

STATE OF NEW MEXICO  
DEPARTMENT OF TRANSPORTATION



**RFP # 08-17**

**Title: Statewide Traffic Records System (STRS)**

**Issue Date: March 28, 2008**

N.M. Department of Transportation  
Traffic Safety Bureau  
604 West San Mateo Road  
Santa Fe, New Mexico 87505  
P.O. Box 1149  
Santa Fe, N.M. 87504-1149

I. INTRODUCTION.....	1
A. PURPOSE OF THIS REQUEST FOR PROPOSALS .....	1
B. VISION FOR STATEWIDE TRAFFIC RECORDS SYSTEM .....	2
C. SUMMARY SCOPE OF WORK.....	4
D. SCOPE OF PROCUREMENT .....	4
E. PROCUREMENT MANAGER.....	5
F. DEFINITION OF TERMINOLOGY.....	5
G. BACKGROUND INFORMATION .....	11
H. PROCUREMENT LIBRARY.....	12
II. CONDITIONS GOVERNING THE PROCUREMENT .....	14
A. SEQUENCE OF EVENTS .....	14
1. Issue of RFP .....	14
2. Pre-Proposal Conference .....	15
3. Distribution List Response Due.....	15
4. Deadline To Submit Additional Written Questions.....	15
5. Response to Written Questions/RFP Amendments .....	15
6. Submission of Proposals .....	16
7. Proposal Evaluation.....	16
8. Selection of Finalists.....	16
9. Best and Final Offers from Finalists.....	16
10. Oral Presentation by Finalists .....	16
11. Finalize Contract.....	17
12. Contract Award.....	17
13. Protest Deadline.....	17
B. GENERAL REQUIREMENTS.....	17
1. Acceptance of Conditions Governing the Procurement.....	18
2. Incurring Cost.....	18
3. Prime Contractor Responsibility.....	18
4. Subcontractors.....	18
5. Amended Proposals .....	18
6. Offeror's Rights To Withdraw Proposal .....	18
7. Proposal Offer Firm.....	18
8. Disclosure of Proposal Contents .....	19
9. No Obligation .....	19
10. Termination .....	19
11. Sufficient Appropriation .....	19
12. Legal Review .....	19
13. Governing Law.....	20
14. Basis for Proposal .....	20
15. Contract Terms and Conditions .....	20
16. Offeror's Terms and Conditions.....	20
17. Contract Negotiation .....	20
18. Offeror Qualifications.....	21
19. Right To Waive Minor Irregularities.....	21
20. Change in Contractor Representatives .....	21
21. Notice .....	21
22. Agency Rights.....	21

23. Right To Publish .....	21
24. Ownership of Proposals .....	21
25. Electronic mail address required.....	22
26. Use of Electronic Versions of this RFP .....	22
III. RESPONSE FORMAT AND ORGANIZATION.....	23
A. NUMBER OF RESPONSES .....	23
B. NUMBER OF COPIES .....	23
C. PROPOSAL FORMAT .....	23
1. Proposal Organization for Proposal Category One .....	23
2. Proposal Organization for Proposal Category Two .....	24
3. Letter of Transmittal.....	24
IV. SPECIFICATIONS .....	26
A. INFORMATION .....	26
1. Timeframe .....	26
2. Agency Resources .....	26
3. Work Performance .....	26
4. History and Scope .....	26
5. Independent Verification and Validation (IV&V). .....	28
6. STRS Technical Environment.....	28
B. MANDATORY SPECIFICATIONS FOR PROPOSAL CATEGORY ONE .....	28
1. Offeror's Company Experience.....	28
2. Offeror's Past Performance/References .....	29
3. Offeror's Proposed Personnel Experience and Qualifications .....	29
4. Offeror's Key Personnel References .....	29
5. Project Approach and Plan .....	30
6. Other Value Added Services or Options.....	30
7. Oral Presentation.....	30
8. Proposed Hourly Rates.....	31
9. Financial Stability.....	31
10. Completed Campaign Contribution Disclosure Form .....	31
11. New Mexico Employees Health Coverage Form .....	31
12. Performance Bond Letter.....	31
C. MANDATORY SPECIFICATIONS FOR PROPOSAL CATEGORY TWO .....	32
1. Offeror's Company Experience.....	32
2. Offeror's Past Performance/References .....	32
3. Offeror's Proposed Personnel Experience and Qualifications .....	32
4. Offeror's Key Personnel References .....	32
5. Project Approach and Plan .....	33
6. Oral Presentation.....	33
7. Proposed Hourly Rates.....	33
8. Financial Stability.....	34
9. Completed Campaign Contribution Disclosure Form .....	34
10. New Mexico Employees Health Coverage Form .....	34
V. EVALUATION .....	35
A. EVALUATION POINT SUMMARY .....	35
B1. EVALUATION FACTORS PROPOSAL CATEGORY ONE .....	35
B2. EVALUATION FACTORS PROPOSAL CATEGORY TWO.....	37
C. EVALUATION PROCESS:.....	39

APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM ..... 41

APPENDIX B1: AGREEMENT TERMS AND CONDITIONS..... 42

APPENDIX B2: EXHIBIT A FOR ..... 61

PROPOSAL CATEGORY TWO..... 61

APPENDIX C1: PROPOSAL CATEGORY ONE ..... 77

COST RESPONSE FORM ..... 77

APPENDIX C2: PROPOSAL CATEGORY TWO..... 78

COST RESPONSE FORM ..... 78

APPENDIX D: CAMPAIGN CONTRIBUTION DISCLOSURE FORM ..... 79

APPENDIX E: NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM..... 82

## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Department of Transportation (NMDOT) Traffic Safety Bureau, the Agency, is seeking proposals from prospective offerors for technical professional services for the planning, management, analysis, design, development, installation, training and implementation of a Statewide Traffic Records System (STRS), proposal category one. In addition, the Agency is seeking proposals from prospective offerors for Independent Verification and Validation (IV&V) support services, proposal category two. Offerors may submit proposals for either or both proposal categories, but the category contracts shall not be awarded to the same Offeror. A single Offeror shall not perform services for both proposal categories of service.

#### Proposal Category One

NMDOT is interested in offers from companies that have documented technical experience and who can propose a technical staff with expertise with traffic records, traffic safety, citation processing and related application systems. Subcontractors may be proposed to augment the Offeror's proposed personnel for specific activities designated in the offeror's proposal; however, the Offeror shall be wholly responsible for performance of the contract. The contractor shall open, staff and equipment a project office in Santa Fe or Albuquerque, New Mexico.

Although the Agency would prefer to award a single contract to a single company that can meet or exceed all of the Agency requirements, the Agency reserves the right to make a multiple source award if it is in the Agency's best interest to do so. The Agency reserves the option to contract for only those portions of the Offeror's proposal which is in its best interest. The Agency reserves the right to utilize consulting resources from other sources if beneficial to the Agency. Some portions of the STRS may result from the acquisition of proven commercial-off-the-shelf (COTS) or public domain application software that will meet some of the STRS requirements. Finally, the Agency reserves the right to offer a permanent employment position to selected contractor supplier personnel.

#### Proposal Category Two

NMDOT is interested in offers from companies that have documented IV&V experience. Knowledge of traffic records, traffic safety, citation processing and related application systems is desirable. Subcontractors may be proposed to augment the offeror's proposed personnel for specific activities designated in the offeror's proposal; however, the offeror shall be wholly responsible for performance of the contract. Project oversight meetings shall be held in Santa Fe or Albuquerque, New Mexico.

The contract for this category shall be a single source award. The Agency reserves the option to contract for only those portions of the offeror's proposal which are in its best interest. The Agency reserves the right to utilize consulting resources from other sources if beneficial to the Agency. Some portions of the IV&V services for the

STRS project or a subproject may be staffed from price agreements or other authorized contracting means.

## **B. VISION FOR STATEWIDE TRAFFIC RECORDS SYSTEM**

The New Mexico Statewide Traffic Record System (STRS) is a multi-phase, multi-year program created to integrate the electronic collection and transmission of traffic records data with the development of traffic safety programs aimed at reducing traffic related fatalities, crashes and injuries. The purpose of the STRS is to enhance the ability of traffic records agencies, partners, and stakeholders to provide and deliver timely, accurate, complete, uniform, and accessible traffic safety data to address traffic-related concerns and improvements.

The primary goal of the STRS is to identify the multi-tiered data processes amongst traffic records entities and assist decision makers with making significant improvements in a minimum amount of time with the greatest level of efficiency. The STRS is composed of various data systems utilized to collect, store, and disseminate traffic records information: Crash, Citation/Adjudication, Driver/Vehicle History, Injury Surveillance, and Roadway.






The STRS sets the foundation for assuring that data is available to support both federally funded traffic safety programs and those programs that are funded from State and local sources. Participating members of the STRS work diligently to ensure the development of the STRS is carefully planned and executed to assist them with focusing their efforts to achieve the goals and objectives set forth in the STRS Strategic Plan.

### Proposed Project Objectives/Performance Metrics

- Develop a statewide traffic records database for all electronically submitted traffic records data.
- Minimize the amount of data that has to be transferred manually
- Create a data sharing and exchange program between the agencies to help deter and reduce repeat offenders, reduce the number of fatal crashes, and create a comprehensive, accessible citation system.
- Provide a comprehensive repository for analytical reporting on traffic records data.
- Develop and maintain the electronic exchange of judgment and sentencing information between the Administrative Office of the Courts and the Motor Vehicle Division.
- Develop an electronic interface between the LEA's TraCS database or RMS.
- Address Stakeholder Publication Policies and Procedures Specific to Release of Information.

The Strategic Plan has two primary benefits: 1) To create a Statewide Traffic Records System (STRS) designed for the electronic collection and transmission of data between traffic record entities, from the initiation of the traffic related citation through offender sentence completion; and 2) To establish web access to traffic records, reports, and traffic analysis through the STRS.

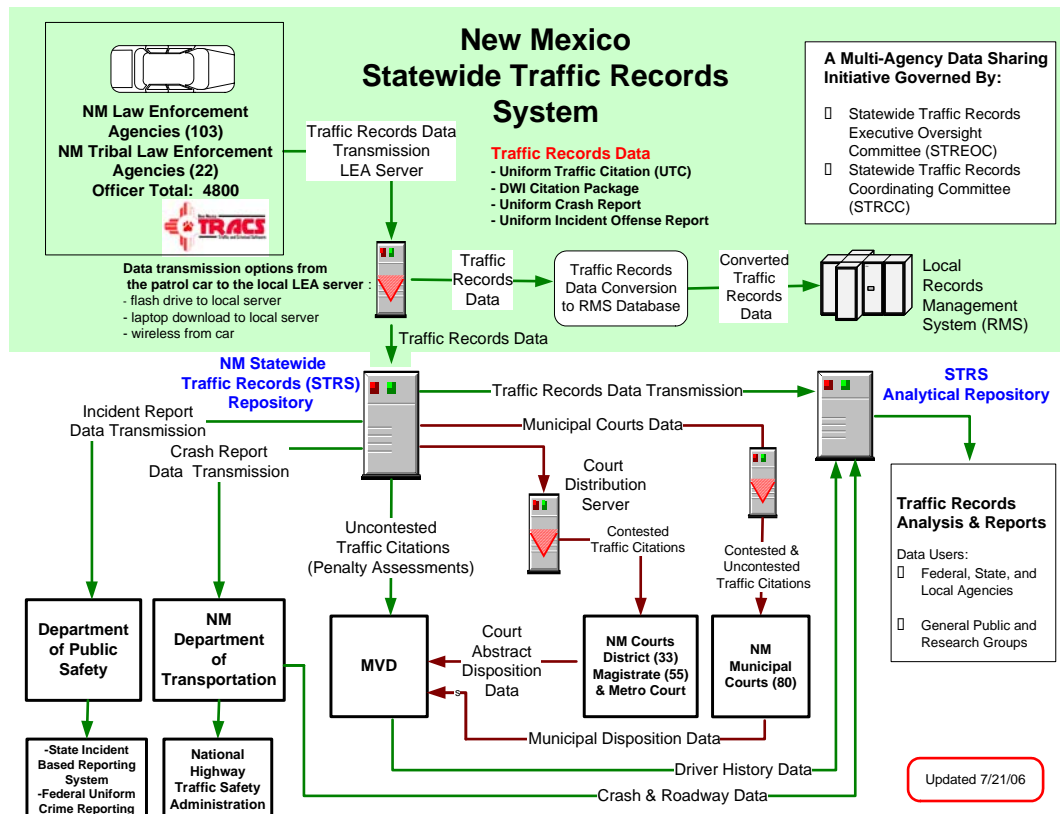
STRS systems include the following major data components:

Roadway	Vehicle, Driver	Citation/Adjudication	Crash	Injury Surveillance
 NM-DOT			 NM-DOT & UNM -DGR	

The above major data components are used by individual agencies to manage their programs, such as driver control and highway improvement. They are also used to identify traffic safety problems and develop countermeasures. To fully understand traffic safety issues, data from multiple sources is usually required. Finally, these data sources support a number of reporting requirements both within the State and to the Federal government.

The current traffic records system is functional, but data sets are not always complete, consistent, accurate, timely and accessible, Much of the data transfer among agencies is still on paper - which then shall be key entered. This is both costly and slow. The traffic records system envisioned includes electronic collection of data in the field, electronic transfer of those data to the agencies that need it, and extensive data integration and analysis to make the best use of it.

The following chart conceptually illustrates the Agency's vision.



## **C. SUMMARY SCOPE OF WORK**

### Proposal Category One

The contractor shall supply the Agency with a wide range of technical professional services in support of the Agency's multi-year, multi-phased system implementation effort including but not limited project analysis and planning, project management, systems analysis, systems design, system development, system installation user and/or technical training and implementation service. Work will be performed on a firm, fixed cost per task order basis.

### Proposal Category Two

IV&V contractor shall perform its services as an informed, unbiased advocate who assesses the status of a project's scope, budget and schedule, deliverables, and any risks that may negatively impact the successful completion of a project and/or any identified area of a project needed by the Agency. The IV&V contractor submits its reports both to the Agency and the Department of Information Technology (DoIT).

Overview. The scope of work for IV&V services may include verification and validation activities in the following areas document verification, governance, project status reporting, requirements gathering, design, planning, development, integration testing, user acceptance testing, deployment, enhancements and maintenance throughout the project lifecycle. (see *NMAC 1.12.5*, requiring that agencies include Independent Verification and Validation as a part of project development).

Risk Assessment. In addition, contractors are required to conduct ongoing project risk assessments to: 1) identify project risks; 2) describe the impact of each risk (negligible, minimal, moderate, major, and critical) on the success of the project; 3) state the probability (likelihood) of occurrence for each identified risk; 4) recommend mitigation strategies (avoidance, eliminate, transference, and mitigate), and; 5) recommend contingency plans.

Review and Evaluation. The IV&V contractor will regularly review and evaluate all of the key elements within the project lifecycle focused on ensuring that the project's outcome fulfills all defined requirements and performs as expected.

Summary. IV&V is a major risk-mitigation activity to ensure that the project team (internal staff or external contractor) delivered the services as expected and the project and/or product works as required. Proper IV&V reduces analysis bias, identifies risks and risk mitigation recommendations during a project lifecycle.

## **D. SCOPE OF PROCUREMENT**

### Proposal Category One

The scope of the procurement includes a wide range of proposed technical and professional services. The initial contract shall be for a term of two calendar years with two (2) one-year optional renewals. The contract including all extensions and/or renewals shall not exceed a total of four (4) calendar years in duration. The proposed hourly rates shall remain fixed for the initial contract term. The contractor may propose and the Agency may accept additional types of technology



professional services that may be required to support the STRS project other than IV&V services.

## Proposal Category Two

The scope of the procurement includes IV&V professional services only. The initial contract shall be for a term of two calendar years with two (2) one-year optional renewals. The contract including all extensions and/or renewals shall not exceed a total of four (4) calendar years in duration. The proposed hourly rates shall remain fixed for the initial contract term.

### **E. PROCUREMENT MANAGER**

The NMDOT has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address, and telephone number are listed below. All correspondence, other than the RFP proposal submission, shall be submitted to the Procurement Manager. Any inquiry or request regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other state and Department employees do not have the authority to respond on behalf of the Agency.

Name:	Terry Davenport	Telephone: (505) 470-1428
Title:	Procurement Manager	Fax Number: (505) 827-0431
Agency Name:	N.M. Department of Transportation Traffic Safety Bureau	
Address:	604 West San Mateo Road P.O. Box 1149 Santa Fe, N.M. 87504-1149	
E-mail:	Terry.Davenport1@state.nm.us	

### **Proposals shall be delivered as follows:**

Name:	Contract Administration Section
Agency Name:	N.M. Department of Transportation
Address:	1120 Cerrillos Road, Room 103 Santa Fe, N.M. 87505

**ATTN: RFP # 08-17**

### **F. DEFINITION OF TERMINOLOGY**

This section contains definitions that are relevant to this procurement document, including appropriate abbreviations and acronyms.

**“Acronyms”** The following acronyms are used in this procurement document and in the documents posted on the STRS web site.

AOC – Administrative Office of the Courts

CMS -	Case management system
DFA -	Department of Finance and Administration
DL -	Driver license
DOH –	Department of Health
DPS –	Department of Public Safety
DPS-MTD –	Department of Public Safety - Motor Transportation Division
DWI –	Driving while impaired
EMS –	Emergency Medical Services
FARS –	Fatality Analysis Reporting System
GIS -	Geographic Information System
GJXDM –	Global Justice XML Data Model
HPMS -	Highway Performance Monitoring System
IT –	Information technology
LEA –	Law enforcement agency
MPOs -	Metropolitan Planning Organizations
MVD –	Motor Vehicle Division (Taxation and Revenue Dept.)
NIBRS –	National Incident Based Reporting System
NMDOT –	NM Department of Transportation
RMS –	Records management system
RPOs -	Regional Planning Organizations
STRCC –	Statewide Traffic Records Coordinating Committee
STREOC –	Statewide Traffic Records Executive Oversight Committee
STRS –	Statewide Traffic Records System
TIMS –	Transportation Information Management System
TraCS –	Traffic and Criminal Software
TRD -	Taxation and Revenue Department
TSB –	Traffic Safety Bureau (NMDOT)
UCR -	Uniform Crash Reporting
VIN -	Vehicle identification number

“**Agency**” means the New Mexico Department of Transportation Traffic Safety Bureau.

“**Close of Business**” means 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Contract**” means an agreement for the procurement of items of tangible personal property or services.

“**Contractor**” means successful offeror who enters into a binding contract.

“**Commercial off the shelf**” “**COTS**” refers to a product as one that is used as-is. COTS products are designed to be installed and to interoperate with existing system components. The system is built with one COTS component as the primary solution.”

“**Department**” means the New Mexico Department of Transportation.

**“Determination”** means the written documentation of a decision of a procurement manager including findings of fact supporting 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 (as opposed to “mandatory”).

**“DoIT”** means the New Mexico Department of Information Technology.

**“Evaluation Committee”** means a body appointed by the Agency management to perform the evaluation of offeror proposals.

**“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the Department management for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

**“Finalist”** is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

**“Hourly Rate”** means the proposed fully-loaded hourly rates shall include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate. The hourly rate for Proposal Category One for in-state resources shall include the cost for the project office.

**“Installation”** – means the process of loading the software on the appropriate servers and workstations, establishing appropriate communications among the servers and workstations, and the modifications of all appropriate software control parameters for effective utilization of the software. Installation may also include the delivery, setup and testing of computer equipment.

**“Implementation”** – means the post software installation activities to establish the environment for effective utilization of software, data migration, functional interfaces, integration, testing, planning, quality assurance, training, and other appropriate tasks to in order to have fully operational and sustainable productive operations for the Agency.

**“Interface”** – means the transmission of data that will allow for efficient and logical interaction with other applicable systems.

**“ITC”** means New Mexico Information Technology Commission.

**“Mandatory”**—The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.

**“New Mexico Employee”** means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.

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

**“Procurement Manager”** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**“Project”** means delivery of products and services specified in the detailed scope of work of the contract resulting from this RFP.

**“Project Manager”** mean an individual responsible for managing a project. In relation to this RFP and resulting contract(s), there are two individuals with the title of project manager: 1) “Agency Project Manager” who is the individual identified by the Agency to coordinate Agency staff in relation to accomplishing project activities and to oversee the delivery of contracted products and services as a result of this RFP; and 2) Contractor Project Manager who oversees Contractor project staff and the delivery of products and services contracted as a result of this RFP.

**“Project Office”** means a contractor supplied facility located in either Santa Fe or Albuquerque, New Mexico the is fully equipped with computer equipment, telephone, network access, facsimile, copy machine, a small meeting room and suitable office space for the in-state portion of the contractor’s project team.

**“Proposal Category One”** is for the defined Technology Services.

**“Proposal Category Two”** is for the defined IV&V Services.

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

**“Responsive Offeror”** means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that offeror’s 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 Offeror”** or “Responsive Proposal” means an offer or proposal that 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.

**“Task Order”** means a mutually agreed contact exhibit the sets for the detail scope, deliverables, time frame, named contractor resources and the agency’s cost for each deliverable. Each task order shall be approved by the department management and the Office of the Chief Information Officer and others, if appropriate.

**“Technology Services”** includes but are not limited to the traditional IT professional services such as planning, design, programming, conversion, installation, training, project management and operation maintenance of software (primarily Oracle

databases and languages including internet, intranet and extranet); technology assessment, acquisition planning, business/requirements needs analysis, feasibility studies: technical writing and documentation development: planning, design, implementation, training and project management and administration of network communication and security systems including security assessments, requirements definitions; disaster recovery planning, as well as traditional information services including but not limited to system administration, help desk, disaster recovery, database management services, workstation installation and support, geographical information systems etc. Technical professional services directly related the use of general purpose software is included.

#### 1. COMPUTER PROGRAMMING SERVICES – CLIENT/SERVER

Programming services for installation, implementation, and integration of software applications as well as modifications, upgrades and maintenance of existing software. Typical services include coding, testing, Commercial off-the-shelf (COTS) implementation and integration, correcting, debugging, compiling, input/output functions, interfacing, change management, application enhancements, and maintenance.

Typical technologies/tools include but are not limited to: Oracle developer tools (i.e. forms, reports), Oracle PL/SQL programming, MS Access programming, Crystal Reports, Oracle database administrator knowledge and MS SQL server knowledge.

#### 2. COMPUTER PROGRAMMING SERVICES – WEB APPLICATIONS

Programming services for installation, implementation, and integration of software applications as well as modifications, upgrades and maintenance of existing software. Typical services include coding, testing, Commercial off-the-shelf (COTS) implementation and integration, correcting, debugging, compiling, input/output functions, interfacing, change management, application enhancements, maintenance, and content management.

Typical technologies/tools include but are not limited to: Web2.0, .NET PLATFORM, Websphere, Java/J2EE, PERL/CGI, XML/HTML/DHTML, SOAP, and Content Management.

#### 3. IT PLANNING and ANALYSIS SERVICES

Typical services include feasibility study, technology assessment, requirements definition, security, cost-benefits analysis, gap analysis, contingency/risk planning, disaster recovery/business continuity, planning, and testing.

Typical technologies/tools include but are not limited to: MS project knowledge.

#### 4. IT ARCHITECT SERVICES

Typical services include data/process modeling, prototyping, conceptual design, detailed design, systems architecture, COTS integration design, specifications development, database design, and security design defining enterprise-wide architectures, planning for or directing large-scale integration efforts, and setting technology environment standards and guidelines.

Typical technologies/tools include but are not limited to: Knowledge of operating systems, servers, networks and communication equipment/devices (i.e. routers, switches etc.)

#### 5. DATABASE MANAGEMENT SERVICES - ORACLE

Typical services include planning, designing, programming, converting, installing, training, and maintaining database systems in stand-alone, integrated, or networked configurations, database administration, modification and upgrade including system performance analysis, database upgrading and performance tuning, data extract/transform/load (ETL), and data migration.

Typical technologies/tools include but are not limited to: Oracle developer tools (i.e. forms, reports), Oracle PL/SQL programming, MS Access programming, Crystal Reports, Oracle database administrator knowledge and MS SQL server knowledge.

#### 6. HELP DESK SERVICES

Typical services include the development, design, implementation and operation (on-site, off-site) of a Help Desk, including Agency specific help desk applications support, insuring systems are configured and used to provide maximum utility of previously solved problems thru use of tracking databases. This can also entail support, problem solving, and Help Desk documentation including all media, and other Help Desk duties. Installation of computer equipment and software as well as user training in how to use computer equipment and software may be included.

#### 7. PROJECT MANAGEMENT SERVICES

Typical services include Project Management for Integration, Scope, Time, Cost, Quality, Human Resource, Communications, Risk, and Procurement. *(As defined by Project Management Institute - Project Management Body of Knowledge Third Edition – PMBOK Guide)*

Typical technologies/tools include but are not limited to: Knowledge of MS Project, performance monitoring tools, strong verbal and written skills and PMI certification.

#### 8. INTEGRATION and IMPLEMENTATION SERVICES

Typical services related to enterprise application systems integration and implementation. Services include configuration of commercial off-the shelf software (COTS) as well as the designing, programming, converting, installing, COTS application training, managing (project management), maintaining application interfaces/systems, testing (all levels), implementation, planning, and systems conversion for the implementation for the COTS.

Typical technologies/tools include but are not limited to: Oracle developer tools (i.e. forms, reports), Oracle PL/SQL programming, MS Access programming, Crystal Reports, .NET framework, Oracle database administrator knowledge and MS SQL server knowledge.

#### 9. TECHNICAL WRITER/DOCUMENTATION SERVICES

Typical services include technical writer and documentation services include writing end-user or system documentation for technical products in various media including written, documentation for proprietary applications, online help projects, as well as HTML-based projects.

#### 10. SENIOR SYSTEMS ANALYST

Typical services include providing assistance with the preparation of planning documents and high level analysis of project related activities and technology. The senior systems analyst for this solicitation shall possess knowledge and expertise of traffic records and traffic safety systems.

### **G. BACKGROUND INFORMATION**

#### Proposal Category One

In January 2002, the New Mexico Traffic Safety Bureau hosted a strategic planning session aimed at gathering support for the creation of a statewide, comprehensive traffic records system and the development of data sharing strategies.

As a result, the Statewide Traffic Records Executive Oversight Committee (STREOC) and the Statewide Traffic Records Coordinating Committee (STRCC) were formed. The STREOC members and the STRCC members represent many New Mexico agencies who create, share, and report on traffic records data.

The STREOC was established to provide policy direction to the STRCC and facilitate the establishment of a long-range strategic plan for traffic record system improvements. The STRCC Strategic Plan, the Statewide Traffic Records System Model (STRS), and the TraCS Software Evaluation Pilot Project were developed and adopted by the STREOC and the STRCC in December 2002.

The STRCC coordinates efforts of agencies who are involved in the initiation, storage, and delivery of traffic records information. The coordination of these agencies is essential to the State's ability to provide efficient and secure delivery of accurate, timely, uniform and complete information, about traffic activity, to all who need such information.

The STREOC and STRCC are grant funded by the New Mexico Department of Transportation, Traffic Safety Bureau. Grant administration is provided by Sandra Martinez, Director of Traffic Records and Finance at the New Mexico Department of Transportation, Traffic Safety Bureau

In November 2006, the final TraCS Evaluation Pilot Project Report was delivered to the Statewide Traffic Records Coordinating Committee (STRCC) and the Statewide Traffic Records Executive Oversight Committee (STREOC). The STRCC recommended to the STREOC that TraCS be used for the statewide rollout, and the recommendation was approved by the STREOC.

Please refer the following STRS web site for more information.  
<http://www.nmtrafficrecords.com/>

## **STRS Model**

As stated in the STRCC Strategic Plan, the STRS Model (Please refer to the Procurement Library) will be designed to "provide accurate, reliable, and timely traffic records information to STRCC stakeholder agencies through the electronic collection and transmission of traffic related data between appropriate agencies". There will be numerous STRS Projects aimed at accomplishing these goals. The TraCS Software Evaluation Pilot Project was successfully completed December 2006.

### **Proposal Category Two**

Independent Verification & Validation ("IV&V") has become an integral part of project oversight and management in the State of New Mexico and is an advantageous resource for project analysis and other information technology implementations. The utilization of IV&V by Federal Agencies, the State of New Mexico and other states has resulted in increased success of project completion, control of overall project cost, decreased schedule delays, and adherence to project scope.

Recognizing the benefits of IV&V, the Information Technology Commission ("ITC") and the Department of Information Technology ("DoIT") require that agencies engage an IV&V contractor on all projects over which the DoIT has oversight (NMAC 1.12.5. 10-(D)-11(B) unless specifically waived by the DoIT. Before implementation, the Agency must develop and submit an IV&V plan to the DoIT in order for a project to receive certification.

After submission of an IV&V plan, the DoIT and ITC review the IV&V Plan while simultaneously reviewing the project management plan. These two documents, the project management plan and the IV&V, represent the foundation of a project and are utilized by the DoIT and ITC in determining whether or not a project's initial phase should be certified.

For a more detailed description of the Certification process and to better understand the position of IV&V within the IT Project Life Cycle, please refer to the DoIT website, <http://www.doit.state.nm.us/index.html>.

## **H. PROCUREMENT LIBRARY**

The Procurement Manager has established a Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by accessing the documents from the web site. All of the documents in the Procurement Library are incorporated into this RFP by reference.

The library contains information as listed below. Those items not available through the web will be available at the established procurement library site.

- 1) Procurement Regulations, 1.4.1 NMAC. A copy may be obtained from the following web site:  
<http://www.generalservices.state.nm.us/spd/pregulations.html>.
- 2) STRS Model: <http://www.nmtrafficrecords.com/pdf/strsmodel.pdf>



- 3) STRCC Strategic Plan:  
[http://www.nmtrafficrecords.com/pdf/Strat\\_Plan\\_Draft\\_5\\_24\\_07.pdf](http://www.nmtrafficrecords.com/pdf/Strat_Plan_Draft_5_24_07.pdf)
- 4) TraCS Pilot Final Report:  
<http://www.nmtrafficrecords.com/pilotfinalreport.htm>

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement and describes the major procurement events as well as the conditions governing the procurement.

### A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Agency Department	3/28/08
2.	Pre-Proposal Conference	Agency Potential Offerors	4/02/08
3.	Distribution List Response	Potential Offerors	4/02/08
4.	Deadline To Submit Additional Questions	Potential Offerors	4/07/08
5.	Response to Written Questions/RFP Amendments	Agency	4/11/08
6.	Submission of Proposal	Offerors	4/29/08
7.	Proposal Evaluation Completed *	Evaluation Committee	5/12/08
8.	Selection of Finalists *	Evaluation Committee Agency Management	5/13/08
9.	Best and Final Offers from Finalists *	Offerors	5/19/08
10.	Oral Presentation by Finalists *	Offerors	5/20- 22/08
11.	Finalize Contract *	Agency Offeror	6/06/08
12.	Contract Award *	Department	6/13/08
13.	Protest Deadline *	Offerors	6/26/08

\* these dates are subject to change.

### **EXPLANATION OF EVENTS**

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

#### **1. Issue of RFP**

This RFP is being issued by the Agency and the Department. Additional copies of the RFP can be obtained from the Agency web site at [http://nmshtd.state.nm.us/purchasing\\_rfp.asp](http://nmshtd.state.nm.us/purchasing_rfp.asp)

## **2. Pre-Proposal Conference**

A pre-proposal conference will be held on April 2, 2008 beginning at 1:30 PM Mountain Standard Time at the NMDOT General Office Training Room 2, 1120 Cerrillos Road, Santa Fe, New Mexico 87505.

Potential offerors are requested to electronically submit written questions in Microsoft Word format in advance of the conference to the Procurement Manager (see Section I, Paragraph E). Written questions which are submitted in advance will be addressed at the conference. The identity of the organization submitting the question(s) will not be revealed. Additional questions asked during the Pre-proposal conference may be deferred for the 'Response to Written Questions/RFP Amendments'. A public log will be kept of the names of potential offerors that attended the pre-proposal conference.

**Attendance at the pre-proposal conference is highly recommended but NOT a prerequisite for submission of a proposal.**

## **3. Distribution List Response Due**

Potential Offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. This form should be signed by an authorized representative of the organization, dated, and returned by close of business on April 2, 2008 to the procurement manager. The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

## **4. Deadline To Submit Additional Written Questions**

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on April 7, 2008. All written questions shall be addressed to the Procurement Manager.

## **5. Response to Written Questions/RFP Amendments**

Written responses to written questions and any RFP amendments will be distributed on April 11, 2008 to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments shall be received by the Procurement Manager no later than seven (7) days after the answers and/or amendments were issued.

## **6. Submission of Proposals**

ALL OFFEROR PROPOSALS SHALL BE RECEIVED FOR REVIEW AND EVALUATION BY THE CONTRACT ADMINISTRATION SECTION, NO LATER THAN 2:00 P.M. MOUNTAIN STANDARD TIME ON APRIL 29, 2008. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals shall be addressed and delivered to the Contract Administration Section, New Mexico Department of Transportation, 1120 Cerrillos Road, Room 103, Santa Fe, New Mexico 87505. Proposals shall be sealed and labelled on the outside of the package to clearly indicate that they are in response to the **Statewide Traffic Records System** Request for Proposals, RFP # 08-17. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to § 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

## **7. Proposal Evaluation**

A committee appointed by Agency management will perform the evaluation of proposals. The evaluation process will take place between April 30, 2008 and May 12, 2008. During this time, the Procurement Manager may, at his option, initiate discussion with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **8. Selection of Finalists**

The Agency management will select and the Procurement Manager will notify the Finalist Offerors on May 13, 2008. Only Finalist Offerors will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations/demonstrations will be determined at this time.

## **9. Best and Final Offers from Finalists**

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining Best and Final Offers by May 19, 2008. Best and Final Offers may be clarified and amended at the Finalist Offeror's oral presentation.

## **10. Oral Presentation by Finalists**

Finalist offerors will be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each offeror presentation during the period of May 20, 2008 through May 22, 2008. All offeror

presentations will be held at a location specified in the Finalist Notification Letter in Santa Fe, New Mexico. Each presentation will be limited to three (3) hours in duration. Finalist Offerors will be provided the opportunity to demonstrate proposed software tools or techniques to the Evaluation Committee.

**11. Finalize Contract**

The contract will be finalized with the most advantageous Offeror(s) by June 6, 2008. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

**12. Contract Award**

After review of the Evaluation Committee Report by and the recommendation of the Agency management, the signed contracts will be presented to the Department management for review and approval. The Department management will award the contracts on or about June 13, 2008. This date is subject to change at the discretion of the Department. The awards shall be made separately by proposal category of service.

The contracts shall be awarded to the offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP for each category of service. The most advantageous proposal may or may not have received the most points.

**13. Protest Deadline**

Any protest by an Offeror shall be timely and in conformance with § 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end as of 4:00 PM Mountain Standard Time on June 26, 2008. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Department. The protest shall be delivered to the Department at:

Name: Contract Administration Section  
Agency Name: N.M. Department of Transportation  
Address: 1120 Cerrillos Road, Room 103  
Santa Fe, N.M. 87505

ATTN: RFP # **08-17**

Protests received after the deadline will not be accepted.

**B. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico State Purchasing Agent's procurement code regulations, 1.4.1 NMAC.

**1. Acceptance of Conditions Governing the Procurement**

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

**2. Incurring Cost**

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

**3. Prime Contractor Responsibility**

Any contract that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments only to the prime contractor.

**4. Subcontractors**

Any proposed use of subcontractors shall be clearly explained in the proposal, and major subcontractors shall be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

**5. Amended Proposals**

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals shall be complete replacements for a previously submitted proposal and shall be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collage, or assemble proposal materials.

**6. Offeror's Rights To Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror shall submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

**7. Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or thirty (30) days after receipt of a best and final offer if one is submitted.

## **8. Disclosure of Proposal Contents**

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspections of the non-confidential portion of the proposal. Confidential data are normally restricted to confidential financial information concerning the offeror's organization and data that qualify as a trade secret in accordance with the Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978]. 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 Department shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

## **9. No Obligation**

This procurement in no manner obligates the State of New Mexico, the Department or the Agency for the purchase of services offered until a valid written contract is executed and a specific task order issued under the terms and conditions of the contract is approved by appropriate authorities.

## **10. Termination**

This RFP or a proposal category of service within the RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

## **11. Sufficient Appropriation**

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

## **12. Legal Review**

The Agency requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns shall be promptly brought to the attention of the Procurement Manager.

**13. Governing Law**

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

**14. Basis for Proposal**

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

**15. Contract Terms and Conditions**

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix B1, "Contract Terms and Conditions for Proposal Category One" and Appendix B2, "Contract Terms and Conditions for Proposal Category Two". However, the Agency reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the Agency's terms and conditions, as contained in this Section or in Appendixes B1 and B2, that Offeror shall propose specific alternative language. The Agency may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the offeror's proposal.

Offerors shall provide a brief discussion of the purpose and potential monetary or other tangible benefit to the Agency, if any, of each proposed change followed by the specific proposed alternate wording.

**16. Offeror's Terms and Conditions**

Offerors shall submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Agency.

**17. Contract Negotiation**

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the Agency and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.



**18. Offeror Qualifications**

The Evaluation committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation committee will reject the proposal of any offeror who is not a responsive offeror or fails to submit a responsive offer as defined in §13-1-83 and §13-1-85 NMSA 1978. The Evaluation Committee may use other sources of information than those provided by the Offeror to evaluate proposals.

**19. Right To Waive Minor Irregularities**

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

**20. Change in Contractor Representatives**

The agency reserves the right to require a change in contractor representatives or assigned staff if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

**21. Notice**

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

**22. Agency Rights**

The Agency reserves the right to accept all or a portion of an offeror's proposal including the right to purchase professional services from approved price agreements or other authorized sources.

**23. Right To Publish**

Throughout the duration of this procurement process and contract term, potential offerors, offerors, and contractors shall secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

**24. Ownership of Proposals**

All documents submitted in response to the RFP shall be available to be picked up by the Offerors after the expiration of the protest period with the following exception. One complete copy of the selected Offeror's proposal for each proposal category of service including the Best and Final Offer, if one was

submitted, shall be placed into the procurement file. Those documents will become the property of the Agency and the State of New Mexico.

**25. Electronic mail address required**

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

**26. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Procurement Manager, the version maintained by the Procurement Manager shall govern.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors may submit only one proposal for each proposal category of service. If multiple proposals are submitted, they shall be completely separate. Offerors shall not reference material located in another proposal.

#### B. NUMBER OF COPIES

Offerors shall provide one original and four (4) identical copies of their proposal Binder 1, one original and one (1) copy of their proposal Binder 2, and one original and one (1) copy their proposal binder 3 containing supporting material and/or technical documentation to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals.

Offerors shall provide one copy of Binders 1 and 2 on CD in Microsoft Word format. The initial Project Plan shall be submitted in Microsoft Project format. All of the original binders shall be stamped "original".

#### C. PROPOSAL FORMAT

All proposals shall be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

##### 1. Proposal Organization for Proposal Category One

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

- a. Letter of Transmittal (Binder 1). See paragraph 3 of this section for requirements.
- b. Table of Contents (Binder 1).
- c. Proposal Summary (optional) (Binder 1).
- d. Response to following listed Mandatory Specifications (Binder 1).
  - 1). Offeror's Company Experience
  - 2). Offeror's Past Performance/References
  - 3). Offeror's Proposed Personnel Experience and Qualifications
  - 4). Offeror's Key Personnel References
  - 5). Project Approach and Plan
  - 6). Other Value Added Services or Options
  - 7). Oral Presentation Concurrence
- e. Response to following listed Mandatory Specifications (Binder 2).
  - 8). Proposed Hourly Rate by Technology Service Category
  - 9). Financial Strength and Stability
  - 10). Completed Campaign Contribution Disclosure Form
  - 11). Performance Bond Letter

- f. Response to Agency Terms and Conditions (Binder 2).
- g. Offeror's Additional Terms and Conditions (Binder 2).
- h. Sample Work Product and Other Supporting Material (Binder 3).

## 2. Proposal Organization for Proposal Category Two

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

- a. Letter of Transmittal (Binder 1). See paragraph 3 of this section for requirements.
- b. Table of Contents (Binder 1).
- c. Proposal Summary (optional) (Binder 1).
- d. Response to following listed Mandatory Specifications (Binder 1).
  - 1). Offeror's Company Experience
  - 2). Offeror's Past Performance/References
  - 3). Offeror's Proposed Personnel Experience and Qualifications
  - 4). Offeror's Key Personnel References
  - 5). Project Approach and Plan
  - 6). Oral Presentation Concurrence
- e. Response to following listed Mandatory Specifications (Binder 2).
  - 7). Proposed Hourly Rate by Technology Service Category
  - 8). Financial Strength and Stability
  - 9). Completed Campaign Contribution Disclosure Form
  - 10). Signed New Mexico Employees Health Coverage Form
- f. Response to Agency Terms and Conditions (Binder 2).
- g. Offeror's Additional Terms and Conditions (Binder 2).
- h. Sample Work Product and Other Supporting Material (Binder 3).

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses shall occur only in Binder 2 with the cost response form.

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

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

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix in Binder 3.

## 3. Letter of Transmittal

Each proposal shall be accompanied by a letter of transmittal. The letter of transmittal SHALL:

- a. Identify the submitting organization and proposal category;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Explicitly indicate Acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph B.1;
- f. Identify any and all sub-contractors to be utilized (by sub-contractor company name) OR explicitly state that “No subcontractor company is utilized for the services proposed”;
- g. Be signed by the person authorized to contractually obligate the organization; Acknowledge receipt of any and all amendments to this RFP.
- i. List the binder number, page and paragraph numbers of all proposal contents or materials that the Offeror requests to be treated as proprietary or confidential.

## IV. SPECIFICATIONS

### A. INFORMATION

#### 1. Timeframe

The contractor is expected to begin work within fifteen (15) calendar days after contract execution. Although there may be one or more preliminary task orders executed, the first major task order will be for the statewide implementation of TraCS. The target initiation date is July 1, 2008 or as soon as possible thereafter.

#### 2. Agency Resources

The Agency will provide the contractor with its system installation and operation technical standards. The primary standard server operating system will be Microsoft Windows. The primary standard data base management system software is Oracle. Oracle licenses include Oracle, Oracle Spatial, and Oracle Application Server. The primary standard GIS environment is ESRI ArcGIS. The agency will provide appropriate computer equipment and storage to house the STRS.

The Agency will provide an "Agency Project Manager" who will coordinate Agency staff in relation to accomplishing project activities and who will oversee the delivery of contracted products and services as a result of this RFP.

#### 3. Work Performance

For the purpose of preparing proposals, Offerors are to assume that most if not all in-state work will be performed at their project office. Traffic Safety Bureau located at 604 San Mateo, Santa Fe, New Mexico 87505 has a small conference room that may be used for project meetings and/or training sessions for a limited number of attendees. Larger temporary facilities may be scheduled on an as needed basis. Out-of-state work may be preformed at any location of the Offeror's choosing within the Unites States of America.

#### 4. History and Scope

##### **TraCS Statewide Rollout-**

TraCS SW Phase-0: Project to develop planning and certification for under \$200k was started in early 2007 ended in October 2007. A project manager and programmer was contracted to develop the planning and certification for statewide rollout; and to sustain the completed TraCS Pilot.

TraCS State Rollout Implementation: The implementation project will focus on implementing TraCS to all the patrol officers for the six LEA in the original pilot, plus other LEA's as budget allows. This project was certified for \$4.2M. The platform is Window laptops and client/servers using TraCS COTS and SQL Server Database. Staffing includes a contracted Project Manager and initial

staffing of a STRS TraCS support office which may include programmer(s), programmer/trainers, and contracted technical writer.

TraCS Tribal Pilot: This is in the planning stage. It is to conduct an installation of TraCS will "pilot" tribal LEA. Should start before the end of the year for an estimated \$400K or less and will require a project manager and part-time programmer support. It should last 6 months to a year.

**Statewide Traffic Records System (STRS) Project- "the project"**

STRS Phase-0: The project was certified in December 2006 for \$400K to be completed by end of 2007. The project includes project planning, certification, system architecture study, and contracting IV&V for implementation. A project manager and system architect have been contracted and are in the process of completing tasks and actions.

STRS Implementation- This project will be a multiphase implementation necessary to initiate the electronic collection, storage, transmission, and dissemination of traffic-related data. The Strategic Plan has two primary goals: 1) To create a Statewide Traffic Records System (STRS) designed for the electronic collection and transmission of data between traffic record entities, from the initiation of the traffic related citation through offender sentence completion; and 2) To establish web access to traffic records, reports, and traffic analysis through the STRS. The platform is expected client/server using Oracle DBMS, Oracle tools, Crystal Reports, and WEB access. It should start in 2008 and require staffing of a project manager, system architect, database administrator, programmers, trainers, management analysts, and as needed, technical writer. Project budget is projected to be several millions of dollars and take 2 to 4 years.

**Ignition Interlock-**

A proof on concept project (IIDB) was completed in 2005 gathering ignition interlock data from installing manufactures. It is now in operation but needs to be enhanced and staffed for a full production operation. Phase-0 Ignition Interlock Data Administration (IIDA) in is process of planning for project certification be the contracted part time project manager. The certified project implementation should start before the end of 2007 and last for 12-24 months. The platform will be client/server with Oracle DBMS and Oracle tools. Staffing will require a part time project manager and two programmers. Estimated amount to be contracted is \$200k.

**Impaired Driving-**

This project was started with a small data base but now need to be expanded to allow multiple types of impairments and enhanced to be a production system. Should start in 2008 and last a year. Cost should be less that \$200k and require a part time project manager and programmer.

For the purpose of preparing proposals, offerors are to assume that the work will be initiated immediately after contract execution define the task order (s) scope of work, deliverables, project plan, resources and cost. The contractor shall perform services in accordance with the approved project plan and a Task Order which shall indicate the level of effort to be preformed both on-site and off-site.

For purpose of preparing proposals, offerors are to assume that project manager shall be a full time equivalent. Additional contractor personnel may perform services on a full or part-time basis for varying periods of time in accordance with an approved Task Order.

## **5. Independent Verification and Validation (IV&V).**

### PROPOSAL CATEGORY ONE

The Agency will provide independently contracted Independent Verification and Validation review of this project. The successful offeror is expected to cooperate and provide any requested project information to the IV&V contractor as needed.

## **6. STRS Technical Environment.**

The STRS electronic collection, storage, transmission, and data dissemination system is still in the planning and designed process. The basic parameters for the STRS design are that it be on a server platform with Microsoft server 2003 operating system and Window virtual server; and the database will be Oracle 10g with related application tools.

## **B. MANDATORY SPECIFICATIONS FOR PROPOSAL CATEGORY ONE**

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

### **1. Offeror's Company Experience**

Offerors shall include in their proposals a description of relevant company experience, including experience of subcontractors, if applicable. The documentation shall thoroughly describe how the offeror has supplied expertise for similar contracts and work related to technical professional services for the planning, analysis, design, development, training and implementation of traffic records or related systems.

- a. Offerors should include in their proposals documentation describing the extent of their knowledge, experience, and expertise as a provider of professional services for technical professional services for the planning, analysis, design, development, training and implementation of traffic records systems especially with traffic records, traffic safety, citation processing and related systems. Experience working with Native American law enforcement agencies should be highlighted.
- b. Offerors should include in their proposals documentation of the extent of their knowledge regarding the traffic records systems and related traffic safety programs.



- c. Offerors should thoroughly describe any tools or techniques that are being proposed for use on the project especially the use of an application development methodology for new systems.
- d. Offerors should include their proposal copies of any company membership in relevant national associations and/or other documented relevant company credentials.

## **2 Offeror's Past Performance/References**

Offerors shall include in their proposals three (3) external client references from different clients who received similar services. In addition, two (2) references shall be submitted for each proposed subcontractor, if applicable. The minimum information that shall be provided about each reference is:

- a. Name of governmental entity or company for which services were provided
- b. Address of governmental entity or company
- c. Name of contact person
- d. Telephone number and email address of contact person
- e. Type of services provided and dates services were provided

## **3. Offeror's Proposed Personnel Experience and Qualifications**

Offerors shall include in their proposals a resume for each person named in the Proposed Cost Response Form found in Appendix C1. Experience narratives shall be attached to the each resume that describe the specific relevant experience of the proposed person in relation to the role that person will perform for this contract. The narrative(s) shall include the name of the individual proposed and should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly shows how they meet and/or exceed industry standard qualifications for the category. A single highly qualified individual may be proposed to provide services under multiple categories. For this case, it is not necessary to include multiple copies of the same resume; however, the experience narrative should address all categories of services the person will be performing.

Offerors shall designate the Technology Service category in 20 point bold font at the top of each resume.

## **4. Offeror's Key Personnel References**

Offerors shall include in their proposals two external client references for each key personnel. Key personnel include the proposed Senior Systems Analyst, Project Manager, lead system designer. The minimum information that shall be provided about each reference is:

- a. Name of governmental entity or company for which services were provided
- b. Address of governmental entity or company

- c . Name of contact person
- d . Telephone number and email address of contact person
- e . Type of services provided and dates services were provided

## **5. Project Approach and Plan**

Based upon the information provided in this section, paragraph A.4 above, offerors shall provide in their proposals a thorough description of their approach and preliminary plan for the implementation of the described projects with emphasis on the statewide implementation of TraCS.

The project approach should address the following:

- a. Governance and Control
- b. Project Organization
- c. Project Office Staffing
- d. Out-Of-State Staffing
- e. Statewide TraCS implementation strategy
- f. Project Management and Reporting
- g. Implementation Methodology
- h. Quality Assurance Measures and Procedures
- i. Training
- j. Help Desk
- k. Maintenance of the project library

Offerors shall include in their proposals an initial project plan for the statewide implementation of TraCS accompanied by a list of planning assumptions. At a minimum, the project plan should include a milestone chart including tasks to be performed, an estimated time frame and proposed staff member designated for the completion of each task. The plan should clearly differentiate the in-state versus out-of-state services hours as well as offeror versus Agency resources. The Project Plan shall be submitted in Microsoft Project format on a CD.

Offerors should provide samples of their relevant work products in Binder 3 of their proposals.

## **6. Other Value Added Services or Options**

Offerors are encouraged to thoroughly describe any other consulting or value-added services they feel that may contribute to the success of the project. The response to this specification may include optional services or other capabilities not included elsewhere in the offeror's proposal.

## **7. Oral Presentation**

If selected as a finalist, offerors agree to provide the Evaluation Committee the opportunity to interview proposed personnel identified by the Evaluation Committee in the finalist notification letter at the oral presentation. A statement of concurrence is required. The proposed project manager is expected to conduct the presentation of the proposal to the Evaluation Committee. The

Finalist Offerors will be provided the opportunity to demonstrate any proposed software tools or techniques to the Evaluation Committee.

## **8. Proposed Hourly Rates**

Offerors shall include in their proposals a completed Proposal Cost Response Form found in Appendix C1. Insert the name of the proposed individual plus the firm fixed fully loaded hourly rates for the performance of both in-state and out-of state services for category. The in-state firm, fixed, fully-loaded hourly rate shall include the cost of the project office. Both hourly rates shall include fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate. The estimated cost of the performance bond shall not be include in the hourly rates.

Offerors shall propose, at a minimum, a senior systems analyst, and an in-state project manager.

## **9. Financial Stability**

Offerors shall include in their proposals an independently audited financial statement from the most recent year, as well as those for the preceding three years if they exist. The submission shall include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the offeror, the offeror shall state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to determine the financial stability of the Offeror.

## **10. Completed Campaign Contribution Disclosure Form**

Offerors shall submit with their proposals a completed Campaign Contribution Disclosure Form (Appendix D) with their proposal.

## **11. New Mexico Employees Health Coverage Form**

Offerors must agree with the terms and submit a signed New Mexico Employees Health Coverage Form with the submittal of their proposal. (See Appendix E)

## **12. Performance Bond Letter**

The Offeror (prime contractor) shall include a statement of its intention and written evidence, in the form of a letter from a State approved bonding company, of its ability to procure, submit to the Agency, and maintain throughout the duration of the a task order, a Performance Bond in the amount of \$1,000,000 in favor of the Agency insuring the contractor's performance under the contract in accordance with Article 3. Paragraph E, Agreement Terms and Conditions, Appendix B1. Record the estimated cost of the Performance Bond on the line provided near the bottom of the Proposal Cost Response Form, Appendix C1.

## **C. MANDATORY SPECIFICATIONS FOR PROPOSAL CATEGORY TWO**

### **1. Offeror's Company Experience**

Offerors shall include in their proposals a description of relevant IV&V experience in New Mexico or any another state as well as work with the private sector. The experience of proposed subcontractors should also 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 IV&V services in New Mexico and elsewhere. The documentation shall thoroughly describe how the Offeror has supplied expertise for similar contracts and work related to technical professional services for the planning, analysis, design, development, training and implementation of application systems. Document experience with and knowledge of traffic records or related application systems is desirable.

### **2 Offeror's Past Performance/References**

Offerors shall include in their proposals three (3) external client references from clients who received similar IV&V services. In addition, two (2) references shall be submitted for each proposed subcontractor, if applicable. The minimum information that shall be provided about each reference is:

- a. Name of governmental entity or company for which the services were provided
- d. Address of entity
- e. Name of contact person
- d. Telephone number and email address of contact person
- e. Type of services provided and dates services were provided

### **3. Offeror's Proposed Personnel Experience and Qualifications**

Offerors shall include in their proposals a resume for each person named in the Proposed Cost Response Form found in Appendix C2. Experience narratives shall be attached to the each resume that describes the specific relevant experience of the proposed person in relation to the role or type of services the person will perform for this contract. The narrative(s) shall include the name of the individual proposed and should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly shows how they meet and/or exceed industry standard qualifications for the proposed services. A single highly qualified individual may be proposed to provide services under multiple categories. For this case, it is not necessary to include multiple copies of the same resume; however, the experience narrative should address all categories of services the person will be performing.

### **4. Offeror's Key Personnel References**

Offerors shall include in their proposals two different external client references for each key personnel. Key personnel include the proposed IV&V Project Lead and

Senior IV&V Specialist. The minimum information that shall be provided about each reference is:

- a. Name of governmental entity or company for which services were provided
- b. Address of governmental entity or company
- c. Name of contact person
- d. Telephone number and email address of contact person
- e. Type of services provided and dates services were provided

## **5. Project Approach and Plan**

Based upon the information provided in this section, paragraph A.4 above, offerors shall provide in their proposals a thorough description of their approach and preliminary IV&V plan for the implementation of the described projects with emphasis on the statewide implementation of TraCS.

The project approach should address the following:

- a. Governance and Control
- b. Project Organization
- c. Project Office Staffing
- d. Out-Of-State Staffing
- e. Project Management and Reporting
- f. IV&V Methodology
- g. Quality Assurance

Offerors shall include in their proposals an initial project plan for the IV&V portion of the statewide implementation of TraCS. The plan shall encompass the first three named deliverables ( IV&V Project Plan, Conduct Initial Review, Conduct Periodic Reviews) found in Appendix B2. At a minimum, the project plan shall include a milestone chart including tasks to be performed, an estimated time frame and proposed staff member designated for the completion of each task. The plan should clearly differentiate the in-state versus out-of-state services hours as well as Offeror versus Agency resources. The Project Plan shall be submitted in Microsoft Project format on magnetic media.

## **6. Oral Presentation**

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed personnel identified by the Evaluation Committee in the finalist notification letter at the oral presentation. A statement of concurrence is required. The proposed IV&V Project Lead is expected to conduct the presentation of the proposal to the Evaluation Committee. The Finalist Offerors will be provided the opportunity to demonstrate any proposed software tools or techniques to the Evaluation Committee.

## **7. Proposed Hourly Rates**

Offerors shall include in their proposals a completed Proposal Cost Response Form found in Appendix C2. Insert the name of the proposed individual plus the

firm fixed fully loaded hourly rates for the performance of both in-state and out-of-state services for category. The in-state firm, fixed, fully-loaded hourly rate shall include the cost of travel, and temporary living expenses for work performed in Santa Fe or Albuquerque, New Mexico. Both hourly rates shall include fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

Offerors shall propose, at a minimum, an IV&V Project Lead and a qualified IV&V specialist.

#### **8. Financial Stability**

Offerors shall include in their proposals an independently audited financial statement from the most recent year, as well as those for the preceding three years if they exist. The submission shall include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the offeror, the offeror shall state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to determine the financial stability of the offeror.

#### **9. Completed Campaign Contribution Disclosure Form**

Offerors shall submit with their proposals a completed Campaign Contribution Disclosure Form (Appendix D) with their proposal.

#### **10. New Mexico Employees Health Coverage Form**

Offerors must agree with the terms and submit a signed New Mexico Employees Health Coverage Form with the submittal of their proposal. (See Appendix E)

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

#### PROPOSAL CATEGORY ONE

The following is a summary of Section IV specifications identifying points assigned to each item. These weighed factors will be used in the evaluation of the offeror proposals. Only finalist offerors will receive points for an oral presentation.

FACTOR	POINTS AVAILABLE
1. Company Experience	150
2. Company Past Performance/References	50
3. Proposed Personnel Experience/Qualifications	250
4. Key Personnel References	50
5. Project Approach and Plan	100
6. Proposed Hourly Rates	300
7. Oral Presentation	<u>100</u>
TOTAL	1,000

#### PROPOSAL CATEGORY TWO

The following is a summary of Section IV specifications identifying points assigned to each item. These weighed factors will be used in the evaluation of the offeror proposals. Only finalist offerors will receive points for an oral presentation.

FACTOR	POINTS AVAILABLE
1. Company Experience	150
2. Company Past Performance/References	50
3. Proposed Personnel Experience/Qualifications	200
4. Key Personnel References	50
5. Project Approach and Plan	150
7. Proposed Hourly Rates	300
7. Oral Presentation	<u>100</u>
TOTAL	1,000

### B1. EVALUATION FACTORS PROPOSAL CATEGORY ONE

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

#### PROPOSAL CATEGORY ONE

##### 1. Company Experience (150 points)

- a. Experience - Up to 50 point will be awarded based upon and evaluation of the documented company experience including

subcontractors, if applicable, on similar projects and engagements especially with traffic records, traffic safety, citation processing and related systems.

- b. Knowledge – Up to 50 points will be awarded based upon an evaluation of the extent of their documented knowledge of traffic records and traffic safety programs and related systems.
- c. Work Products – Up to 15 points will be awarded based upon an evaluation of the applicability and quality of the provided samples of work performed for previous clients.
- d. Tools/Techniques – Up to 10 points will be award based upon an evaluation of the applicability of any proposed tools and techniques to be used for the project.
- e. Certifications - Up to 25 points will be award based upon an evaluation of the applicability of provided certifications or other credentials to the needs of the project.

## **2. Company Past Performance/References (50 points)**

Points for company references will be awarded based upon an evaluation of the offeror's work for previous clients receiving similar services to those proposed by the offeror for this contract as reflected on client completed past performance questionnaires. Experience with traffic safety and/or traffic records projects will receive more points than those from other types of projects.

## **3. Proposed Personnel Experience/Qualifications (250 points)**

- a. Up to 200 points will be awarded based upon an evaluation of each staff member's documented experience and qualifications as they relates to their proposed role and the needs of this contract. Experience with traffic safety and/or traffic records projects will receive more points than those from other types of projects.
- b. Up to 50 points will be awarded based upon the number of technical services categories that are proposed with qualified personnel.

## **4. Key Personnel References (50 points)**

Points for individual references will be awarded based upon an evaluation of the individual's work performed for previous clients receiving similar services to those proposed for the staff member for this contract as reflected on client completed past performance questionnaires. References from traffic safety and/or traffic records projects will receive more points than those from other types of projects.

## **5. Project Approach and Plan (100 points)**



- a. Up to 50 points will be awarded based upon an evaluation for the thoroughness and relevance of proposed project approach including quality assurance measures and procedures.
- b. Up to 25 points will be awarded for this evaluation factor based upon the quality and thoroughness of the project plan as well as the proposed division of work performed in-state and out-of-state as well as the division between agency resources versus offeror resources.
- c. Up to 25 points will be awarded based upon an evaluation of the relevance and quality of the sample work products submitted with the offeror's proposal.

**6. Proposed Hourly Rates (300 points)**

For the purpose of evaluating proposals, the following formula shall be used for the calculation of average hourly rate:

Two times the out-of-state hourly rate plus three times the in-state hourly rate divide by five equals the average hourly rate for each Technology Service Classification. The proposed Technology Service Classifications will be added together and divided by the number of categories proposed to obtain the Average Hourly Rate for the scoring formula. The hourly rates of optional categories will not be included in the Average Hourly Rate.

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

$$\frac{\text{Lowest Responsive Offer Average Hourly Rate}}{\text{This offeror's Average Hourly Rate}} \times 300 = \text{Award Points}$$

**7. Oral Presentation (100 points)**

Points for the oral presentation will be awarded based upon an evaluation of the qualifications of the proposed staff. Effective communication, technical knowledge, experience with similar contracts and the quality of the responses to questions will be the principle criteria for the evaluation. Proposed tools or techniques will be evaluated based upon the applicability to the project.

**B2. EVALUATION FACTORS PROPOSAL CATEGORY TWO**

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

**1. Company Experience (150 points)**

- a. Experience - Up to 50 point will be awarded based upon and evaluation of the documented company experience including subcontractors, if applicable, on similar projects and engagements especially with traffic records, traffic safety, citation processing and related systems.

- b. Knowledge – Up to 50 points will be awarded based upon an evaluation of the extent of their documented knowledge of traffic records and traffic safety programs and related systems.
- c. Work Products – Up to 15 points will be awarded based upon an evaluation of the applicability and quality of the provided samples of work performed for previous clients.
- d. Tools/Techniques – Up to 10 points will be award based upon an evaluation of the applicability of any proposed tools and techniques to be used for the project.
- e. Certifications - Up to 25 points will be award based upon an evaluation of the applicability of provided certifications or other credentials to the needs of the project.

## **2. Company Past Performance/References (50 points)**

Points for company references will be awarded based upon an evaluation of the offeror's work for previous clients receiving similar services to those proposed by the offeror for this contract as reflected on client completed past performance questionnaires. Experience with traffic safety and/or traffic records projects will receive more points than those from other types of projects.

## **3. Proposed Personnel Experience/Qualifications (200 points)**

- a. Up to 150 points will be awarded based upon an evaluation of each staff member's documented experience and qualifications as they relates to their proposed role and the needs of this contract. Experience with traffic safety and/or traffic records projects will receive more points than those from other types of projects.
- b. Up to 50 points will be awarded based upon the number of technical services categories that are proposed with qualified personnel.

## **4. Key Personnel References (50 points)**

Points for individual references will be awarded based upon an evaluation of the individual's work performed for previous clients receiving similar services to those proposed for the staff member for this contract as reflected on client completed past performance questionnaires. References from traffic safety and/or traffic records projects will receive more points than those from other types of projects.

## **5. Project Approach and Plan (150 points)**

- a. Up to 75 points will be awarded based upon an evaluation for the thoroughness and relevance of proposed project approach including quality assurance measures and procedures.

- b. Up to 50 points will be awarded for this evaluation factor based upon the quality and thoroughness of the project plan as well as the proposed division of work performed in-state and out-of-state as well as the division between agency resources versus Offeror resources.
- c. Up to 25 points will be awarded based upon an evaluation of the relevance and quality of the sample work products submitted with the offeror's proposal.

**6. Proposed Hourly Rates (300 points)**

For the purpose of evaluating proposals, the following formula shall be used for the calculation of average hourly rate:

Two times the out-of-state hourly rate plus three times the in-state hourly rate divide by five equals the average hourly rate for each IV&V Service Classification. The proposed IV&V Service Classifications will be added together and divided by the number of categories proposed to obtain the Average Hourly Rate for the scoring formula. The hourly rates of optional categories will not be included in the Average Hourly Rate.

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

$$\frac{\text{Lowest Responsive Offer Average Hourly Rate}}{\text{This offeror's Average Hourly Rate}} \times 300 = \text{Award Points}$$

**7. Oral Presentation (100 points)**

Points for the oral presentation will be awarded based upon an evaluation of the qualifications of the proposed staff. Effective communication, technical knowledge, experience with similar contracts and the quality of the responses to questions will be the principle criteria for the evaluation. Proposed tools or techniques will be evaluated based upon the applicability to the project.

**C. EVALUATION PROCESS:**

- 1. All offeror proposals will be reviewed for compliance with the mandatory requirements as stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
- 2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph A, Subparagraph 7.
- 3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph B, Subparagraph 18.

4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsive offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted.
5. Finalist offerors who are asked or who choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from oral presentations and tool or technique demonstrations will be added to the previously assigned points to attain final scores.
6. The responsive offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Department Management as specified in Section II, Paragraph A, Subparagraph 12.. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM**

**REQUEST FOR PROPOSALS**

**#08-17**

**TITLE: Statewide Traffic Records System  
ACKNOWLEDGEMENT OF RECEIPT FORM**

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on April 2, 2008. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments if any are issued.

**FIRM:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PHONE NO.:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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

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

**Procurement Manager:**

Name: Terry Davenport Telephone: (505) 470-1428  
Title: Procurement Manager Fax Number: (505) 827-0431  
Agency Name: N.M. Department of Transportation  
Traffic Safety Bureau  
Address: 604 West San Mateo Road  
Santa Fe, New Mexico 87508  
P.O. Box 1149  
Santa Fe, N.M. 87504-1149  
E-mail: Terry.Davenport1@state.nm.us



# STATE OF NEW MEXICO

Information Technology  
Contract for

**PROPOSAL CATEGORY  
ONE AND CATEGORY TWO**

**STATE OF NEW MEXICO**  
**NEW MEXICO DEPARTMENT OF TRANSPORTATION**  
**TRAFFIC SAFETY BUREAU**  
**INFORMATION TECHNOLOGY**  
**AGREEMENT**  
**CONTRACT NO. \_\_\_\_\_**

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

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

WHEREAS, all terms and conditions of the RFP # \_\_\_\_\_ and the Contractor’s response to such document(s) including a Best and Final Offer, if one was submitted, are incorporated herein by reference; and

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

**ARTICLE 1 – DEFINITIONS**

- A. “Acceptance” shall mean the approval, after Quality Assurance, of all Deliverables by an executive level representative ("Executive Level Representative") of the Procuring Agency.
- B. “Change Request” shall mean the document utilized to request changes or revisions in the Scope of Work.
- C. “Chief Information Officer (“CIO”)” shall mean the Secretary/CIO of the Department of Information Technology for the State of New Mexico or designated representative.
- D. “Deliverable” shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
- E. “DFA” shall mean the Department of Finance and Administration
- F. “DoIT” shall mean the Department of Information Technology.
- G. “Escrow” shall mean a legal document (such as the software source code) delivered by the contractor into the hands of a third party, to beheld by that party until the performance of a condition is accepted; in the event contractor fails to perform, the grantee agency receives the legal document, in this case, source code.
- H. “Enhancement” means any modification or addition that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an Error Correction. After conferring with Procuring Agency, an Enhancement may be identified as minor or major.
- I. “Executive Level Representative” shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agency's executives.
- J. “Know How” shall mean all technical information, data and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans,

- proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
- K. “Intellectual Property” shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
- L. “Independent Verification and Validation (“IV&V”)” shall mean the process of evaluating a project and the project’s product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Agency.
- M. “Payment Invoice” shall mean a detailed, certified and written request for payment of services rendered from the Contractor to the Procuring Agency. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the invoice is submitted.
- N. “Performance Bond” shall mean a surety bond which guarantees that the contractor will fully perform the contract and guarantees against breach of contract.
- O. “Project” shall mean a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project approval is given by the Executive Level Representative and verified by the agency CIO to the DoIT. If applicable, under the terms of this Agreement the Project is Statewide Traffic Records System.
- P. “Project Manager” shall mean a qualified person from the Procuring Agency responsible for all aspects of the Project or the administration of this Agreement. Under the terms of this Agreement, the Project Manager shall be Sandra Martinez or designated representative.
- Q. “Quality Assurance” shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
- R. “State Purchasing Agent (SPA)” - shall mean the State Purchasing Agent for the State of New Mexico or designated representative.
- S. “State Purchasing Division (SPD)”- shall mean the State Purchasing Division of the General Services Department for the State of New Mexico

## **ARTICLE 2 – SCOPE OF WORK**

- A. Scope of Work. The Contractor shall perform the work as outlined in each task order, Exhibit A, attached hereto and incorporated herein by reference.
- B. Performance Measures. Contractor shall substantially perform the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the Procuring Agency may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the Procuring Agency of specific steps that it will take to achieve these results in the future and the timetable for implementation. Nothing in this Section shall be construed to prevent the Procuring Agency from exercising its right pursuant to Article 6.
- C. Schedule. The due dates as set forth in Exhibit A shall be altered or waived by the Procuring Agency without the prior written approval through the Change Management process as defined in Article 15.



### **ARTICLE 3 – COMPENSATION**

A. Compensation Schedule. The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage as identified in Paragraph D.

B. Payment. The total compensation under this Agreement shall not exceed [**Insert Dollar Amount**]; including gross receipts tax. Contractor hereby agrees to perform work at or below the published maximum rates contained in Exhibit B.

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

C. Taxes.

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. The Procuring Agency shall retain ten percent (10%) of the fixed-price Deliverable cost of each Deliverable that is the subject of this Agreement as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the last Deliverable.

E. Performance Bond. If requested by the Procuring Agency, Contractor agrees to execute and deliver to Procuring Agency within ten (10) working days after the execution of a Task Order, a performance bond in the amount of Task Order in the name of the Procuring Agency. The cost of the bond shall be included in the total cost for the Task Order. The bond shall be in effect for the duration of the Task Order. The required bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor and its officers, and employees arising under this Agreement. The Procuring Agency's right to recover from the bond shall include all costs and damages associated with the transfer of services provided under this Agreement to another contractor or to the State of New Mexico as a result of Contractor's failure to perform.

### **ARTICLE 4 – ACCEPTANCE**

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice along with the Deliverable, or description of the Deliverable, to the Project Manager. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less ten percent (10%) retainage.

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted in writing by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

- 1.) Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
- 2.) Complies with the terms and conditions of the Statewide Traffic Records System RFP;
- 3.) Meets the performance measures for the Deliverable and this Agreement;
- 4.) Meets or exceeds the generally accepted industry standards and procedures for the Deliverable; and
- 5.) Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative, the Executive Level Representative will notify the contractor of Acceptance in writing within fifteen (15) business days from the date the Executive Level Representative receives the Deliverable and accompanying Payment Invoice.

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

## **ARTICLE 5 – TERM**

THIS AGREEMENT SHALL NOT BE EFFECTIVE OR BINDING UNTIL APPROVED BY THE DoIT. This Agreement shall be effective on [date] and shall terminate two (2) years from the effective date, unless terminated pursuant to Article 6. This Agreement may be extended or renewed by mutual agreement of the parties for two one-year terms or portions thereof. This Agreement, including any and all extensions and/or renewals, shall not exceed a total four calendar years in duration.

#### **ARTICLE 6 – TERMINATION**

This Agreement may be terminated as follows:

A. General. By either Party upon written notice to be delivered to Contractor not less than ten (10) business days prior to the intended date of termination.

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

C. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE PROCURING AGENCY AND THE STATE OF NEW MEXICO CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

#### **ARTICLE 7 – TERMINATION MANAGEMENT**

A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

- 1.) Transfer, deliver, and/or make readily available to the Procuring Agency property in which the Procuring Agency has a financial interest and any and all data, Know How, Intellectual Property, inventions, or property of the Procuring Agency.
- 2.) Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the Procuring Agency;
- 3.) Terminate all purchase orders or procurements and subcontractors and cease all work, except as the Procuring Agency may direct for orderly completion and transition;
- 4.) Take such action as the Procuring Agency may direct, for protection and preservation of all property and all records related to and required by this Agreement;
- 5.) Agree that the Procuring Agency is not liable for any costs arising out of termination and that the Procuring Agency is liable only for costs of Deliverables Accepted prior to the terminate of the Agreement;
- 6.) Cooperate fully in the closeout or transition of any activities so as to permit continuity in the administration of Procuring Agency programs;
- 7.) In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence,

or willful misconduct results in reductions in the Procuring Agency's receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Agency the full amount of the reduction.

8.) Should this Agreement terminate due to the Contractor's default, the Contractor shall reimburse the Procuring Agency for all costs arising from hiring new contractor/subcontractors at potentially higher rates and for other costs incurred.

9.) In the event this Agreement is terminated for any reason, or upon expiration, the Contractor shall assist and cooperate with the Procuring Agency in the orderly and timely transfer of files, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the Procuring Agency or created by the Contractor under this Agreement, to the Procuring Agency, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Project Manager, the Contractor shall provide to the Procuring Agency a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Agency or created by the Contractor under this Agreement.

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

#### **ARTICLE 8 – INDEMNIFICATION**

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

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

#### **ARTICLE 9 – INTELLECTUAL PROPERTY**

A. Ownership.

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

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

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

- 1.) Give the contractor prompt written notice within forty eight (48) hours of any claim;
- 2.) Allow the Contractor to control the defense and settlement of the claim; and
- 3.) Cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. Procuring Agency Rights. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its sole expense;

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

void as to any product or service modified by the Procuring Agency to the extent such modification is the cause of the claim.

### **ARTICLE 11 – WARRANTIES**

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

B. **Software.** The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor’s official published specification and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for six (6) months after Acceptance by the Executive Level Representative and implementation by the Procuring Agency. If the software fails to meet the applicable specifications during the warranty period the Contractor will correct the deficiencies, at no additional cost to the Procuring Agency, so that the software meets the applicable specifications.

### **ARTICLE 12 – CONTRACTOR PERSONNEL**

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

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

C. **Permanent Employment.** The Procuring Agency reserves the right to offer Contractor supplied personnel permanent employment with the Procuring Agency.

### **ARTICLE 13 – STATUS OF CONTRACTOR**

A. **Independent Contractor.** The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement,

insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. **Subject of Proceedings.** Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement, nor to the best knowledge of the Contractor is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the Procuring Agency.

#### **ARTICLE 14 - CHANGE MANAGEMENT**

A. **Changes.** Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Executive Level Representative.

B. **Change Request Process.** In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria: 1.) The Project Manager shall draft a written Change Request for Executive Level Representative review and approval to include: name of person requesting change, summary of required change, start date for the change, reason and necessity for change, urgency level for the change, elements to be altered, impact of change, staffing plan associated with the change, impact schedule for implementing the change, cost impact, risk assessment and a recommended approach to the change and 2) The Executive Level Representative will provide a written decision on the Change Request to the Contractor within a maximum of ten (10) working days of receipt of the Change Request. All decisions made by the Executive Level Representative are final. Change requests, once approved, become a part of the contract and become bindings as a part of the original contract.

#### **ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION**

If Independent Validation and Verification ("IV&V") services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to: 1) Providing project documentation; 2) Allowing the IV&V vendor to sit in on project meetings; and 3) Supplying the IV&V vendor with any other material as directed by the Project Manager.

#### **ARTICLE 16 – DEFAULT/BREACH**

In case of default and/or breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

#### **ARTICLE 17 – EQUITABLE REMEDIES**

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

#### **ARTICLE 18 - LIABILITY**

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property before or after Acceptance, delivery, installation and use of the equipment, either at the Contractor's site or the Procuring Agency's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor or defect of the equipment or installation. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by Contractor's officers, employees or agents) made by the Procuring Agency or for losses occasioned by the Procuring Agency's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of the Procuring Agency or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

#### **ARTICLE 19 – ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities.

#### **ARTICLE 20 – SUBCONTRACTING**

The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Procuring Agency.

#### **ARTICLE 21 – RELEASE**

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

#### **ARTICLE 22 – CONFIDENTIALITY**

Any confidential information provided to the contractor by the agency or, developed by the Contractor based on information provided by the agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this



Agreement, Contractor shall deliver all confidential material in its possession to the Procuring Agency within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such confidential information to the Procuring Agency will result in direct, special and incidental damages.

### **ARTICLE 23 –CONFLICT OF INTEREST**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

### **ARTICLE 24 - RECORDS AND AUDIT**

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, CIO, SPA, and DFA. The Procuring Agency shall have the right to audit billings both before and after payment. Payment for services under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

### **ARTICLE 25 - AMENDMENT**

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities.

### **ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

(1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

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

(3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

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

### **ARTICLE 27 - MERGER, SCOPE, ORDER OF PRECEDENCE**

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

### **ARTICLE 28 – NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon telephone confirmation to sender of receipt of a facsimile communication that is followed by a mailed hard copy from sender. Notices shall be addressed as follows:

For PROCURING AGENCY

Michael Sandoval, Director  
Traffic Safety Bureau  
New Mexico Department of Transportation  
604 San Mateo Road  
Santa Fe, New Mexico 87505  
P.O. Box 1149  
Santa Fe, New Mexico 87504-1149

For CONTRACTOR

[Insert Name]  
[Insert Address]

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

## **ARTICLE 29– GENERAL PROVISIONS**

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

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

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

D. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the Procuring Agency's main office is located. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits.

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

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

## **ARTICLE 30 - SURVIVAL**

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

## **ARTICLE 31 – TIME**

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

**ARTICLE 32 – FORCE MAJEURE**

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Insert Company Name]  
[Insert Name]  
[Insert Title]

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rhonda G. Faught P.E.  
Secretary of New Mexico Department of Transportation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert Ashmore  
Chief Information Officer for New Mexico Department of Transportation

Approved for legal sufficiency:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Insert Agency General Counsel Name]  
New Mexico Department of Transportation General Counsel

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

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

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

Approved as to information technology contractual specifications and compliance with all pertinent statutory laws defining the mission and authority of the Department of Information Technology and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Roy Soto, Secretary  
Department of Information Technology

**EXHIBIT A – TASK ORDER SCOPE OF WORK – Proposal Category One**  
**TASK ORDER NUMBER: \_\_\_\_\_**

- A. Performance Measures [Performance Measures for this Task Order]
- B. Goals. [Goals for this Task Order]
- C. Objectives. [Objectives for this Task Order]
- D. Activities. [Insert what services the Contractor is expected to perform to accomplish goals and objectives including an evaluation of the process and the outcome as well as provides efficiency measures that relate efforts to outputs of services].
- E. Contractor Personnel [Insert the names of the Contractor’s proposed key personnel who will be providing services under this Task Order]

Scope of Work

The following sections describe the required tasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task, but is not limited, to performing only the task. The Parties hereby agree that the Deliverables are the controlling items and that the Contractor’s obligation is to perform and deliver the Deliverable as described in the following Sections.

Deliverable Number 1 [Insert Name of Deliverable]

<u>DELIVERABLE ONE</u>		<u>DUE DATE</u>	<u>COMPENSATION</u>
[INSERT NAME OF DELIVERABLE]		[INSERT DATE]	[INSERT \$ AMOUNT]
TASK ITEM	SUB TASKS	DESCRIPTION	
[Insert Name of Task Item]	Sub 1	[Insert Description]	
	Sub 2	[Insert Description]	
	Sub 3	[Insert Description]	
	Sub 4	[Insert Description]	
	Sub 5	[Insert Description]	
[Insert Name of Task Item]	Sub 6	[Insert Description]	
	Sub 7	[Insert Description]	
	Sub 8	[Insert Description]	

Deliverable Number 2 [Insert Name of Deliverable]

<u>DELIVERABLE TWO</u>		<u>DUE DATE</u>	<u>COMPENSATION</u>
[INSERT NAME OF DELIVERABLE]		[INSERT DATE]	[INSERT \$ AMOUNT]
TASK ITEM	SUB TASKS	DESCRIPTION	
[Insert Name of Task Item]	Sub 1	[Insert Description]	
	Sub 2	[Insert Description]	
	Sub 3	[Insert Description]	
	Sub 4	[Insert Description]	
	Sub 5	[Insert Description]	
[Insert Name of Task Item]	Sub 6	[Insert Description]	
	Sub 7	[Insert Description]	
	Sub 8	[Insert Description]	

Deliverable Number 3 [Insert Name of Deliverable]

<u>DELIVERABLE THREE</u>		<u>DUE DATE</u>	<u>COMPENSATION</u>
[INSERT NAME OF DELIVERABLE]		[INSERT DATE]	[INSERT \$ AMOUNT]
TASK ITEM	SUB TASKS	DESCRIPTION	
[Insert Name of Task Item]	Sub 1	[Insert Description]	
	Sub 2	[Insert Description]	
	Sub 3	[Insert Description]	
	Sub 4	[Insert Description]	
	Sub 5	[Insert Description]	

[Insert Name of Task Item]	Sub 6	[Insert Description]
	Sub 7	[Insert Description]
	Sub 8	[Insert Description]

Deliverable Number 4 [Insert Name of Deliverable]

<b><u>DELIVERABLE FOUR</u></b>	<b><u>DUE DATE</u></b>	<b><u>COMPENSATION</u></b>
<b>[INSERT NAME OF DELIVERABLE]</b>	<b>[INSERT DATE]</b>	<b>[INSERT \$ AMOUNT]</b>

TASK ITEM	SUB TASKS	DESCRIPTION
[Insert Name of Task Item]	Sub 1	[Insert Description]
	Sub 2	[Insert Description]
	Sub 3	[Insert Description]
	Sub 4	[Insert Description]
	Sub 5	[Insert Description]
[Insert Name of Task Item]	Sub 6	[Insert Description]
	Sub 7	[Insert Description]
	Sub 8	[Insert Description]



**APPENDIX B2: EXHIBIT A FOR  
PROPOSAL CATEGORY TWO**



# **STATE OF NEW MEXICO**

## **Information Technology Contract Exhibit A**

# **PROPOSAL CATEGORY TWO**

**EXHIBIT A – IV&V TASK ORDER SCOPE OF WORK**

**TASK ORDER NUMBER:** \_\_\_\_\_

- A. Performance Measures. [Performance Measures for this Task Order]
- B. Goals. [Goals for this Task Order]
- C. Objectives. [Objectives for this Task Order]
- D. Activities. [Insert what services the Contractor is expected to perform to accomplish goals and objectives including an evaluation of the process and the outcome as well as provides efficiency measures that relate efforts to outputs of services].
- E. Contractor Personnel [Insert the names of the Contractor’s proposed key personnel who will be providing services under this Task Order]

Scope of Work

The following Sections describe the required tasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task, but is not limited, to performing only the task. The Parties hereby agree that the Deliverables are the controlling items and that the Contractor’s obligation is to perform and deliver the Deliverable as described in the following Sections.

The following Sections contain lists of IV&V activities to be performed by the Contractor. All IV&V activities in Sections A through C are mandatory IV&V activities that must be performed by the Contractor. Sections D through N are mandatory IV&V activities only if checked.

COPIES OF ALL DELIVERABLES SHALL BE DELIVERED BY THE CONTRACTOR SIMULTANEOUSLY AND SOLELY TO THE EXECUTIVE LEVEL REPRESENTATIVE AND THE CIO. ALL DELIVERABLES, STANDARDS, PROCESSES, PLANS, AND APPLICABLE REFERENCE MATERIAL SHALL BE AVAILABLE FOR INSPECTION UPON REQUEST BY THE EXECUTIVE LEVEL REPRESENTATIVE OR CIO.

A. IV&V Project Management Plan.

<u>DELIVERABLE ONE</u>	<u>DUE DATE</u>	<u>COMPENSATION</u>
<b>IV&amp;V PROJECT MANAGEMENT PLAN</b>	[INSERT DATE]	[INSERT \$ AMOUNT]
<b>DESCRIPTION</b>		
As the first Deliverable the IV&V provider shall develop an IV&V Management Plan. This plan shall describe the activities, personnel, schedule, standards, and methodology for conducting the IV&V reviews.		

B. Conduct Initial Review

<u>DELIVERABLE TWO</u>	<u>DUE DATE</u>	<u>COMPENSATION</u>
[INSERT NAME OF DELIVERABLE]	[INSERT DATE]	[INSERT \$ AMOUNT]
<b>DESCRIPTION</b>		
<p>Prepare and deliver an Initial IV&amp;V report on the required activities and on the effectiveness of Project Management and whether the Project activities are meeting the objectives set forth by the Project. Include a Risk Assessment report on the required activities. Report on status of each activity and on the effectiveness of Project management and whether the Project activities are meeting the objectives set forth by the Project. The Contractor shall identify and analyze the risks associated with the Project and Project deliverables.</p>		

C. Conduct Periodic Review(s)

<u>DELIVERABLE ONE</u>	<u>DUE DATE</u>	<u>COMPENSATION</u>
[INSERT NAME OF DELIVERABLE]	[INSERT DATE OR MONTHLY/BI-MONTHLY ETC.]	[INSERT \$ AMOUNT]
<b>DESCRIPTION</b>		
<p>The Contractor shall prepare and deliver interim IV&amp;V reports on the status of each activity and progress since the previous report (i.e. reevaluate all areas specified in SOW and covered in the previous reports). Included in the report shall be an evaluation on how the Project is implementing previous recommended risk mitigation activity. The Contractor is required to furnish such reports to the Executive Level Representative and the CIO as required by the due date above; however, such reports may be required on a more frequent basis.</p> <p>1. For each area evaluated, the report should contain the current status of the Project's effort, including any pertinent historical background info. The report should also contain a detailed analysis of each area, that answers at the least the following questions:</p> <ul style="list-style-type: none"> <li>• What is the Project's current process in this area?</li> <li>• What is good about the Project's process?</li> <li>• What about the Project's process or technology needs improvement?</li> <li>• Is the Project making measurable progress in this area?</li> <li>• Is the Project within budget and schedule constraints?</li> <li>• What standards are being followed (State, industry (IEEE, SEI, ISO, etc.), internal)?</li> <li>• Is the appropriate documentation accurate and up-to-date?</li> </ul> <p>2. Responses shall be quantified when possible. The report should also contain detailed recommendations in each area specifying what can be done immediately and in the long term to improve the State's operation. Any technologies, methodologies, or resources recommended shall reflect industry standards and be appropriate for the Project. The recommendations shall also specify a method of measuring the State's progress against the recommendations.</p> <p>3. Follow-up reports shall have quantified info on the progress that the Project has made against the recommendations from the previous review. The follow-up reports shall also contain any additional and/or modified recommendations at the same level of detail as the initial recommendations.</p> <p>4. All findings and recommendations shall be traceable (w/ a clear and consistent method of identification/numbering) from the time they are first reported by the Contractor until closure.</p>		

D. Planning Oversight.

PLANNING OVERSIGHT					
TASK ITEM	TASK #	TASK DESCRIPTION	APPLICABLE (X)	DUE DATE	COMPENSATION
Procurement	PO-1	Verify the procurement strategy supports State and Federal Project objectives.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	PO-2	Review and make recommendations on the solicitation documents relative to their ability to adequately inform potential vendors about Project objectives, requirements, risks, etc.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	PO-3	Verify the evaluation criteria are consistent with Project objectives and evaluation processes are consistently applied; verify all evaluation criteria are metrics based and clearly articulated within the solicitation documents.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	PO-4	Verify that the obligations of the vendor, sub-contractors and external staff (terms, conditions, statement of work, requirements, technical standards, performance standards, development milestones, acceptance criteria, delivery dates, etc.) are clearly defined. This includes verifying that performance metrics have been included that will allow tracking of Project performance and progress against criteria set by the State.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	PO-5	Verify the final contract for the vendor team states that the vendor will participate in the IV&V process, being cooperative for coordination and communication of information.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
Feasibility Study	PO-6	Perform ongoing assessment and review of State methodologies used for the feasibility study, verifying it was objective, reasonable, measurable, repeatable, consistent, accurate and verifiable.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	PO-7	Review and evaluate the PAPD (U)/IAPD (U) documents.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	PO-8	Review and evaluate the Cost Benefit Analysis to assess its reasonableness.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]

E. Project Management.

PROJECT MANAGEMENT					
TASK ITEM	TASK #	TASK DESCRIPTION	APPLICABLE (X)	DUE DATE	COMPENSATION
Project Sponsorship	PM-1	Assess and recommend improvement, as needed, to assure continuous buy-in, participation, support and commitment, and that open pathways of communication exist.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	PM-2	Verify that Governance Board has acknowledged all changes which impact Project objectives, cost, or schedule.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]

<b>Management Assessment</b>	<b>PM-3</b>	Verify and assess Project management and organization, verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the Project.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-4</b>	Evaluate Project progress, resources, budget, schedules, work flow, and reporting.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-5</b>	Assess coordination, communication and management to verify agencies and departments are not working independently of one another and following the communication plan.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Project Management</b>	<b>PM-6</b>	Verify that a Project Management Plan is created and being followed. Evaluate the Project management plans and procedures to verify that they are developed, communicated, implemented, monitored and complete.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-7</b>	Evaluate Project reporting plan and actual Project reports to verify Project status is accurately traced using Project metrics.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-8</b>	Verify milestones and completion dates are planned, monitored, and met.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-9</b>	Verify the existence and institutionalization of an appropriate Project issue tracking mechanism that documents issues as they arise, enables communication of issues to proper state agency individuals/entities, documents a mitigation strategy as appropriate, and tracks the issue to closure. This should include but is not limited to technical and development efforts.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Business Process Reengineering</b>	<b>PM-10</b>	Evaluate the system's planned life-cycle development methodology or methodologies (waterfall, evolutionary spiral, rapid prototyping, incremental, etc.) to see if they are appropriate for the system being developed.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-12</b>	Evaluate the Project's ability and plans to redesign business systems to achieve improvements in critical measures of performance, such as cost, quality, service, and speed.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-13</b>	Verify that the reengineering plan has the strategy, management backing, resources, skills and incentives necessary for effective change.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Risk Management</b>	<b>PM-14</b>	Verify that resistance to change is anticipated and prepared for by using principles of change management at each step (such as excellent communication, participation, incentives) and having the appropriate leadership (executive pressure, vision, and actions) throughout the reengineering process.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-15</b>	Verify that a Project Risk Management Plan is created and being followed. Evaluate the Projects risk management plans and procedures to verify that risks are identified and quantified and that mitigation plans are developed, communicated, implemented, monitored, and complete.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Change Management</b>	<b>PM-16</b>	Verify that a Change Management Plan is created and being followed. Evaluate the change management plans and procedures to verify they are developed, communicated, implemented,	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]

		monitored, and complete; and that resistance to change is anticipated and prepared for.			
<b>Communication Management</b>	<b>PM-17</b>	Verify that a Communication Plan is created and being followed. Evaluate the communication plans and strategies to verify they support communications and work product sharing; and assess if communication plans and strategies are effective, implemented, monitored and complete.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Configuration Management</b>	<b>PM-18</b>	Review and evaluate the configuration management (CM) plans and procedures associated with the development process.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-19</b>	Verify that all critical development documents, including but not limited to requirements, design, code and JCL are maintained under an appropriate level of control.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-20</b>	Verify that the processes and tools are in place to identify code versions and to rebuild system configurations from source code.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-21</b>	Verify that appropriate source and object libraries are maintained for training, test, and production and that formal sign-off procedures are in place for approving Deliverables.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-22</b>	Verify that appropriate processes and tools are in place to manage system changes, including formal logging of change requests and the review, prioritization and timely scheduling of maintenance actions.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-23</b>	Verify that mechanisms are in place to prevent unauthorized changes being made to the system and to prevent authorized changes from being made to the wrong version.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-24</b>	Review the use of corrective maintenance information (such as the number and type of corrective maintenance actions over time) in Project management.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Project Estimating and Scheduling</b>	<b>PM-25</b>	Evaluate and make recommendations on the estimating and scheduling process of the Project to ensure that the Project budget and resources are adequate for the work-breakdown structure and schedule.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-26</b>	Review schedules to verify that adequate time and resources are assigned for planning, development, review, testing and rework.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-27</b>	Examine historical data to determine if the Project/department has been able to accurately estimate the time, labor and cost of software development efforts.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Project Personnel</b>	<b>PM-28</b>	Examine the job assignments, skills, training and experience of the personnel involved in program development to verify that they are adequate for the development task.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-29</b>	Evaluate the State's hiring plan for the Project to verify that adequate human resources will be available for development and maintenance.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-30</b>	Evaluate the State's personnel policies to verify that staff turnover will be minimized.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]

<b>Project Organization</b>	<b>PM-31</b>	Verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the Project.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-32</b>	Verify that the Project's organizational structure supports training, process definition, independent Quality Assurance, Configuration Management, product evaluation, and any other functions critical for the Projects success.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Subcontractors and External Staff</b>	<b>PM-33</b>	Evaluate the use of sub-contractors or other external sources of Project staff (such as IS staff from another State organization) in Project development.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-34</b>	Verify that the obligations of sub-contractors and external staff (terms, conditions, statement of work, requirements, standards, development milestones, acceptance criteria, delivery dates, etc.) are clearly defined.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-35</b>	Verify that the subcontractors' software development methodology and product standards are compatible with the system's standards and environment.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-36</b>	Verify that the subcontractor has and maintains the required skills, personnel, plans, resources, procedures and standards to meet their commitment. This will include examining the feasibility of any offsite support of the Project	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-37</b>	Verify that any proprietary tools used by subcontractors do not restrict the future maintainability, portability, and reusability of the system.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>State Oversight</b>	<b>PM-38</b>	Verify that State oversight is provided in the form of periodic status reviews and technical interchanges.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-39</b>	Verify that the State has defined the technical and managerial inputs the subcontractor needs (reviews, approvals, requirements and interface clarifications, etc.) and has the resources to supply them on schedule.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>PM-40</b>	Verify that State staff has the ultimate responsibility for monitoring Project cost and schedule.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]

F. Quality Management.

<b>QUALITY MANAGEMENT</b>					
<b>TASK ITEM</b>	<b>TASK #</b>	<b>TASK DESCRIPTION</b>	<b>APPLICABLE (X)</b>	<b>DUE DATE</b>	<b>COMPENSATION</b>
<b>Quality Assurance</b>	<b>QA-1</b>	Evaluate and make recommendations on the Project's Quality Assurance plans, procedures and organization.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>QA-2</b>	Verify that QA has an appropriate level of independence from Project management.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>QA-3</b>	Verify that the QA organization monitors the fidelity of all defined processes in all phases of the Project.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]



	QA-4	Verify that the quality of all products produced by the Project is monitored by formal reviews and sign-offs.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	QA-5	Verify that Project self-evaluations are performed and that measures are continually taken to improve the process.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	QA-6	Monitor the performance of the QA contractor by reviewing its processes and reports and performing spot checks of system documentation; assess findings and performance of the processes and reports.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	QA-7	Verify that QA has an appropriate level of independence; evaluate and make recommendations on the Project's Quality Assurance plans, procedures and organization.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	QA-8	Verify that the QA vendor provides periodic assessment of the CMM activities of the Project and that the Project takes action to reach and maintain CMM Level __.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	QA-9	Evaluate if appropriate mechanisms are in place for Project self-evaluation and process improvement.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
Process Definition and Product Standards	QA-10	Review and make recommendations on all defined processes and product standards associated with the system development.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	QA-11	Verify that all major development processes are defined and that the defined and approved processes and standards are followed in development.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	QA-12	Verify that the processes and standards are compatible with each other and with the system development methodology.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	QA-13	Verify that all process definitions and standards are complete, clear, up-to-date, consistent in format, and easily available to Project personnel	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]

G. Training.

TRAINING					
TASK ITEM	TASK #	TASK DESCRIPTION	APPLICABLE (X)	DUE DATE	COMPENSATION
User Training and Documentation	TR-1	Review and make recommendations on the training provided to system users. Verify sufficient knowledge transfer for maintenance and operation of the new system.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	TR-2	Verify that training for users is instructor-led and hands-on and is directly related to the business process and required job skills.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	TR-3	Verify that user-friendly training materials and help desk services are easily available to all users.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	TR-4	Verify that all necessary policy and process and documentation are easily available to users.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	TR-5	Verify that all training is given on-time and is evaluated and monitored for effectiveness, with additional training provided as needed.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]



<b>Developer Training and Documentation</b>	<b>TR-6</b>	Review and make recommendations on the training provided to system developers.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>TR-7</b>	Verify that developer training is technically adequate, appropriate for the development phase, and available at appropriate times.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>TR-8</b>	Verify that all necessary policy, process and standards documentation is easily available to developers.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>TR-9</b>	Verify that all training is given on-time and is evaluated and monitored for effectiveness, with additional training provided as needed.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]

H. Requirements Management.

<b>REQUIREMENTS MANAGEMENT</b>					
<b>TASK ITEM</b>	<b>TASK #</b>	<b>TASK DESCRIPTION</b>	<b>APPLICABLE (X)</b>	<b>DUE DATE</b>	<b>COMPENSATION</b>
<b>Requirements Management</b>	<b>RM-1</b>	Evaluate and make recommendations on the Project's process and procedures for managing requirements.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>RM-2</b>	Verify that system requirements are well-defined, understood and documented.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>RM-3</b>	Evaluate the allocation of system requirements to hardware and software requirements.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>RM-4</b>	Verify that software requirements can be traced through design, code and test phases to verify that the system performs as intended and contains no unnecessary software elements.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>RM-5</b>	Verify that requirements are under formal configuration control.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Security Requirements</b>	<b>RM-6</b>	Evaluate and make recommendations on Project policies and procedures for ensuring that the system is secure and that the privacy of client data is maintained.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>RM-7</b>	Evaluate the Projects restrictions on system and data access.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>RM-8</b>	Evaluate the Projects security and risk analysis.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>RM-9</b>	Verify that processes and equipment are in place to back up client and Project data and files and archive them safely at appropriate intervals.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Requirements Analysis</b>	<b>RM-10</b>	Verify that an analysis of client, State and federal needs and objectives has been performed to verify that requirements of the system are well understood, well defined, and satisfy federal regulations.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>RM-11</b>	Verify that all necessary state agency state agency individuals/entities have been consulted to the desired functionality of the system, and that users have been involved in prototyping of the user interface.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]

	<b>RM-12</b>	Verify that all state agency state agency individuals/entities have bought-in to all changes which impact Project objectives, cost, or schedule.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>RM-13</b>	Verify that performance requirements (e.g. timing, response time and throughput) satisfy user needs	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>RM-14</b>	Verify that user's maintenance requirements for the system are completely specified	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Interface Requirements</b>	<b>RM-15</b>	Verify that all system interfaces are exactly described, by medium and by function, including input/output control codes, data format, polarity, range, units, and frequency.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>RM-16</b>	Verify those approved interface documents are available and that appropriate relationships (such as interface working groups) are in place with all agencies and organizations supporting the interfaces.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Requirements Allocation and Specification</b>	<b>RM-17</b>	Verify that all system requirements have been allocated to an either a software or hardware subsystem.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>RM-18</b>	Verify that requirements specifications have been developed for all hardware and software subsystems in a sufficient level of detail to ensure successful implementation.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Reverse Engineering</b>	<b>RM-19</b>	If a legacy system or a transfer system is or will be used in development, Verify that a well defined plan and process for reengineering the system is in place and is followed. The process, depending on the goals of the reuse/transfer, may include reverse engineering, code translation, re-documentation, restructuring, normalization, and re-targeting.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]

I. Operating Environment.

<b>OPERATING ENVIRONMENT</b>					
<b>TASK ITEM</b>	<b>TASK #</b>	<b>TASK DESCRIPTION</b>	<b>APPLICABLE (X)</b>	<b>DUE DATE</b>	<b>COMPENSATION</b>
<b>System Hardware</b>	<b>OE-1</b>	Evaluate new and existing system hardware configurations to determine if their performance is adequate to meet existing and proposed system requirements.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>OE-2</b>	Determine if hardware is compatible with the State's existing processing environment, if it is maintainable, and if it is easily upgradeable. This evaluation will include, but is not limited to CPUs and other processors, memory, network connections and bandwidth, communication controllers, telecommunications systems (LAN/WAN), terminals, printers and storage devices.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>OE-3</b>	Evaluate current and Projected vendor support of the hardware, as well as the State's hardware configuration management plans and procedures.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>System Software</b>	<b>OE-4</b>	Evaluate new and existing system software to determine if its capabilities are adequate to meet existing and proposed system requirements.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]

	<b>OE-5</b>	Determine if the software is compatible with the State's existing hardware and software environment, if it is maintainable, and if it is easily upgradeable. This evaluation will include, but is not limited to, operating systems, middleware, and network software including communications and file-sharing protocols.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>OE-6</b>	Current and Projected vendor support of the software will also be evaluated, as well as the States software acquisition plans and procedures.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Database Software</b>	<b>OE-7</b>	Evaluate new and existing database products to determine if their capabilities are adequate to meet existing and proposed system requirements.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>OE-8</b>	Determine if the database's data format is easily convertible to other formats, if it supports the addition of new data items, if it is scaleable, if it is easily refreshable and if it is compatible with the State's existing hardware and software, including any on-line transaction processing (OLTP) environment.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>OE-9</b>	Evaluate any current and Projected vendor support of the software, as well as the State's software acquisition plans and procedures.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>System Capacity</b>	<b>OE-10</b>	Evaluate the existing processing capacity of the system and verify that it is adequate for current statewide needs for both batch and on-line processing.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>OE-11</b>	Evaluate the historic availability and reliability of the system including the frequency and criticality of system failure.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>OE-12</b>	Evaluate the results of any volume testing or stress testing.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>OE-13</b>	Evaluate any existing measurement and capacity planning program and will evaluate the system's capacity to support future growth.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>OE-14</b>	Make recommendations on changes in processing hardware, storage, network systems, operating systems, COTS software, and software design to meet future growth and improve system performance.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]

J. Development Environment.

<b>DEVELOPMENT ENVIRONMENT</b>					
<b>TASK ITEM</b>	<b>TASK #</b>	<b>TASK DESCRIPTION</b>	<b>APPLICABLE (X)</b>	<b>DUE DATE</b>	<b>COMPENSATION</b>
<b>Development Hardware</b>	<b>DE-1</b>	Evaluate new and existing development hardware configurations to determine if their performance is adequate to meet the needs of system development.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>DE-2</b>	Determine if hardware is maintainable, easily upgradeable, and compatible with the State's existing development and processing environment. This evaluation will include, but is not limited to CPUs and other processors, memory, network connections and bandwidth, communication controllers, telecommunications systems (LAN/WAN), terminals, printers and storage devices.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]

	<b>DE-3</b>	Current and Projected vendor support of the hardware will also be evaluated, as well as the State's hardware configuration management plans and procedures.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Development Software</b>	<b>DE-4</b>	Evaluate new and existing development software to determine if its capabilities are adequate to meet system development requirements.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>DE-5</b>	Determine if the software is maintainable, easily upgradeable, and compatible with the State's existing hardware and software environment.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>DE-6</b>	Evaluate the environment as a whole to see if it shows a degree of integration compatible with good development. This evaluation will include, but is not limited to, operating systems, network software, CASE tools, Project management software, configuration management software, compilers, cross-compilers, linkers, loaders, debuggers, editors, and reporting software.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>DE-7</b>	Language and compiler selection will be evaluated with regard to portability and reusability (ANSI standard language, non-standard extensions, etc.)	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>DE-8</b>	Current and Projected vendor support of the software will also be evaluated, as well as the States software acquisition plans and procedures.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]

K. Software Development.

<b>SOFTWARE DEVELOPMENT</b>					
<b>TASK ITEM</b>	<b>TASK #</b>	<b>TASK DESCRIPTION</b>	<b>APPLICABLE (X)</b>	<b>DUE DATE</b>	<b>COMPENSATION</b>
<b>High-Level Design</b>	<b>SD-1</b>	Evaluate and make recommendations on existing high level design products to verify the design is workable, efficient, and satisfies all system and system interface requirements.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-2</b>	Evaluate the design products for adherence to the Project design methodology and standards.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-3</b>	Evaluate the design and analysis process used to develop the design and make recommendations for improvements. Evaluate design standards, methodology and CASE tools used will be evaluated and make recommendations.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-4</b>	Verify that design requirements can be traced back to system requirements.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-5</b>	Verify that all design products are under configuration control and formally approved before detailed design begins.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Detailed Design</b>	<b>SD-6</b>	Evaluate and make recommendations on existing detailed design products to verify that the design is workable, efficient, and satisfies all high level design requirements.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-7</b>	The design products will also be evaluated for adherence to the Project design methodology and standards.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-8</b>	The design and analysis process used to develop the design will be evaluated and recommendations for improvements made.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]

	<b>SD-9</b>	Design standards, methodology and CASE tools used will be evaluated and recommendations made.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-10</b>	Verify that design requirements can be traced back to system requirements and high level design.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-11</b>	Verify that all design products are under configuration control and formally approved before coding begins.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Job Control</b>	<b>SD-12</b>	Perform an evaluation and make recommendations on existing job control and on the process for designing job control.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-13</b>	Evaluate the system's division between batch and on-line processing with regard to system performance and data integrity.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-14</b>	Evaluate batch jobs for appropriate scheduling, timing and internal and external dependencies.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-15</b>	Evaluate the appropriate use of OS scheduling software.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-16</b>	Verify that job control language scripts are under an appropriate level of configuration control.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Code</b>	<b>SD-17</b>	Evaluate and make recommendations on the standards and process currently in place for code development.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-18</b>	Evaluate the existing code base for portability and maintainability, taking software metrics including but not limited to modularity, complexity and source and object size.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-19</b>	Code documentation will be evaluated for quality, completeness (including maintenance history) and accessibility.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-20</b>	Evaluate the coding standards and guidelines and the Projects compliance with these standards and guidelines. This evaluation will include, but is not limited to, structure, documentation, modularity, naming conventions and format.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-21</b>	Verify that developed code is kept under appropriate configuration control and is easily accessible by developers.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-22</b>	Evaluate the Project's use of software metrics in management and quality assurance.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Unit Test</b>	<b>SD-23</b>	Evaluate the plans, requirements, environment, tools, and procedures used for unit testing system modules.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-24</b>	Evaluate the level of test automation, interactive testing and interactive debugging available in the test environment.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>SD-25</b>	Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]

L. System and Acceptance Testing.

SYSTEM AND ACCEPTANCE TESTING					
TASK ITEM	TASK #	TASK DESCRIPTION	APPLICABLE (X)	DUE DATE	COMPENSATION
System Integration Test	ST-1	Evaluate the plans, requirements, environment, tools, and procedures used for integration testing of system modules.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	ST-2	Evaluate the level of automation and the availability of the system test environment.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	ST-3	Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented, including formal logging of errors found in testing.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	ST-4	Verify that the test organization has an appropriate level of independence from the development organization.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
Pilot Test	ST-5	Evaluate the plans, requirements, environment, tools, and procedures for pilot testing the system.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	ST-6	Verify that a sufficient number and type of case scenarios are used to ensure comprehensive but manageable testing and that tests are run in a realistic, real-time environment.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	ST-7	Verify that test scripts are complete, with step-by-step procedures, required pre-existing events or triggers, and expected results.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	ST-8	Verify that test results are verified, that the correct code configuration has been used, and that the tests runs are appropriately documented, including formal logging of errors found in testing.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	ST-9	Verify that the test organization has an appropriate level of independence from the development organization.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
Interface Testing	ST-10	Evaluate interface testing plans and procedures for compliance with industry standards.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
Acceptance and Turnover	ST-11	Acceptance procedures and acceptance criteria for each product must be defined, reviewed, and approved prior to test and the results of the test must be documented. Acceptance procedures must also address the process by which any software product that does not pass acceptance testing will be corrected.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	ST-12	Verify that appropriate acceptance testing based on the defined acceptance criteria is performed satisfactorily before acceptance of software products.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	ST-13	Verify that the acceptance test organization has an appropriate level of independence from the subcontractor.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	ST-14	Verify that training in using the contractor-supplied software is be on-going throughout the development process, especially If the software is to be turned over to State staff for operation.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]



	<b>ST-15</b>	Review and evaluate implementation plan.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
--	--------------	--	--------------------------	-------------------	------------------------

M. Data Management.

<b>DATA MANAGEMENT</b>					
<b>TASK ITEM</b>	<b>TASK #</b>	<b>TASK DESCRIPTION</b>	<b>APPLICABLE (X)</b>	<b>DUE DATE</b>	<b>COMPENSATION</b>
<b>Data Conversion</b>	<b>DM-1</b>	Evaluate the State's existing and proposed plans, procedures and software for data conversion.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>DM-2</b>	Verify that procedures are in place and are being followed to review the completed data for completeness and accuracy and to perform data clean-up as required.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>DM-3</b>	Determine conversion error rates and if the error rates are manageable.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>DM-4</b>	Make recommendations on making the conversion process more efficient and on maintaining the integrity of data during the conversion.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Database Design</b>	<b>DM-5</b>	Evaluate new and existing database designs to determine if they meet existing and proposed system requirements.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>DM-6</b>	Recommend improvements to existing designs to improve data integrity and system performance.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>DM-7</b>	Evaluate the design for maintainability, scalability, refreshability, concurrence, normalization (where appropriate) and any other factors affecting performance and data integrity.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>DM-8</b>	Evaluate the Project's process for administering the database, including backup, recovery, performance analysis and control of data item creation.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]

N. Operations Oversight.

<b>OPERATIONS OVERSIGHT</b>					
<b>TASK ITEM</b>	<b>TASK #</b>	<b>TASK DESCRIPTION</b>	<b>APPLICABLE (X)</b>	<b>DUE DATE</b>	<b>COMPENSATION</b>
<b>Operational Change Tracking</b>	<b>OO-1</b>	Evaluate statewide system's change request and defect tracking processes.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
	<b>OO-2</b>	Evaluate implementation of the process activities and request volumes to determine if processes are effective and are being followed.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Customer &amp; User Operational Satisfaction</b>	<b>OO-3</b>	Evaluate user satisfaction with system to determine areas for improvement	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Operational</b>	<b>OO-4</b>	Evaluate impact of system on program goals and	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]

<b>Goals</b>		performance standards.		Due Date	Amount
<b>Operational Documentation</b>	<b>OO-5</b>	Evaluate operational plans and processes.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]
<b>Operational Processes and Activity</b>	<b>OO-6</b>	Evaluate implementation of the process activities including backup, disaster recovery and day-to-day operations to verify the processes are being followed.	<input type="checkbox"/>	[Insert Due Date]	[Insert Dollar Amount]



**APPENDIX C1: PROPOSAL CATEGORY ONE  
COST RESPONSE FORM**

**AGREEMENT EXHIBIT B**

(The form may be printed in landscape format, on 8.5 x 11 paper, to allow additional room. All responses SHALL use the format provided. If necessary, add additional rows).

**RFP#:**

**OFFEROR:** \_\_\_\_\_

	<b>Technology Service Category</b>	<b>Fixed Maximum Hourly Rate for the IT Service Category In-state/Out-of-state</b>	<b>Proposed Personnel Name(s)</b>
1	Computer Programming Services – Client Server		
2	Computer Programming Services – Web Applications		
3	IT Planning & Analysis Services		
4	IT Architect Services		
5	Database Management Services – ORACLE		
6	Help Desk Services		
7	Project Management Services		
9	Technical Writer/Documentation Services		
10	Senior Systems Analyst		
11.	*Other IT System Services		

\* Add a row for each proposed service for category “Other IT System Services” and provide the name of the service being proposed, a brief description and the name the proposed personnel.

The estimate cost of the \$1,000,000 performance bond NOT included in the hourly rates above is \$\_\_\_\_\_.

\_\_\_\_\_  
Offeror representative signature

\_\_\_\_\_  
Date signed

**APPENDIX C2: PROPOSAL CATEGORY TWO  
COST RESPONSE FORM**

**AGREEMENT EXHIBIT B**

(The form may be printed in landscape format, on 8.5 x 11 paper, to allow additional room. All responses SHALL use the format provided. If necessary, add additional rows).

**RFP#:**

**OFFEROR:** \_\_\_\_\_

	<b>IV&amp;V Services</b>	<b>Fixed Maximum Hourly Rate for the IT Service Category In-state/Out-of-state</b>	<b>Proposed Personnel Name(s)</b>
1	IV&V Project Lead		
2	IV&V Specialist		
3	Other IV&V Services*		

\* Add a row for each proposed service for category "Other IV&V Services" and provide the name of the service being proposed, a brief description and the name the proposed personnel.

\_\_\_\_\_  
Offeror representative signature

\_\_\_\_\_  
Date signed

## APPENDIX D: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**APPENDIX E: NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

**New Mexico Employees Health Coverage Form**

1. For all contracts solicited and awarded on or after January 1, 2008: If the offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, offeror must agree to:
  - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
  - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
  - (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. 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.
3. 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://insurenemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: \_\_\_\_\_ Date \_\_\_\_\_