

STATE OF NEW MEXICO  
PUBLIC REGULATION COMMISSION  
INSURANCE DIVISION



REQUEST FOR PROPOSALS  
FOR  
CUSTODIAN TO ACT AS DEPOSITORY  
PRC RFP# 11-430-411-0009

March 15, 2011

**NOTICE:** In addition to New Mexico criminal statutes that impose felony penalties for illegal bribes, gratuities and kickbacks, the New Mexico *Procurement Code*, NMSA 1978, §§ 13-1 to -1-199, imposes civil and criminal penalties for its violation.

## TABLE OF CONTENTS

	<u>Page No.</u>
I. INTRODUCTION	
A. PURPOSE OF THIS REQUEST FOR PROPOSAL	4
B. SUMMARY SCOPE OF WORK	4
C. SCOPE OF PROCUREMENT	4
D. PROCUREMENT MANAGER	4
E. DEFINITION OF TERMINOLOGY	5
F. BACKGROUND INFORMATION	7
II. CONDITIONS GOVERNING THE PROCUREMENT	
A. SEQUENCE OF EVENTS	8
B. EXPLANATION OF EVENTS	9
1. Issue of RFP	9
2. Pre-Proposal Conference	9
3. Distribution List Response	9
4. Deadline to Submit Additional Questions	10
5. Response to Written Questions/RFP Amendments	10
6. Submission of Proposal	10
7. Proposal Evaluation	11
8. Selection of Finalists	11
9. Best and Final Offers from Finalists	11
10. Oral Presentation by Finalists	12
11. Finalize Contract	12
12. Contract Award	12
13. Protest Deadline	12
C. GENERAL REQUIREMENTS	
1. Acceptance of Conditions Governing the Procurement	13
2. Incurring Cost	13
3. Prime Contractor Responsibility	13
4. Subcontractors	13
5. Amended Proposals	14
6. Offeror's Rights to Withdraw Proposal	14
7. Proposal Offer Firm	14
8. Disclosure of Proposal Contents	14
9. No Obligation	15
10. Termination	15
11. Sufficient Appropriation	16
12. Legal Review	16
13. Governing Law	16
14. Basis for Proposal	16
15. Contract Terms and Conditions	16
16. Offeror's Terms and Conditions	17

	17. Contract Deviations	17
	18. Offeror Qualifications	17
	19. Right to Waive Minor Irregularities	18
	20. Change in Contractor Representatives	18
	21. Notice	18
	22. Agency Rights	18
	23. Right to Publish	18
	24. Ownership of Proposals	19
	25. Electronic mail address required	19
	26. Use of electronic versions of this RFP	19
<b>III.</b>	<b>RESPONSE FORMAT AND ORGANIZATION</b>	
	A. NUMBER OF RESPONSES	20
	B. NUMBER OF COPIES	20
	C. PROPOSAL FORMAT	20
	1. Proposal Organization	20
	2. Letter of Transmittal	21
<b>IV.</b>	<b>SPECIFICATION</b>	
	A. INFORMATION	22
	1. Agency Resources	22
	2. Work Performance	22
	3. Level of Effort	22
	4. Time Frame	22
	B. MANDATORY SPECIFICATIONS	22
	1. Minimum Qualification	22
	2. Corporate Experience	23
	3. Corporate References	23
	4. Offeror Staff Experience	24
	5. Proposed Staff References	24
	6. Project Plan	24
	7. Cost	24
	8. Oral Presentation	25
<b>V.</b>	<b>EVALUATION</b>	
	A. EVALUATION POINT SUMMARY	26
	B. EVALUATION FACTORS	26
	C. EVALUATION PROCESS	28
	<b>APPENDICES:</b>	
	A. Acknowledgement of Receipt Form	29
	B. Contract Terms and Conditions	32
	C. Cost Response Form	43

## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico Public Regulation Commission Insurance Division is requesting proposals to act as depository for deposits made by insurers and service contract providers under the New Mexico Insurance Code, including all items set forth in Paragraph 1 of Appendix B.

### B. SUMMARY SCOPE OF WORK

The initial scope of work shall consist of acting as a depository for deposits made by insurers and service contract providers under the New Mexico Insurance Code, including all items set forth in Paragraph 1 of Appendix B.

The initial contract shall begin on July 1, 2011 or as soon as possible thereafter and end on June 30, 2012, unless extended by the Agency.

### C. SCOPE OF PROCUREMENT

The Agency reserves the option of renewing the initial contract on an annual basis for three additional one-year terms. In no case will the contract, including all renewals thereof, exceed a total of four years in duration.

### D. PROCUREMENT MANAGER

The Agency has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address, and telephone number are listed below.

Cynthia B. Hall, Staff Attorney  
Public Regulation Commission, Insurance Division  
P.O. Box 1269  
Santa Fe, NM 87504-1269  
Telephone: (505) 827-4544  
Fax: (505) 476-0326  
Cynthia.Hall@state.nm.us

All deliveries via express carrier should be addressed as follows:

Cynthia B. Hall, Staff Attorney  
Public Regulation Commission, Insurance Division  
1120 Paseo de Peralta, Room 430  
Santa Fe, NM 87501

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of the Agency.

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"Agency" means the New Mexico Public Regulation Commission Insurance Division and the New Mexico State Treasurer's Office.

"Close of Business" means 5:00 p.m. Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

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

"Contractor" means a successful offeror who enters into a binding contract.

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

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

"DFA" means the Department of Finance and Administration for the State of New

Mexico.

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

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the State Purchasing Agent for contract award. It contains all written determinations resulting from the procurement.

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

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

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

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

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

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

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

delivery requirements.

"State Purchasing Agent" or "SPA" means the purchasing agent for the State of New Mexico or a designated representative.

F. BACKGROUND INFORMATION

The Superintendent of Insurance of the New Mexico Public Regulation Commission Insurance Division ("Superintendent") is responsible for the management of the Insurance Division and the enforcement of the provisions of the New Mexico Insurance Code, NMSA 1978, § 59A-1-1, *et seq.*, that are administered by the Superintendent. Insurance companies ("Insurers") are required under NMSA 1978, §§ 59A-5-18 through 59A-5-20 and 59A-10-1 through 59A-10-19 to deposit securities or other property with the New Mexico State Treasurer ("Trustee") and/or as required by the Insurance Code with or through the Superintendent. The Trustee and the Superintendent have authority under the Insurance Code to designate depositories with respect to deposits made by Insurers under the Insurance Code. The Trustee and the Superintendent want to designate and engage a Custodian to act as depository with respect to the deposits made by Insurers under the Insurance Code.

In addition, Service Contract Providers ("Providers") in New Mexico are required under the Service Contract Regulation Act (NMSA 1978, § 59A-58-6) to maintain a deposit with the Superintendent. Providers may choose to deposit securities of the type eligible for deposit by Insurers with the Superintendent to fulfill this requirement. The Superintendent, therefore, wants to designate and engage the Custodian to also act as depository for Providers who choose to deposit securities.

## II. 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	03/18/11
2. Pre-Proposal conference	Agency & Potential Offerors	03/29/11
3. Distribution List Response	Potential Offerors	04/04/11
4. Deadline to Submit Additional Questions	Potential Offerors	04/11/11
5. Response to Written Questions/RFP Amendments	Agency	04/18/11
6. Submission of Proposal	Offeror	04/22/11
7. Begin Proposal Evaluation	Evaluation Committee	04/25/11
8. Selection of Finalists	Evaluation Committee	04/29/11
9. Best and Final Offers	Offeror	05/06/11
10. Oral Presentation by Finalists	Offeror	05/10/11-05/11/11
11. Finalize Contract	Agency, Offeror	05/12/11-05/19/11
12. Contract Award	Agency	05/20/11
13. Protest Deadline	Offeror	06/03/11

B. 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 posted with the State Purchasing Division of the General Services Department.

2. Pre-Proposal Conference

A pre-proposal conference will be held on **March 29, 2011** at 10:00 a.m. Mountain Time at the PERA Building, 1120 Paseo de Peralta Santa Fe, New Mexico. Potential offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. 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 not a prerequisite for submission of a proposal.

3. Distribution List Response Due

Potential offerors should hand deliver or returned 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. The form should be signed by an authorized representative of the organization, dated and returned by close of business on **April 4, 2011**.

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 11, 2011**. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph D).

5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on **April 18, 2011** 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 must be received by the Procurement Manager no later than seven (7) days after the answers and/or amendments were issued.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **4:00 P.M.** MOUNTAIN TIME ON **APRIL 22, 2011**. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement

Manager at the address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Request for Proposals for Custodian to Act as Depository. 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 Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. This process will take place between **April 25, 2011** and **April 28, 2011**. During this time, the Procurement Manager may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

8. Selection of Finalists

The Evaluation Committee will select and Procurement Manager will notify the finalist offerors on **April 29, 2011**. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations 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 6, 2011**. 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, which will hear the presentations on **May 10, 2011** and, if necessary, **May 11, 2011** in the Insurance Division Conference Room. The Procurement Manager will schedule the time and place for each offeror presentation. Each presentation will be limited to 2.0 hours in duration.

11. Finalize Contract

The contract will be finalized with the most advantageous offeror between **May 12, 2011** and **May 19, 2011**. 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, the recommendation of the Agency management and the signed contract, the Agency will award the contract on **May 20, 2011**. This date is subject to change at the discretion of the Agency.

The contract shall be awarded to the offeror or offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

The award is subject to appropriate State approvals, including the New Mexico State Treasurer's Office.

13. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 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 close of business on **June 3, 2011** unless the contract award date is changed pursuant to paragraph 13. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Agency. The protest must be delivered to the Agency. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico General Services Department - State Purchasing Division Procurement Code Regulations, 1.4.1 NMAC.

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency.

4. Subcontractors

All work that may result from this procurement must be performed by the prime contractor. Subcontracting of work is not acceptable.

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request 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 sixty (60) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

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

requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the nonconfidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with 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 State Purchasing Agent 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 or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

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

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

All contracts for professional services may be subject to the review and approval of DFA pursuant to 13-1-118 NMSA 1978 and 2.40.2 NMAC.

16. Offeror's Terms and Conditions

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

17. Contract Deviations

Any additional terms and conditions, which 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 responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the 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 if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

21. Notice

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

22. Agency Rights

The Agency reserves the right to accept all or a portion of an offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors, offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement 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 this Request for Proposals shall 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 must 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 New Mexico Public Regulation Commission, Insurance Division ("DOI"), the version maintained by the DOI shall govern.

### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **A. NUMBER OF RESPONSES**

Offerors shall submit only one proposal.

#### **B. NUMBER OF COPIES**

Offerors shall deliver three (3) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals.

#### **C. PROPOSAL FORMAT**

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

##### **1. Proposal Organization**

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

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Mandatory Specifications
- e) Completed Cost Response Form
- g) Response to Agency Terms and Conditions
- h) Offeror's Additional Terms and Conditions
- i) Other Supporting Material

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

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.

## 2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) identify the submitting organization;
- b) identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- f) be signed by the person authorized to contractually obligate the organization;
- g) acknowledge receipt of any and all amendments to this RFP.

## IV. SPECIFICATIONS

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.

### A. Information

#### 1. Agency Resources

The Agency will provide access to its computers as necessary to facilitate performance under this contract.

#### 2. Work Performance

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

PRC Company Licensing Bureau  
1120 Paseo de Peralta, Room 439  
Santa Fe, NM 87501

#### 3. Level of Effort

The contractor will work on an as-needed basis, with no limitations on the number of trips to the on-site locations. Contractor will schedule on-site visits in advance.

#### 4. Time Frame

The contract is scheduled to begin on July 1, 2011 or as soon as possible thereafter.

### B. Mandatory Specifications

#### 1. Minimum Qualifications

The proposal must address the following areas in order to meet the minimum qualifications for consideration.

- a) the Offeror must be a commercial depository located in the State of New Mexico. See NMSA 1978, § 59A-10-5 (1984);

- b) the Offeror must be a solvent trust company or solvent financial institution having trust powers domiciled in New Mexico. See NMSA 1978, § 59A-10-5 (1984);
- c) the Offeror must agree to the terms and warranties contained in the Professional Services Agreement, Appendix B, and must be capable of providing the required services; and
- d) the Offeror must warrant that it currently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under any professional services agreement entered into by the Superintendent, the Trustee and the Offeror.

## 2. Corporate Experience

Offerors must submit a statement of relevant corporate experience, including experience of subcontractors, if applicable. The documentation must thoroughly describe how the offeror has supplied expertise for similar contracts and work related to maintaining custodial deposits.

Offerors should include in their proposals documentation describing the extent of their experience and expertise as a custodial depository.

Offerors should include in their proposals documentation of their systems capability and reporting functions.

Offerors should include in their proposal copies of appropriate professional certifications.

Offerors should include in their proposals samples of work performed for previous clients.

## 3. Corporate References

Proposals must include three (3) external client references from clients who received similar services. In addition, three (3) references must be submitted for each proposed subcontractor. The minimum information that must be provided about each reference is:

- a. Name of individual or company to whom services were provided
- b. Address of individual or company
- c. Name of contact person
- d. Telephone number of contact person

- e. Type of services provided and dates services were provided

#### 4. Offeror Staff Experience

Offerors must submit resumes of all proposed professional staff members who will be performing services under the contract. Experience narratives shall be attached that describe the specific relevant experience of the staff members in relation to the role that member will perform for this contract. The narrative(s) must include the name of the individual(s) proposed and should include a thorough description of their education, knowledge, and relevant experience as well as certifications or other professional credentials.

#### 5. Proposed Staff References

One external client reference for each proposed staff member must be provided. The minimum information that must be provided about each reference is:

Name of individual or company services were provided for

- a Address of individual or company
- b Name of contact person
- c Telephone number of contact person
- d Type of services provided and dates services were provided

#### 6. Project Plan

Offerors must submit a thorough project plan as part of the proposal. At a minimum, the project plan must include a milestone chart including tasks to be performed, the time frame and proposed staff member designated for the completion of each task.

#### 7. Cost

Offerors must propose a schedule of custodial fees they will bill to Insurers and Service Contract Providers in their proposal. See Appendix C.

13.2.4.16 NMAC states:

“Total compensation and reimbursement to be received by depository for its services as described in this rule shall be an annual fee equal to two-tenths of one percent (0.2[%]) of the face amount of securities held by depository, plus New Mexico gross receipts tax, or such lesser amount as may be agreed between depository and an individual insurer.”

In addition, 13.2.4.17 NMAC states:

A. Depository may, by agreement between itself and an insurer, accept such other or further additional duties to an insurer as may be agreed between them, provided that no provision of any such agreement shall be effective to impair, diminish or otherwise affect any right or power of the superintendent or the state of New Mexico under this rule or applicable law.

B. All compensation or reimbursement due to depository shall be the sole liability and responsibility of insurer, and no claim shall be made upon the superintendent or the state of New Mexico, either by depository or by insurer, for collection or payment of any such amounts.

In light of the foregoing administrative rule, the Agency seeks proposals with competitive custodial fee schedules.

#### 8. Oral Presentation

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

## V. EVALUATION

### A. Evaluation Point Summary

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals.

FACTOR	POINTS AVAILABLE
1. Corporate Experience	100
2. Corporate References	75
3. Systems Capability and Reporting	250
4. Proposed Staff Experience	175
5. Proposed Staff References	75
6. Project Plan	50
7. Cost	175
8. Oral Presentation	<u>100</u>
TOTAL	1,000

### B. Evaluation Factors

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

1. Corporate Experience as a commercial depository in New Mexico and as a trust company or financial institution having trust powers domiciled in New Mexico (100 points)

The corporate experience of the offeror including all subcontractors will be evaluated based upon documented experience on similar projects and engagements and includes consideration of years in business, experience of form and management personnel, stability of organization and people, turnover, references and number of depositors.

2. Corporate References (75 points)

Points for corporate 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.

3. Systems Capability and Reporting (250 points)

Points will be awarded based upon an evaluation of the offeror's computer software and management for effective and efficient operation of the custodian's duties and the offeror's systems for providing reports required by the Superintendent, the State Treasurer, insurers and service contract providers.

4. Staff Experience (175 points)

Points for staff experience will be awarded based upon an evaluation of each staff member's experience as it relates to their role and the needs of this contract.

5. Individual References (75 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.

6. Project Plan (50 points)

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the project plan.

7. Cost (175 points)

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

$$\frac{\text{Lowest Responsive Compensation Rate}}{\text{This offeror's Compensation Rate}} \times 175 = \text{Award Points}$$

8. 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.

**C. Evaluation Process**

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.8.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS

FOR

CUSTODIAN TO ACT AS DEPOSITORY

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 C.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on April 4, 2011. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the 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.

Cynthia B. Hall, Staff Attorney  
Public Regulation Commission, Insurance Division  
P.O. Box 1269  
Santa Fe, NM 87504-1269  
Telephone: (505) 827-4309  
Fax: (505) 827-4734  
cynthia.hall@state.nm.us

## APPENDIX B

### Contract Terms and Conditions

STATE OF NEW MEXICO

PUBLIC REGULATION COMMISSION

PROFESSIONAL SERVICES CONTRACT # \_\_\_\_\_

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Public Regulation Commission, Insurance Division, hereinafter referred to as the "Agency," the New Mexico State Treasurer, hereinafter referred to as the "Trustee" and [insert name] **CONTRACTOR**, hereinafter referred to as the "Contractor".

WHEREAS, Insurance companies ("Insurers") transacting business in New Mexico are required under NMSA 1978, §§ 59A-5-18 through 59A-5-20 and §§ 59A-10-1 through 59A-10-19 (the "Insurance Code") to deposit securities or other property with the Trustee and/or the Superintendent. The Trustee and the Superintendent have authority under the Insurance Code to designate depositories with respect to deposits made by insurers under the Insurance Code. The Trustee and the Superintendent want to designate and engage the Custodian to act as depository with respect to the deposits made by Insurers under the Insurance Code ("Custodial Accounts").

WHEREAS, Service Contract Providers ("Providers") in New Mexico are required under the Service Contract Regulation Act (NMSA 1978, § 59A-58-6) to maintain a deposit with the Superintendent. Providers may choose to deposit securities of the type eligible for deposit by insurers with the Superintendent to fulfill this requirement. The Custodian will maintain deposits by insurers for the Superintendent. The Superintendent, therefore, wants to designate and engage the Custodian to also act as depository and maintain Custodial Accounts for Providers who choose to deposit securities.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work as follows:

The Custodian is designated as depository for Insurers with respect to securities and other properties in the Custodial Accounts. The Custodian has authority to make purchases, sales, and deliveries of securities and to otherwise deal with such securities as the Superintendent or the Trustee may direct.

The Custodian is designated as the depository for Service Contract Providers ("Providers") who choose to enter into separate Provider Custodial Account Agreements with the Custodian for the deposit of securities of the type eligible for deposit by insurers under the New Mexico Insurance Code. The Custodian shall perform the following services, which shall also be terms of each

Provider Custodial Account Agreement.

The Custodian is authorized and directed to:

- A. Act as depository with respect to securities and other properties in the Custodial Accounts.
- B. Make purchases, sales, and deliveries of securities and otherwise deal with such securities as the Superintendent may direct.
- C. Collect interest and other income on the securities, dispose of the interest and other income as directed by Insurers or Providers, provide the Superintendent with information regarding interest collections and payments, including addresses used by the Custodian to distribute interest payments, and provide information regarding past interest payments at the request of Insurers or the Superintendent.
- D. Provide to the Superintendent and Insurers or Providers the reports required by the Insurance Code and Regulations, including a monthly report containing a full description of the accounts held at each month's end, each Insurer's account number and company code, full descriptions of the securities held, and current market values and current par values of the securities held.
- E. Provide the Superintendent, the Trustee, and the State Auditor with all reports and records as may be reasonable or necessary for the performance of their duties under the law.
- F. Hold securities according to the provisions of the Insurance Code and Regulations, use descriptions/references for all securities as set by the Superintendent, ensure that all accounts reflect the Insurer's New Mexico Company Code and account number or the Providers New Mexico Registration Number and account number, and provide the Superintendent with Standard and Poor's Ratings, Moody's Rating, call information, and current market value within one day of a request for such information.
- G. Execute on behalf of Insurers, Providers or the Superintendent all declarations, affidavits and certificates of ownership now or hereafter required in collecting income or principal payments.
- H. Provide Insurers or Providers with written confirmation, which has been approved by the Superintendent, of the change in custodian bank and of the current account balance at the beginning of service by the Custodian.

- I. Provide Insurers or Providers with transaction reports and lists of assets in Custodial Accounts annually and other available information regarding their respective accounts upon request.
- J. Process mail deliveries on a daily basis.
- K. Maintain an adequate customer service staff for all custodial accounts (i.e. more than one individual associated with the Custodian shall be familiar with the custodial accounts and processes necessary to keep them and, to the extent possible, individuals who specialize in investments shall be assigned to work with the custodial accounts).
- L. Provide the Superintendent with computers to access Contractor's custodial accounts online, including the ability to view and print account information, and appoint a qualified individual to manage any necessary computer conversion operations as well as day-to-day computer-related issues.
- M. Indemnify the Superintendent for any and all loss, damage, cost, expenses (including legal fees and expenses), and liability resulting from errors, omissions, fraud, embezzlement, theft, negligence, or neglect by Custodian, its employees, officers, servicers or agents and directors, in the performance of services relating to the custodial accounts. (The Custodian does not undertake to furnish investment advice with respect to any purchase or sale of securities held in Custodial Accounts. In reporting to the Superintendent the fair market values of securities held, the Custodian shall use its best efforts in obtaining, but does not warrant, the accuracy of values of securities included in any report.)
- N. Release securities or proceeds from a custodial account only upon written order signed by the Superintendent or his designee, and deliver securities or proceeds withdrawn from a Custodial Account pursuant to the instructions of the Insurer or Provider.
- O. Bill and collect custodial fees from Insurers as authorized by the Insurance Code and Regulations.
- P. Bill and collect custodial fees from Providers as provided in the Provider Custodial Account Agreements.

Performance Measures, default by Contractor – Contractor shall substantially perform the Performance Measures set forth in **Attachment 1**. In the event the Contractor fails to obtain the results described in **Attachment 1**, the 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 Agency of specific steps that it will take to achieve these results in the future and the timetable for implementation. Nothing in this subparagraph shall be construed to prevent the Agency from exercising its right pursuant to Paragraph 4 below.

2. Compensation.

[To be determined]

3. Term.

THIS AGREEMENT SHALL BECOME EFFECTIVE ON July 1, 2011. This Agreement shall terminate on June 30, 2012, unless terminated pursuant to paragraph 4, infra, or paragraph 5. In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 60 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately upon written notice to the Contractor, if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management

Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives

issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement. Any non-expendable personal property or equipment purchased by the Contractor with contract funds shall become the property of the Agency upon termination. On the date the notice of termination is received, the Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Contractor. The property listed in the inventory report shall include client records and a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the paragraphs of this Agreement regarding financial records. Upon completion of delivery of the inventory, all Agency property, records, and books of account required to be delivered to the Agency, the Contractor may retrieve its computers, printers, hardware, and software, that were required to be provided under paragraph 1.L of this agreement.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of 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.

7. 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 the Agency.

8. Subcontracting.  
The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.
9. Release.  
The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the 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.
10. Confidentiality.  
Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.
11. Product of Service -- Copyright.  
All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.
12. 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 or state employee or former state employee have been followed.
13. Amendment.  
This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.
14. Merger.  
This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior

agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. 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.

16. 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, or serious medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, 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.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the 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 Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, 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 the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:           Cynthia B. Hall, Staff Attorney  
                                  NMPRC, Insurance Division  
                                  P.O. Box 1269  
                                  Santa Fe, NM 87504-1269  
                                  [Cynthia.hall@state.nm.us](mailto:Cynthia.hall@state.nm.us)

To the Contractor: [insert name, address and email].

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature below.

By: \_\_\_\_\_  
Public Regulation Commission

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

By: \_\_\_\_\_

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

State Treasurer's Office

By: \_\_\_\_\_ Date \_\_\_\_\_  
Agency's Legal Counsel –Certifying legal sufficiency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

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.

ID Number: **00-000000-00-0**

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

Attachment One

Scope of Work

**Performance Measures**

**Goal: Administer all statutory deposits in accordance with Articles 5 and 10 of the New Mexico Insurance Code, Chapter 59A NMSA 1978.**

**Objective: Contract for a qualified custodian as permitted by § 59A-10-5.**

APPENDIX C  
COST RESPONSE FORM

SUMMARY OF PROPOSED RATES

The Offeror listed below submits the following firm, fixed Schedule of fees to complete the requirements as outlined in this RFP for the State of New Mexico.

SERVICE CLASSIFICATION	FEE
1. _____	_____
2. _____	_____
3. _____	_____

Offeror Name: \_\_\_\_\_