier)} \times 10 \text{ (Maximum Possible Points)} = 8 \text{ (Evaluator's Awarded Points)}$

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 Procurement Manager 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 3.21.

## **5.8 Oral Presentations**

Oral Presentations will not be held; however, if selected as a finalist, the Lead State

may request a finalist to provide additional information to clarify portions of their proposal and answer any questions from the Evaluation Committee via written communication. This is not an opportunity for the Offeror to make changes to the submitted proposal or submit a better proposal.

**5.9 Best and Final Offers**

Best and Final Offers are not anticipated so Offerors should submit their best cost when submitting their proposal.

**5.10 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.

**5.11 Selection of Finalists**

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section 2.1, Schedule of Events or as soon as possible.

**5.12 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.

**5.13 Contract Awards**

After review 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.

**5.14 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.

### **5.15 Protest**

Protests of the solicitation or award must be delivered by mail to the Protest Manager. As a Protest Manager has been named in this Request for Proposals, pursuant to Section NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement manager be considered properly submitted.

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:

Lawrence Maxwell  
State Purchasing Agent  
1100 St. Francis Drive, Room 2016  
PO Box 6850  
Santa Fe, NM 87505  
Lawrence.Maxwell@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.

### **6.2 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 States Participating Addendums.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in Attachment A, the Lead State specific terms and conditions required to execute a master agreement in Attachment E, the scope of work (Attachment B) and selected portions of the Offerors Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in Attachment A. Offerors must acknowledge in the Letter of Transmittal item 10, they have read and understand all of the terms and conditions as shown in the Master Agreement Attachment A.

### **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 17 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 17.

### **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 26 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 27 of NASPO ValuePoint Master Agreement Terms and Conditions.

Offerors shall identify the person responsible for providing the mandatory usage reports in the Letter of Transmittal, item 5. (This information must be kept current during the contract period). Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

### **6.5 Lead State Terms and Conditions**

Refer to Attachment E for the Lead State Special Terms and Conditions that apply to this solicitation. Offeror shall indicate in its Letter of Transmittal, item 11 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**

As a courtesy to Offerors, some Participating State specific Terms and Conditions are provided

in Attachments to this solicitation. These are **for informational purposes only** and will be negotiated with individual Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

**6.7 Business Requirements**

This section contains business requirements pertaining to the **Managed Print 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 Offeror Profile**

Offerors must provide the following information specific to your company in the format below:

Required Information	Offeror’s Response
1. Company’s full legal name.	
2. Primary business address.	
3. Describe your company ownership structure (sole proprietor, partnership, corporation, etc.).	
4. Number of employees.	
5. Website.	
6. Sales contact information.	
7. Your client retention rate during the past 3 years.	
8. A brief history of your company and the year it was founded.	
9. Number of employees locally with the expertise to support the requirements identified in this RFP.	
10. Number of employees nationally with the expertise to support the requirements.	
11. Is your company a minority, women, veteran owned business or a certified small business? If so please indicate which. <b>This question will NOT be evaluated; it is for informational purposes only.</b>	
12. Will you be using Value Added Resellers (VAR)? If so, please provide them in Attachment J. <b>This question will NOT be evaluated; it is for informational purposes only.</b>	



## 6.7.2 Manage Services

Offerors must:

Required Information	Offeror's Response
<p>1. Provide a description of relevant corporate experience with state government and private sector where you have offered managed print services. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Managed Print Services. All Managed Print Services provided to private sector will also be considered;</p>	
<p>2. Describe your company's implementation strategy. The strategy should contain your training approaches; communication plan; organizational change management process; how moves, adds and changes (MACs) are handled; continuous improvement and program management are collaboratively addressed. In addition, describe any software required for MPS, options for hosting that software and the compatibility across manufacturers of that software.</p>	
<p>3. Describe how your company calculates realistic cost savings for implementation of MPS.</p>	
<p>4. What happens if customers' cost savings are lower than projected cost savings?</p>	
<p>5. Describe your company's approach when developing a project plan where other manufacturer's devices are on-site. Include how your company proposes to handle existing leases of other manufacturer's devices and how that is factored into projected cost savings.</p>	
<p>6. Indicate how many Managed Print Services have been implemented in the last two years and what percentage of business revenue is derived from Managed Print Services engagements;</p>	
<p>7. Describe at least two project successes and failures of a Managed Print Services engagement. Include how each experience improved the Offeror's services.</p>	
<p>8. Describe how the prices for recent MPS engagements compare with the proposal prices? Be specific, if pricing changed, what were the</p>	

drivers of the changed pricing?	
9. How does your company remain competitive in the managed print industry to improve efficiencies? How do those efficiencies transfer to your customers? How are those efficiencies reflected in your proposal?	
10. What changes has your company taken to continue in the development and growth of this service? How does that growth compare to others in the industry?	

**6.7.3 Customer Service**

Offerors must provide the following information specific to your company’s customer service in the format below:

Required Information	Offeror’s Response
1. What are your hours of operation and when are key account people available to us?	
2. Describe how problem identification and resolution will be handled.	
3. How will you service our account? Describe the system you will use to manage our account.	
4. How do you respond to customer complaints and service issues? Identify your escalation process and the personnel that will handle escalation	
5. How do you assess customer satisfaction?	
6. What are your quality assurance measures and how are they handled in your organization.	
7. Describe how your company will provide the Monthly Base Service (MBS) as defined within this RFP.	
8. Describe how your company will provide a detailed report/invoice for the MBS. Please provide a sample report/invoice.	
9. Describe your company’s problem resolution process.	

**6.7.4 Data Security**

Required Information	Offeror’s Response
1. What measures do you take to protect sensitive customer information?	

**6.7.5 Financial Stability**

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

**6.8 Technical Requirements**

This section contains technical requirements pertaining to the **Managed Print 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 this RFP solicitation.

### **6.8.1 Scope of Work**

Unless otherwise instructed, Offerors should respond in the form of a thorough written narrative which demonstrates how they 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 in proposals will be evaluated independent of the technical evaluation. Cost proposal must be submitted to the Lead State as a separate document in Offerors Proposal. **Do not embed cost proposal in the technical proposal response.**

Offeror shall provide detailed costs for all costs associated with the responsibilities and related services, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance, per Attachment C.

Costs listed in the Value Added section will not be used in the cost calculation formula and will not be assigned points. Awarded Contractors will be held to any costs stated in this section if the State chooses to add these services to the Master Agreement.

All prices and rates must not include New Mexico Gross Receipts Tax (NMGRT) or local taxes; however; the services are subject to all applicable NMGRT. Taxes must be paid at the rate in effect during the period in which services are performed and included at the time of 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 prices and rates offered shall be guaranteed for the term of the Master Agreement. Any request for price or rate adjustment following the initial Master Agreement term, is detailed in Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions.

## Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions



Appendix  
A\_NASPO\_VaulePoint

## **Attachment B: Scope of Work**

As defined by Gartner, Managed Print Services (MPS) is a generic Gartner term for a service offered by an external provider to optimize or manage a company's document output to meet certain objectives, such as driving down costs, improving efficiency and productivity, or reducing the IT support workload. Under MPS, a service provider takes primary responsibility for meeting the customer's office printing needs, including the printing equipment, supplies, services, and the overall management of the printer fleet.

The MPS components may include the following:

1. consulting and project management;
2. assessments;
3. monitor and manage Procuring Agency's fleet,
4. service level agreement, reporting and invoicing;
5. software;
6. implementation;
7. training;
8. change management plan;
9. content document management and workflow process;
10. security services;
11. helpdesk/customer service;
12. value added services

### **Offerors Instructions**

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

All services below are considered general MPS services and will be included in the base price.

#### **1. Consulting and Project Management**

Consulting and project management services are considered services that help organizations improve their print performance, development of plans and schedules for improvement, change management, technology implementation, and strategy development.

#### **2. Assessments**

Offerors shall provide two (2) actual samples of varying sizes for public customer's assessment and describe how they were implemented.

## **2.1. Initial Assessment**

Offerors must provide, at a minimum, an initial no cost assessment. An Initial Assessment does not guarantee an Awarded Contractor a Procuring Agency contract. An Initial Assessment shall include a review of the current print environment providing recommendations for a rationalized print environment and provide an estimate of potential future savings. This no cost assessment may occur as a part of a Vendor's proposal to offer Managed Print Services, or may occur after contract award.

The initial assessment must contain the minimum requirements listed below must identify all software and all associated costs proposed:

- a. Document Workflow Assessment;
- b. Procuring Agency's future needs versus current practices;
- c. Identify cost of services, supplies and parts for fleet (exclude paper and staples);
- d. Identify current equipment output and Total Cost of Ownership including phone line charges for fax functionality, toner purchases, time and material calls, service agreements;
- e. Identifying user-to-device ratio with right device, right location and right functions;
- f. Preliminary estimated cost savings and efficiencies;
- g. Employee productivity improvements;
- h. Environment impact analysis;
- i. Documented security assessment;

## **3. Monitor and Manage Procuring Agency's Fleet**

Offerors must describe how they will monitor and manage print devices to include:

- a. Network access
- b. Fleet configuration and utilization
- c. Multi-vendor Support and Maintenance: Management of legacy owned devices including parts, labor and supplies, installing, moving, and changing;
- d. Removing and disposing of devices, including recycling programs;
- e. Remote monitoring and management of all print devices for use in the management and reporting of consumable spend, break/fix, technical support and the improvements of efficiencies for supplies and/or cost reductions. Monitoring fleet performance and cost saving opportunities. Include how your organization performs meter collection for those devices that are not networked.
- f. Continual optimization of print output environment, regardless of printer brand, business process reviews to ensure that the procuring agency's objectives are being met.
- g. Innovative ways your organization helps eliminate unnecessary printing; reduce carbon footprint usage, waste, or "green spend", etc.
- h. On-going Assessment: Offerors must provide a regular On-going Assessment to evaluate the procuring agency's identified objectives outlined in the initial assessment. The On-going Assessment shall include but not limited to continuous process improvement, and business reviews such as; device utilization, fleet performance, cost saving opportunities, department/site usage, green spend, consumables monitoring report, remote management, service level agreement monitoring and etc. The frequency of the On-going Assessment



will be either on a quarterly or semi-annual basis and will be identified in the Participating Addendums.

#### **4. Service level agreements, reporting and invoicing**

At a minimum, the following reports will be required:

- a. ensure SLA compliance and support;
- b. device performance;
- c. device inventory detail;
- d. helpdesk call-log detail;
- e. incident detail per device;
- f. meter volume metric;
- g. consumable spend and detail;
- h. line item billing detail;
- i. total output of each device

Additional reporting maybe required and addressed at the Procuring Agency level.

Offerors are to clearly define their different billing reports available for Procuring Agencies.

#### **5. Software**

Offerors must list and describe all software that may be required to perform MPS. At a minimum describe:

- a. Print management software to manage the volume and nature of print and authenticate the users;
- b. Device management software to monitor and manage the print devices in an environment on-site and remotely;
- c. Scan routing software to route scans to various destinations including fax servers, network folders and email;
- d. Discovery and design software to analyze and plan for the change required in implementing MPS;
- e. Mobile device printing software;
- f. Provide an overview of additional software that is utilized in your MPS offering if different than above items;
- g. Rules based software;
- h. job based accounting software;

#### **6. Implementation**

Offeror's narrative shall describe in detail what is included in their typical implementation plan and show how their analysis, assessment, and planning come together for delivery of recommended solution to meet the Procuring Agency's goals.

#### **7. Training**

Offerors must describe their approach to ensure Procuring Agency's employees are well-trained to maximize the managed print solutions. Offerors training plan shall describe course materials

and types of training available (targeted, web based, on-site, one-on-one, etc.) for both Initial and On-Going training.

### **8. Change Management Plan**

Offerors must describe in detail all aspects of their change management plan.

### **9. Content Document Management and Workflow Process**

Offerors must describe their scanning and document capture services to include document content document management solutions, storage, pull printing and workflow optimization components.

### **10. Security Services;**

Offerors must describe how its technologies will guarantee security solutions such as; intrusion detection, device security integration, user authentication, secure document release, document privacy, securing data, protecting content integrity, job tracking (document in transit and at rest), printed documents, printing from mobile devices, pull printing, content management, imaging and printing fleets, network security, security compliance and audit services including cloud access.

Offerors must also describe their device hard drive security procedures as defined in US Department of Defense (DoD) 5220.22-M.

### **11. Helpdesk/Customer Service**

Offeror must describe in detail the process used to ensure adequate service representatives will be available during the Procuring Agency's regular business hours.

Offeror must describe procedures for addressing and resolving customer problems, complaints, and issues. The narrative should include expected response time after initial contact to the help desk, timelines and escalation measures to resolution.

### **12. Value Added Services**

Offeror should describe any value added services such as but not limited to:

- onsite print center, including staffing;
- introduction of new technology as it becomes available for MPS;
- options for on-site full-time and/or part-time staff;
- additional software or licensing components of any services not provided within the base service such as mobile device printing;
- customized reports;
- other recycling programs.

Value added section are desirables and will not be evaluated and will not be assigned points. If the State chooses to add these services, the Vendor will be held to any costs proposed for that value added service.

## Attachment C: Cost Forms

Managed Print Services will be based on a Monthly Base Service Rate (MBSR) and a Monthly Click Rate (MCR). The Monthly Base Service Rate will include the components listed in Attachment B, Scope of Work; the components are also listed in the table below. The MBR may decrease depending on the base components required by each Procuring Agency (PA) but will not be more than the MBR that is proposed by the Offeror.

The MCR will include costs for supplies. The MCR may decrease depending on actual information at each PA but will not be more than the MCR that is proposed by the Offeror. The MCR may also decrease as new technology is introduced into the PA's environment at which the Awarded Offerors are to work with the PAs to reduce the MCR charged.

Offerors may include Value Added Services (VAS) and associated costs for the VAS that are **not** captured in the base rate or click rate. VAS and associated costs shall only be listed in Item 3, below. Offerors will be held to any rates stated in this section.

### 1. Monthly Base Service Rate

Offeror must provide costs for each component of managed print services defined within this RFP. For specific MPS services, Offerors must provide a maximum monthly base rate for MPS components listed in table below. The maximum monthly base rate proposed should not include state gross receipt tax or local taxes. Taxes will be included as part of the awarded Master agreement and Participating Addendums but may not be included in the maximum hourly rate proposed.

MBSR will be based on size of engagements as defined below:

	<u>Type of Engagements</u>		
	<u>Small</u>	<u>Medium</u>	<u>Large</u>
<u>Single Function Devices</u>	<u>up to 100</u>	<u>&gt;101 and &lt;300</u>	<u>≥ 301</u>
<u>Multi-function devices</u>	<u>up to 114</u>	<u>&gt; 115 and ≤ 200;</u>	<u>≥ 205</u>

MPS Base Service Cost Form

MPS Base Service Components	Small Engagement Monthly Service Base Rate	Medium Engagement Monthly Service Base Rate	Large Engagement Monthly Base Service Rate
Consulting & Project Management			
Assessments			
Monitor and Manage Procuring Agency's Fleet SLA, Reporting and Invoicing			
Software	\$ <u>          </u>	\$ <u>          </u>	\$ <u>          </u>
Implementation	<u>per month</u>	<u>per month</u>	<u>per month</u>
Training			
Change Management Plan			
Content Document Management and Workflow Process			
Security Services			
Helpdesk/Customer Service			

All services included in the base components are not to exceed maximum monthly base rate; however, base rates may be negotiated at a lower rate based on MPS base components requested.

## 2. Click Charges

Click Charges will include supplies and will be billed in arrears on a monthly basis. Offerors must submit its maximum click charge for each segment listed by each service zones, and environment.

### Click Charges Cost Form

Rural Service Zone			
	Types of Engagements		
	Small	Medium	Large
Single Function Mono	\$	\$	\$
Single Function Color	\$	\$	\$
Multi-Function Mono	\$	\$	\$
Multi-Function Color	\$	\$	\$

Urban Service Zone			
	Types of Engagements		
	Small	Medium	Large
Single Function Mono	\$	\$	\$
Single Function Color	\$	\$	\$
Multi-Function Mono	\$	\$	\$
Multi-Function Color	\$	\$	\$

Remote Service Zone			
	Types of Engagements		
	Small	Medium	Large
Single Function Mono	\$	\$	\$
Single Function Color	\$	\$	\$
Multi-Function Mono	\$	\$	\$
Multi-Function Color	\$	\$	\$

**3. Value Added Service\***

Offerors may provide costs for Value Added Services listed below and/or list additional Value Added Services with associated costs as illustrated in chart below.

Value Added Services Cost Form

Value Added Service	Cost	Per Unit
Onsite print center, including staffing	\$	
Introduction of new technology as it becomes available for MPS	\$	
Options for on-site full-time and/or part-time staff	\$	
Additional software or licensing components of any services not provided within the base service such as mobile device printing	\$	
Customized reports	\$	
Other recycling programs	\$	
After hour rate for MPS	\$	
List additional Value Added Services below		
	\$	
	\$	
	\$	

\* Value added section are desirables and will not be evaluated and will not be assigned points. If the State chooses to add these services, the Vendor will be held to any costs stated.

## Attachment D: Detailed Sales Report and Data Format



NASPO ValuePoint  
Detailed-Sales Report

## **Attachment E: New Mexico's Additional Terms and Conditions**

### **1. Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the agency and are not employees of the State of New Mexico. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

### **2. Non-Collusion**

In signing the Master Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

### **3. Release**

The Contractor, upon final payment of the amount due under this Master Agreement, releases the agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Master Agreement. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

### **4. New Mexico Employees Health Coverage**

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information  
<http://www.insurenemexico.state.nm.us/>.



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

**5. Pay Equity Reporting Requirements**

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

**6. New Mexico Administration Reporting and Fees**

The Contractor agrees to provide a utilization report on all sales and/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

<u>Quarter</u>	<u>Period End</u>	<u>Report Date</u>
First	July 1 – September 30	October 31
Second	October 1 – December 31	January 31
Third	January 1 – March 31	April 30
Fourth	April 1 – June 30	July 31

The periodic report shall include the gross total sales and other revenues (including

commissions charged) for the period subtotaled by procuring agency or local public body name. Please note that the SPD is interested in the distinction between sales to state agencies and those to local public bodies (such as cities and counties) to evaluate to whom SPD contracts are most beneficial. Such information will aid in strategically sourcing future procurements to ensure SPD is meeting the needs of its customers.

The reports shall be accompanied with a check payable to the State Purchasing Division for an amount equal to one percent (1.00%) of the total sales and other revenues derived from New Mexico state agencies and local public bodies (including commissions charged) for the period. This fee is in addition to the fee specified in the NASPO ValuePoint Master Agreement Terms and Conditions that is based on all sales under the Master Agreement.

The failure to file the utilization reports and fees on a timely basis shall constitute grounds for suspension of this Agreement or termination of this Agreement for cause.

### **7. 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 agency.

### **8. 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 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.**



Campaign  
Contribution Disclosure Form.docx

### **9. Letter of Transmittal**

Offeror's proposal must be accompanied by the Letter of Transmittal Form which must be completed and signed by an individual person authorized to obligate the company.



Letter of Transmittal  
Form.docx

### **10. Acknowledgement of Receipt Form**

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



Acknowledgement of  
Receipt Form.docx

## Attachment F: Historical Usage Data

2012 – Awarded November 1, 2012

2013 -

<b>Managed Print Services (NM)</b>	
Canon USA, Inc.	\$-
Hewlett-Packard Co.	\$-
Lexmark International, Inc.	\$-
Ricoh Americas Corp.	\$31,705
Toshiba America Business Solutions, Inc.	\$-
Xerox Corp.	\$66,865
Total	\$98,570

2014 -

<b>Managed Print Services (NM)</b>	
Canon USA, Inc.	\$-
Hewlett-Packard Co.	\$557,974
Lexmark International, Inc.	\$92,809
Ricoh Americas Corp.	\$1,712,538
Toshiba America Business Solutions, Inc.	\$-
Xerox Corp.	\$1,096,775
Total	\$3,460,096

**Attachment G: Offeror's Questions**

Question #	RFP Reference (page and RFP section)	Offeror's Question	Response (New Mexico's Response)
1			
2			
3			
4			
5			
6			
7			
8			
9			

## **Attachment H: Master Agreement**

The Master Agreement will be the NASPO ValuePoint Master Agreement with a signature page, the Scope of Work listed within this RFP and the awarded Offeror's Cost Forms.

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



Master Agreement  
MPS.docx

**Attachment J: Value Added Resellers (VAR)**

Value Added Resellers (VAR) Information				
Company Name	Address/ Location	Contact Information	Phone Number	Eligible Services

## Attachment K: Participating States



2015-Managed\_Print-  
Services\_ITP\_LA.pdf

Louisiana



2015-Managed\_Print-  
Services\_ITP\_MT.pdf

Montana



2015-Managed\_Print-  
Services\_ITP\_NV.pdf

Nevada



2015-Managed\_Print-  
Services\_ITP\_VT.pdf

Vermont



2015-Managed\_Print-  
Services\_ITP\_WA.pdf

Washington