



Purchasing Department

REQUEST FOR PROPOSALS NO.: 17-006-8	TITLE: Talent Management System
RFP DUE DATE: Monday April 24, 2017 RFP DUE TIME: 3:00 PM local time (MDT)	NIGP CODE: 20851 HR Software
BUYER: Adam Bustos Phone: 505-454-3053 Fax: 505-454-3109 E-mail address: adambustos@nmhu.edu	
NUMBER OF RESPONSES REQUIRED: One (1) Original and Five (5) Copies and USB Flash Drive	FREIGHT TERMS: FOB Destination Freight Included PAYMENT TERMS: Net 30 Days

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PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT:

New Mexico Highlands University (NMHU) invites you to submit a proposal for the Services specified in this Request for Proposals. Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this Request for Proposals may result in your proposal being declared non-responsive. The purchase of Materials and or Services awarded under this Request is subject to NMHU's General Terms and Conditions as well as all statements contained in this Request for Proposals. All terms and conditions of the Request for Proposals shall remain unchanged for the duration of any resultant agreement(s) and shall supersede and take precedence over any vendor agreement forms. Additional or different terms proposed by the vendor are hereby rejected unless agreed to in writing by NMHU. The New Mexico criminal law prohibits bribes, gratuities and kickbacks (13-1-28 through 13-1-199, NMSA 1978).

Any and all clarifications of instructions, specifications, scope, requirements, terms and conditions, insurance, bonds, or proposal preparation, etc. shall be made only by the Buyer listed above. All requests for clarification or exception to instructions, terms and conditions, specifications, requirements, scope, insurance, bonds, or proposal preparation, etc. must be made in writing, addressed to the Buyer listed above, and submitted no later than the due date identified by NMHU. Technical questions concerning scope of work, NMHU's requirements, needs or expectations and the vendor's requirements, needs or expectations must be directed to the technical clarification contact listed above. If a technical clarification contact is not listed above, then all such questions must be directed to the Buyer listed above. If appropriate in NMHU's sole judgment, NMHU Purchasing may issue a written Amendment or addendum, which shall thereafter become part of this Request for Proposals. No oral interpretations shall be binding upon NMHU unless reduced to a written amendment issued by NMHU Purchasing prior to the proposal due date and time. Your reliance on any such oral interpretations shall be deemed unreasonable.

Each respondent, by submitting a response, represents that the respondent has read and completely understands the request for qualifications documents and agrees to abide by the terms of this RFP and any resulting agreement. Failure of the selected contractor to fulfill the provisions of this request for qualifications shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.

The general terms and conditions on the reverse side of NMHU's purchase order are an equal and integral part of this request for proposals (RFP) and are noted in Section C. The terms, conditions and specifications contained in this RFP along with any attachments and the Offeror's response are hereby incorporated into all purchase orders issued as a result of this RFP, including any addenda. NMHU reserves the right to negotiate with a successful Offeror (contractor) provisions in addition to those stipulated in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into the contract. Should an offeror object to any of the NMHU standard terms and conditions that Offeror must propose specific alternative language that would be acceptable to NMHU. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to NMHU and will result in disqualification of the Offeror's proposal. Offerors must provide a brief statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

NMHU is not responsible for representations made by any of its officers or employees prior to the execution of the Agreement(s) unless such understanding or representation is included in the RFP or in subsequent written addenda or responses provided to all proposers by NMHU's Purchasing Department. NMHU is responsible only for that which is expressly stated in the solicitation document and any authorized addenda thereto. Any cost incurred by the Respondent in preparation, transmittal or presentation of any proposal or material submitted in response to the RFP shall be borne solely by the Respondent.

Contractor shall not be an employee of NMHU and is responsible for federal and state payroll and service taxes such as social security, unemployment and gross receipts taxes. Service required by this RFP for which the Successful Offeror does not identify cost will be borne at the Offeror's expense and will not be charged to NMHU.

PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT:

SUBMITTAL INSTRUCTIONS:

To submit a proposal, provide a type written document responding to the scope of work/services, specifications, and evaluation criteria contained herein. Complete the forms labeled “SECTION E: Signature of Firm’s Authorized Representative,” “SECTION F: Debarment/Suspension Status & Non-Collusion Affidavit Form,” “EXHIBIT B: Campaign Contribution Disclosure Form,” signed by the firm’s authorized representative, and submit these forms with your proposal’s response to Section D, Evaluation Criteria. Responses shall be signed by a legally authorized representative of the Respondent. Unsigned responses to SECTION E: Signature of Firm’s Authorized Representative and Section F: Debarment/Suspension Status & Non-Collusion Affidavit Form will be rejected as a material failure.

NMHU does not desire responses with fancy binders, binding, or sales literature. Instead, vendors' proposals should be organized in a format that promotes the easy and clear evaluation of your proposal. To this end, the organization of your proposal should generally follow the Request for Proposals' organization so that the Request and your proposal can be cross-referenced during the evaluation process. Likewise, information in your proposal should be presented in same order as the pertinent provisions of the Request for Proposals, referencing sections of the Request on any and all attachments that you include with your proposal. Each original proposal must be signed in ink by an authorized representative of your firm; all corrections shall be initialed in ink by person signing the proposal. The contents of the selected proposal may become part of any resultant award. If you wish to offer more than one proposal, clearly label the top as an alternate proposal and submit all responses in the same package as the original proposal. Submit the number of copies of your proposal as specified above. Each copy shall include all supporting documentation. Failure to submit the required number of copies may result in your proposal being considered non-responsive.

1. REQUIRED SUBMITTAL DOCUMENTS NEEDED WITH YOUR SEALED RESPONSE:

- a. OFFEROR’S response to SECTION D, EVALUATION CRITERIA, paragraphs 3.3.1 THROUGH 3.3.4.6. NMHU desires that your response be in a point-by-point format for the Service Types being offered.
- b. SECTION E: Signature of Firm’s Authorized Representative
- c. SECTION F: Debarment/Suspension Status & Non-Collusion Affidavit Form
- d. SECTION G: Resident and Resident Veteran Certification
- e. SECTION H: Compliance Matrix on Mandatory Requirements
- f. EXHIBIT B: Campaign Contribution Disclosure Form
- g. Table of Contents to include section names, section numbers and page numbers
- h. Letter of Transmittal. The letter of transmittal will fairly and briefly depict the respondent’s proficiency, experience and capability to serve NMHU and why the respondent believes they should be selected.
- i. Response length and font size: Proposal responses ***should be*** limited to 20 double spaced pages no smaller than 10 point font. Sections E, F, and H, Exhibit B, Offeror resumes and sample Service Agreements are excluded from this suggested page limit.
- j. Submit one (1) original and five (5) copies of your response, along with a USB Flash Drive of Proposal to this RFP with your SEALED response.

NOTE: FAILURE TO SUBMIT ITEMS 1.A – 1.E. NOTED ABOVE WILL RENDER THE OFFER AS BEING NON-RESPONSIVE. ANY MODIFICATIONS TO SECTION E SIGNATURE OF FIRM’S AUTHORIZED REPRESENTATIVE RESPONSE FORM OTHER THAN FILLING IN THE FORM FIELDS IS NOT ACCEPTABLE AND WILL RESULT IN DISQUALIFICATION OF THE OFFEROR’S RESPONSE. THE GENERAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF NMHU’S PURCHASE ORDER ARE AN EQUAL AND INTEGRAL PART OF THIS REQUEST FOR PROPOSALS (RFP) AND ARE NOTED IN SECTION C. THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THIS RFP ALONG WITH ANY ATTACHMENTS AND THE OFFEROR’S RESPONSE ARE HEREBY INCORPORATED INTO ALL PURCHASE ORDERS ISSUED AS A RESULT OF THIS RFP, INCLUDING ANY ADDENDA. NMHU RESERVES THE RIGHT TO NEGOTIATE WITH A SUCCESSFUL OFFEROR (CONTRACTOR) PROVISIONS IN ADDITION TO THOSE STIPULATED IN THIS RFP. THE CONTENTS OF THIS RFP, AS REVISED AND/OR SUPPLEMENTED, AND THE SUCCESSFUL OFFEROR’S PROPOSAL WILL BE INCORPORATED INTO THE CONTRACT. SHOULD AN OFFEROR OBJECT TO ANY OF THE NMHU STANDARD TERMS AND CONDITIONS THAT OFFEROR MUST PROPOSE SPECIFIC ALTERNATIVE LANGUAGE THAT WOULD BE ACCEPTABLE TO NMHU. GENERAL REFERENCES TO THE OFFEROR’S TERMS AND CONDITIONS OR ATTEMPTS AT COMPLETE SUBSTITUTIONS ARE NOT ACCEPTABLE TO NMHU AND WILL RESULT IN DISQUALIFICATION OF THE OFFEROR’S PROPOSAL. OFFERORS MUST PROVIDE A BRIEF STATEMENT OF THE PURPOSE AND IMPACT, IF ANY, OF EACH PROPOSED CHANGE FOLLOWED BY THE SPECIFIC PROPOSED ALTERNATE WORDING. OFFEROR’S WHO HAVE QUESTIONS OR CONCERNS REGARDING THESE REQUIREMENTS ARE ENCOURAGED TO CONTACT NMHU’S PURCHASING OFFICE FOR CLARIFICATION.

PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT:

2. SUBMITTAL DEADLINE AND LOCATION

All responses must be received in a SEALED package by NMHU no later than 3:00 PM, April 24, 2017.

Responses are to be submitted via MAIL, COURIER, or HAND DELIVERED to:

New Mexico Highlands University

Purchasing Department

1005 Diamond

Las Vegas, NM 87701

Attn: RFP #17-006-8, Due on or before 3:00 PM MDT, April 24, 2017

PLEASE ENSURE THAT YOUR SEALED PACKAGE IS LABELED WITH YOUR FIRM'S NAME, ADDRESS, RFP NUMBER, CONTACT NAME & EMAIL ADDRESS, AND OPENING DATE AND TIME. FAILURE TO PROPERLY IDENTIFY THIS RFP #, DUE DATE AND TIME ON THE LOWER LEFT OUTSIDE CORNER OF YOUR SEALED PROPOSAL PACKAGE MAY RESULT IN EITHER PREMATURE OPENING OF YOUR PROPOSAL OR FAILURE TO OPEN IT UPON THE CORRECT CLOSING DATE AND TIME.

- a. Faxed or electronically mailed responses will NOT be accepted and CANNOT be considered for award.
- b. Late submissions of proposals will not be considered unless it is determined by NMHU that the late receipt was due solely to mishandling by NMHU or if the proposal is the only one received. All other late submissions will be returned unopened.
- c. Responses will not be publicly opened.
- d. Responses may be withdrawn at any time prior to the time and date set for RFP closing.
- e. NMHU reserves the right to accept or reject any or all responses and to waive technical irregularities.

3. TENTATIVE SEQUENCE OF EVENTS

- | | |
|--------------------------------|--|
| a. Questions/Clarifications | Accepted through 5:00 PM MDT, April 19, 2017 |
| b. RFP Amendments | Issued by, April 20, 2017 |
| c. Submission of Proposal | PROPOSALS MUST BE SEALED AND DATE STAMPED
RECEIVED BY NMHU PURCHASING DEPARTMENT
SUBMISSION DEADLINE, ON OR BEFORE:
Due Date: April 24, 2017
Due Time: 3:00 PM, Mountain Daylight Time

Location:
NMHU Purchasing Office
1005 Diamond
Las Vegas, NM 87701 |
| d. Evaluations | Week of April 24, 2017 |
| e. Begin Contract Negotiations | May 1, 2017 |
| f. Notice of Award | May 8, 2017 |

SECTION B: STANDARD PROPOSAL TERMS AND CONDITIONS FOR RFP #17-006-8

1. **ACKNOWLEDGMENT OF AMENDMENT / ADDENDUM.** Vendors shall acknowledge all amendments/addenda to this Request for Proposals by identifying the amendment/addendum number and date in the space provided on the form labeled "Signature of Firm's Authorized Representative".
2. **ADDRESSES FOR NOTICES.** Any notice required to be given or which may be given under this Request for Proposals or the resultant price agreement shall be in writing and delivered in person or via first class mail to New Mexico Highlands University, Purchasing Department, 1005 Diamond, Las Vegas, NM 87701.
3. **AWARD OF PROPOSALS.** NMHU reserves the right to award this proposal based on price and any other evaluation criteria contained herein; to reject any and all proposals or any part thereof, and to accept the proposal that is most advantageous to NMHU, taking into consideration the evaluation factors set forth in this Request for Proposals.
4. **CANCELLATION.** NMHU reserves the right to cancel without penalty this Request for Proposals, the resultant price agreement or any portion thereof for unsatisfactory performance, unavailability of funds, or when it is in the best interest of NMHU.
5. **CHANGE IN CONTRACTOR REPRESENTATIVES.** NMHU reserves the right to request a change in contractor representatives if the assigned representatives are not, in the opinion of NMHU, meeting its needs adequately.
6. **CONFIDENTIALITY.** Any information provided to or developed by the successful vendor in the performance of the resultant agreement shall be kept confidential and shall not be made available to any other individual or organization by the successful vendor without prior written approval of NMHU.
7. **DISCREPANCIES.** Should any interested vendor find discrepancies in any part of the listed specifications or the terms and conditions, or find any part of the listed specification or the terms and conditions to be incomplete or otherwise questionable in any respect, such vendor shall immediately call such matters to the attention of the Buyer, **in writing**, prior to the established opening date.
8. **EMPLOYEE CERTIFICATION.** The vendor and all vendor's employees utilized on the work to be performed under this Request for Proposals must have the proper certification(s) and license(s) to comply with State and local requirements connected to this Request for Proposals. The contractor shall use only fully qualified and approved service technicians to perform inspections, service and or repairs under this Request for Proposals.
9. **EQUIPMENT REQUIRED.** The vendor shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work under this Request for Proposals except as otherwise noted in the Specifications.

SECTION B: STANDARD PROPOSAL TERMS AND CONDITIONS FOR RFP #17-006-8

10. **ERRORS.** NMHU is not liable for any errors or misinterpretations made by the vendor responding to this Request for Proposals. No advantage shall be taken by Vendors in the omission of any details. Any misstatements of fact, misrepresentations or errors in the Vendor's proposal may, at the sole discretion of NMHU, be cause for disqualification. Each vendor is responsible for ensuring that all information provided in its proposal is accurate and complete in its entirety.
11. **FORCE MAJEURE.** Neither party to the resultant agreement will be liable to the other for any failure or delay in performance under the resultant agreement due to circumstances beyond its reasonable control including, but not limited to, acts of God, accidents, labor disputes, acts or omissions and defaults of third parties, and official, government or judicial action not the result of negligence of the party failing or late in performing.
12. **GENERAL SOFTWARE TERMS AND CONDITIONS.** NMHU's General Software Terms and Conditions are an equal and integral part of this Request for Proposals.
13. **GOVERNING LAW.** This Request for Proposals and all resultant price agreements shall be interpreted and governed by the Laws of the State of New Mexico.
14. **INSURANCE REQUIREMENTS.** The successful vendor(s) may be required to carry insurance meeting the requirements in the Exhibit labeled "INSURANCE REQUIREMENTS" or as noted in the specifications. The successful vendors shall submit the Certificate of Insurance **only upon request** by NMHU to the appropriate Buyer prior to commencing work under the resultant price agreement. Insurance must remain in effect for the entire term of the resultant price agreement and must be extended to coincide with any future price agreement extension. This Request for Proposals Number must appear on the Certificate of Insurance. **Note: The successful vendor shall agree to comply with state laws and rules pertaining to workers' compensation insurance for its employees. If the successful vendor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the resultant contract may be canceled effective immediately.**
15. **INVITATION TERMS PART OF CONTRACT.** This Request for Proposals along with its attachments will be considered to be part of the resultant price agreement and or purchase order and is to be incorporated by reference.
16. **LATE SUBMISSIONS.** Late submissions of proposals will not be considered unless it is determined by NMHU that the late receipt was due solely to mishandling by NMHU or if the proposal is the only one received. All other late submissions will be returned unopened.
17. **MODIFICATIONS.** Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. The Buyer may request technical clarifications of the proposal following the opening.
18. **NUMBER FOR PROPOSAL CLARIFICATION.** The Vendor should include a local or toll-free number for proposal clarifications. Failure to do so may result in the proposal being declared non-responsive.
19. **OFFEROR'S TERMS AND CONDITIONS.** Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the agency.

SECTION B: STANDARD PROPOSAL TERMS AND CONDITIONS FOR RFP #17-006-8

20. **OFFICIAL FORMS.** Offerors shall use only the official forms included in this Request for Bids/Proposals. Typically, this includes Section D: Bid Response Form, SECTION E: Signature of Firm's Authorized Representative, SECTION F: Debarment/Suspension Status & Non-Collusion Affidavit Form, SECTION G: Resident Veteran's Preference Certification, SECTION H: Compliance Matrix on Mandatory Requirements, and Exhibit B: Campaign Contribution Disclosure Form. All Official Forms include the language, "USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES." Submission of recreated or alternative forms is not allowed and will render the Offeror's response as being non-responsive. Non-responsive offers may not be considered for award. Any modification to the Section E form other than filling in the form fields is not acceptable and will render the Offeror's response as being non-responsive.
21. **OPTION TO RENEW.** NMHU reserves the option to renew the resultant agreement, contingent upon fiscal funding, as provided for within Section 13-1-150 NMSA 1978, if such renewal is found to be in the best interests of NMHU. Renewal options will be exercised in increments of one-year terms unless otherwise agreed to by both parties.
22. **PAYMENT DISCOUNTS.** NMHU will take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the highest evaluated offer.
23. **PERIOD FOR PROPOSAL ACCEPTANCE.** The Vendor agrees, if its proposal is accepted within ninety (90) calendar days of the closing date, to furnish the goods and services at the prices set forth in its proposal, delivered to the designated point(s) within the specified time in the delivery schedule. Failure to comply may result in removal from the bid list. An additional time period may be requested elsewhere in this Request for Proposals.
24. **POTENTIAL COSTS UNSPECIFIED.** The Vendor shall include in its proposal all goods, material and labor costs that it knows or should know will be required to complete the work under this Request for Proposals including any goods, materials, labor or other costs that are not specifically identified in the specifications of this Request for Proposals. All such costs shall be identified in the proposal and separately stated in the price or pricing proposed in the proposal.
25. **PROPOSAL NEGOTIATION.** Vendors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after opening and prior to award for the purpose of obtaining best and final offer. Negotiations may be conducted with responsible vendors who submit offers found reasonably likely to be selected for award.
26. **PROPOSAL OPENING.** Proposals will be opened on the due date and time specified on the proposal cover sheet in the Purchasing Department Office. **This is not a public opening and contractors are not invited to attend.**
27. **PUBLIC INFORMATION.** All information, except that marked as confidential, will become public information at the time that the Proposal is awarded. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential.

SECTION B: STANDARD PROPOSAL TERMS AND CONDITIONS FOR RFP #17-006-8

28. **REFERENCES REQUIRED.** Vendor must furnish the minimum number of reference requested herein. Failure to submit the information may result in your proposal being considered non-responsive. Vendor, by furnishing these references, agrees to allow NMHU to contact any person or organization listed, and to utilize information obtained in the evaluation of the offer.
29. **RELEASES.** Upon final payment of the amount due under the terms of the resultant agreement, the successful vendor shall release NMHU, its Governing Board, officers and employees from all liabilities, claims and obligations arising from or under the terms of the resultant agreement. The successful vendor agrees not to purport to bind NMHU to any obligation not assumed herein by NMHU unless NMHU has expressly authorized the successful vendor to do so and then only within the strict limits of that authority.
30. **REPORTS AND INFORMATION.** At such times and in such forms as NMHU may require, there shall be furnished to NMHU such statements, records, reports, data and information, as NMHU may request pertaining to matters covered by all resultant agreements to this Request for Proposals.
31. **RESPONSIBLE VENDOR.** NMHU reserves the right to conduct any investigations deemed necessary to determine the responsibility of a vendor (i.e., prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the Request for Proposals). Vendor shall provide audited financial statements if requested by NMHU.
32. **RESPONSIVENESS OF PROPOSALS.** Vendors are hereby expressly instructed that all proposals in response to this solicitation shall meet all specifications and requirements of this solicitation.
33. **SEVERABILITY.** If any provision of the resultant agreement is found invalid or unenforceable, the remainder of the resultant price agreement will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of the resultant agreement will not be affected.
34. **SIGNATURE.** The response must be signed by an authorized representative in order for proposal to be considered responsive. Complete and return the form labeled "Signature of Firm's Authorized Representative" with proposal response.
35. **STATE AND LOCAL ORDINANCES.** The successful vendor shall perform work under the resultant price agreement in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the vendor. Where the drawings and or specifications indicate materials or construction in excess of the code requirements, the drawings and or specifications shall govern. The vendor shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.

SECTION B: STANDARD PROPOSAL TERMS AND CONDITIONS FOR RFP #17-006-8

36. **STATUS OF VENDOR.** The successful vendor is an independent contractor performing services for NMHU and neither he/she nor his/her agents or employees shall, as a result of the resultant agreement, accrue leave, retirement, insurance, bonding authority, use of NMHU vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of NMHU. The successful vendor acknowledges that all sums received under the resultant agreement are personally reportable by him/her/herself for income, self-employment and other applicable taxes.
37. **SUBCONTRACTORS.** Any work subcontracted by the successful vendor shall require the prior written approval of the subcontractor by NMHU.
38. **SUBMITTALS.** To submit an offer on the goods or services specified, provide a type written proposal responding to the scope of work/services, specifications, and evaluation criteria contained herein. Vendors are to submit responses as required for easy and clear evaluation with information presented in the order it appears herein referencing sections on all attachments. Each original proposal must be signed in ink by an authorized representative; all corrections shall be initialed in ink by person signing the proposal.
- All submittals must be in a SEALED package, received at NMHU's Purchasing Office on or before the due date and time. Faxed or electronically mailed responses will NOT be accepted.**
- The sealed package should be marked on the lower left outside corner to identify this RFP #, the RFP Due Date and Opening Time, and the respondent firm's company name, contact person, phone and email.**
39. **TAXES.** NMHU is exempt from Federal excise taxes and from New Mexico gross receipts taxes on materials, except construction materials used by a contractor. Services are not exempt from gross receipts taxes. Taxes, if any, on services must be included as a separate line item and not included in your base price proposed. Applicable taxes are excluded from the evaluation of the proposal.
40. **TECHNICALITIES.** NMHU reserves the right to waive any technical irregularities in the form of the proposal of the highest evaluated vendor which do not alter price, quality or quantity of the services, construction or items of tangible personal property offered.
41. **TELEGRAPHIC/FACSIMILE SUBMITTALS.** Telegraphic / Facsimile proposal submittals will not be considered. However, proposals may be modified by telegraphic/facsimile notice, provided that the notice is received by the time and date specified for the closing.
42. **VENDOR SCHEDULE REQUIRED.** The vendor shall include a proposed schedule for completion of work under this Request for Proposals. It should contain an itemized break down of all items and projects, including testing dates if applicable.
43. **WITHDRAWAL OF PROPOSALS.** Proposals may be withdrawn by written notice, telegram or in person by a vendor or an authorized representative any time prior to the award. Proposals requiring proposal security may result in forfeiture of the security if the proposal is withdrawn following the opening.
44. **USE OF CONTRACT** All State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law will be authorized to purchase from this agreement, pursuant to section §13-1-129 N.M.S.A. 1978. Use will be subject to approval by the successful Contractor. Any such contracts will be solely between those two entities. NMHU will have no interest or involvement with such contract. If any such administrative rebate is available by providing use of contract. Contractor will pass availability of rebate to New Mexico Highlands University.

SECTION C: GENERAL SOFTWARE TERMS AND CONDITIONS

1. **Inspection and Audit.** a. NMHU may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of this Purchase Order. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection of product and services will be made at the destination. Any testing or inspection procedures required by the specification are in addition to NMHU's rights under this paragraph.

b. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. Contractor shall maintain detailed records of all materials or supplies delivered to NMHU under this Purchase Order, including serial numbers and other appropriate identifiers. These records shall be subject to internal and external audit. NMHU shall have the right to audit billings both before and after payment. Payment under the resultant Agreement shall not preclude NMHU from recovering excessive, erroneous or illegal payments previously made to the Contractor.

2. **Warranties.** Seller warrants the Software Licensing and Software Maintenance services furnished to be as specified in this order, and to be in compliance with any specifications incorporated herein and with any samples furnished by Seller. In the event that defects are found, Seller shall remedy the defect to NMHU's satisfaction within a mutually agreed remedy time period. If the defect is not resolved within the remedy period, NMHU may cancel the order for cause, and Seller shall reimburse NMHU for the pro-rated use of the Software Licenses, Maintenance, and at 100% of all installation fees. All applicable UCC warranties express and implied, are incorporated herein.

3. **Acceptance and Rejection.** If prior to final acceptance, any materials, supplies or service are found to be defective or not as specified, or, if NMHU is entitled to revoke acceptance of them, NMHU may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price at NMHU's option. Seller shall reimburse NMHU for all incidental and consequential costs related to unaccepted materials, supplies or service. Notwithstanding final acceptance and payment. Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of performance shall not waive NMHU's right to claim damages for breach.

4. **Assignment.** This order is assignable by NMHU. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of NMHU.

5. **Changes.** NMHU may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of NMHU. Any claim of Seller for an adjustment under this paragraph must be made in writing within thirty (30) days from the date of receipt of Seller of notification of such change, unless NMHU waives this condition. Nothing in this paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

6. **Termination and Delays.** NMHU, by written notice stating the extent and effective date may terminate this order for convenience in whole or in part, at any time. NMHU shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; provided, however, compensation hereunder shall in no event exceed the total order price. Such amount will be limited to Seller's actual cost and may not include anticipated profits.

NMHU may terminate this order by written notice in whole or in part for Seller's default if Seller refuses or fails to comply with the provision of this order, or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, NMHU may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by NMHU, including incidental and consequential damages.

If, after notice of termination, NMHU determines Seller was not in default, or if Seller's default is due to failure of NMHU, termination shall be deemed for the convenience of NMHU.

The rights and remedies of NMHU provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

As used in this paragraph, the word "Seller" includes Seller and its subsuppliers at any tier.

7. **Affirmative Action.** Seller shall not discriminate with regard to hiring, termination or other incidents of employment on the basis of race, sex, national origin, religion, age or handicap. Seller agrees to: a) adhere to the principles set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for handicapped persons, minority group persons and women; b) take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; c) communicate this policy in both English and Spanish to all persons concerned within the company, with outside recruiting services and the minority community at large; d) provide NMHU on request a breakdown of labor force by ethnic group, sex, and job category; and e) discuss with NMHU its policies and practices relating to its affirmative action program.

8. **Indemnification and Insurance** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of NMHU. In any event, NMHU's liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless NMHU, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys fees, in connection with or resulting from such suit or action.

Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order.

9. **Patent and Copyright Indemnity.** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold NMHU harmless from any cost, expense, damage, or loss resulting therefrom.

10. **Discounts.** Any discount time will not begin until the materials, supplies, or services have been received and accepted and correct invoice received by NMHU's Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.

11. **Penalties.** The Procurement Code, Section 13-1-28 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. **Delivery.** Licensing shall be passed hereunder to NMHU at the F.O.B. point specified subject to the right of NMHU to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval from NMHU's Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time. If after award, the contractor becomes aware of possible problems that could result in delay in the agreed-to delivery schedule; the contractor must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the vendor of his/her contractual obligations. However, failure to notify NMHU promptly will be a basis for determining vendor responsibility in an otherwise excusable delay.

13. **Payment Charges.** Late payment charges shall be paid in the amount and under the conditions stated in Section 13-1-158, NMSA 1978.

14. **Other Applicable Laws.** Any provision required to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

15. **OSHA Regulations.** The contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work performed under this Invitation. **ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS.** The contractor shall defend, indemnify and hold NMHU free and harmless against any and all claims, loss, liability and expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

16. **Debarment/Suspension.** In performing the services and/or furnishing the goods specified within this purchase order, the vendor/contractor certifies that it is not suspended, debarred or declared ineligible from entering into contracts with the Executive Branch of the Federal Government, any State agency or local public body; nor is in receipt of a notice of proposed debarment or suspension from the Executive Branch of the federal Government, any State agency or local public body.

17. **Applicable Law.** Each party acknowledges that the New Mexico Procurement Code, NMSA 1978 13-1-28 through -199, as amended, applies to every NMHU purchase or contract agreement of tangible personal property, services and construction, including participation made pursuant to this purchase order. Further, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees or agents and that the liability of NMHU shall be subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act, NMSA 1978 41-4-1 through -2 7, as amended.

SECTION 2 GOVERNMENT SUBCONTRACT PROVISIONS

If this order is subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and condition of Section 2 and any other provisions of this order the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term "contract" shall mean "this order", the term "contractor" shall mean "Seller" and the term "Government" and "Contracting Officer" shall mean "NMHU" and the "Director of Purchasing," respectively.

The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of this order:

* Anti-kickback Procedures:	52.203-7
Buy American Act and Balance of Payments Program	52.225-7001
* Contract Work Hours and Safety Standards Act-Overtime Comp.	52.222-4
* Equal Employment Opportunity	52.222-26
Integrity of Unit Prices	52.215-26(a)(b)
Notice to the Government of Labor Disputes	52.222-1
Preference for U.S. Flag Air Carriers (For internal air travel)	52.247-63
Restriction on Subcontractor Sales to the Government	52.203-6
Service Contract Act of 1965 (Reserved)	52.222-41
* Termination for Convenience of Government (Education and other Nonprofit Institutions)	52.249-5(a)(f)

NMHU reserves all administrative, contractual, and legal remedies against Seller in case of any breaches of the contract.

* On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk (*) are incorporated into this contract.

SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA FOR RFP # 17-006-8

1. SCOPE OF REQUEST:

New Mexico Highlands University (NMHU) is seeking proposals from qualified, experienced firms with expertise and resources for a Commercial-Off-the-Shelf (COTS) Talent Management System meeting all requirements of this Request for Proposals (RFP). The intent of this system is to automate and manage the employee life-cycle from recruitment to separation. An employee's life cycle starts with recruitment, followed by on-boarding, professional development, potential transitions in positions (promotions, demotions, transfers, and reclassifications), performance evaluation, succession planning, and ending with retirement, resignation, or other separation. NMHU relies on its database of record, Ellucian Company L.P. Banner ERP, so proposals shall demonstrate that the products offered are capable of real-time integration with Banner, including, but not limited to, single sign-on capability, compatibility with Microsoft Suite products (Outlook, Word, Excel, PowerPoint, etc.), intuitive user access, and effective technical support options.

NMHU wishes to qualify and award the highest ranked respondent with an indefinite quantity Price Agreement to provide the Talent Management System ("System") as described in this RFP. In addition, the awarded vendor may be required to provide additional consulting and software development services following system implementation and acceptance. The initial term of the resultant Price Agreement arising from this Request for Proposals shall be for a one (1) year term. NMHU reserves the option to renew the resultant Price Agreement in accordance with New Mexico Statutes Annotated (NMSA), Section 13-1-150, 1978, contingent upon fiscal funding, contractor performance, if such renewal is found to be in the best interests of NMHU. Renewal options, if exercised, shall be exercised in one (1) year increments. The maximum term including all exercised renewals shall not to exceed a total of eight (8) years.

Any resultant Price Agreement may be made available for use by other Institutions of Higher Education and Central Purchasing Offices within the State of New Mexico. An Awardee of an Indefinite Quantity Price Agreement established with NMHU has the opportunity to market the resultant Price Agreement to other local public bodies and state agencies under the State of New Mexico Public Purchases and Property Act, NMSA 1978, Article 1, Procurement, Section 13-1-129, "Procurement under existing contracts." Any purchases and transactions that take place under this allowance shall be between the Awardee and the respective Agency and in no way shall be the responsibility of NMHU. Any institution of higher education and central purchasing office within the state of New Mexico other than New Mexico Highlands University utilizing this price Agreement will be required to administer its own contract documents.

1.1 NMHU INSTITUTIONAL INFORMATION:

At New Mexico Highlands University, we make a difference. As a small institution with a family-like feel, all of our faculty and staff are directly involved in the success of our students. We believe in:

- Empowering our employees and providing opportunities for career growth,
- Cultivating a strong, diverse community,
- Changing the world, one student at a time.

What does a 160-year-old fort have in common with great skiing?

Or world-class art and music have in common with three state parks? They're all in New Mexico Highlands University's backyard. Northern New Mexico is truly a unique location, and Highlands' main campus location along the historic Santa Fe Trail is the launching point for everything Northern New Mexico has to offer. On a short drive from campus, you can experience remote villages ignored by time, slopes that will invigorate all levels of skiers and snowboarders, and historic and cultural sites unlike any in the world. Las Vegas, a friendly town of 16,000, contains more than 900 buildings on the Historic Register and is located between the world-renown art markets of Santa Fe and Taos. Find out more about Las Vegas at www.visitlasvegasnm.com or see everything New Mexico has to offer at www.newmexico.org.

SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA FOR RFP # 17-006-8

About NMHU

New Mexico Highlands University is a public, state-run institution located in Las Vegas, New Mexico, with centers in Santa Fe, Rio Rancho, Farmington and Roswell, offering undergraduate and graduate degrees. For accreditation information, [click here](#).

2. SCOPE OF WORK

- 2.1 The scope of this project is primarily focused the Recruitment and Onboarding modules however, NMHU desires to understand the full capabilities of the proposed solution.

NMHU's intent is to have a fully functional Recruitment and Onboarding solution in production for the university's Fall Term – August 2017.

System requirements have been identified as either MANDATORY or as DESIRED. Prospective Offerors MUST complete and submit Section H: Compliance Matrix on Mandatory Requirements with their SEALED response. Failure to provide full compliance to these mandatory requirements will render the offerer's response as being non-responsive. Non-responsive offers will not be considered for award.

NMHU IS THE SOLE JUDGE FOR DETERMINING COMPLIANCE TO MANDATORY REQUIREMENTS. ONLY FULLY COMPLIANT RESPONSES MEETING THE MINIMUM MANDATORY REQUIREMENTS WILL BE SCORED WITH A SCORE FROM ONE (1) UP TO THE MAXIMUM NUMBER OF POINTS POSSIBLE. SHOULD ANY MANDATORY REQUIREMENT BE DEEMED NON-RESPONSIVE, THEN THE OFFERER'S ENTIRE OFFER SHALL BE DEEMED NON-RESPONSIVE, AND WILL NOT BE CONSIDERED FOR AWARD.

2.2 RECRUITING AND APPLICANT TRACKING.

2.2.1 COMPLIANCE

MANDATORY – Shall comply with all mandatory state, federal, and local regulations involved in hiring, record maintenance, and employment tracking, including, but not limited to, Background Check and I-9 compliance. Shall ensure that client will be able to report & track applicant demographics such as national origin, race, and gender as required by the Equal Opportunity Employment Commission (EEOC).

2.2.2 EMPLOYMENT BRANDING

MANDATORY – System shall comply with complete customization by client for public & internally facing websites, including, but not limited to, logo placement, color customization, and font customization.

2.2.3 INTUITIVE FOR ALL USERS

MANDATORY – System shall be easy to maneuver, for all ages and knowledge levels, including those with minimal knowledge of online usage. The System shall comply with the ease of creating a user profile, and the ability to automatically reset passwords based on a few key pieces of information provided by the user.

2.2.4 ANALYTICS – CLICK THROUGH

- 2.2.4.1 **MANDATORY** – Analytics shall be available for client to determine the point of origin for user access to the System. The system should be able to provide data from any field either through standard reporting or customized reporting.

- 2.2.4.2 **MANDATORY** – The System shall provide the ability for applicants to self-identify where they first heard about the available position(s) for which they've applied and provide analytics to determine the value of the recruitment resources used for that particular posting.

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- 2.2.5 **RECRUITMENT/APPLICANT METRICS**
MANDATORY – The System shall allow for reporting of recruitment metrics, including, but not limited to, race, gender, age, national origin, veteran status, and others.
- 2.2.6 **EDUCATION/CERTIFICATIONS**
- 2.2.6.1 **MANDATORY** – The System shall allow applicants to load and manage education and certification records. Additionally, the System shall allow client to manage and track education and certifications, including tracking of certification expiration dates, with automated notifications going to the applicant (employee), and Supervisor (if hired), to advise of upcoming expirations.
- 2.2.6.2 **DESIRED** – System should allow for client to track commitments by individuals to obtain specific degrees or certifications within an allotted timeframe.
- 2.2.7 **SCHEDULING INTERVIEWS**
DESIRED – The System should allow hiring officials and interview committee members to automatically schedule interviews with candidates via the System, with connectivity to the Microsoft Outlook application.
- 2.2.8 **JOB FINDER**
DESIRED – The System should allow users (potential applicants and applicants) to input various pieces of information (key words, titles, etc.) related to their desired positions, which then matches those pieces of information with available postings. Additionally, the System shall allow applicants to generate automated alerts which would notify users of new positions that come available matching their desired criteria.
- 2.2.9 **COST PER HIRE RATIO**
DESIRED – The System shall allow client to track the entire hiring life-cycle of an employee in terms of financial and economic costs. These costs include, but are not limited to, advertising, training, and other material resources used in the hiring process.
- 2.2.10 **AUTOMATED CLIENT CUSTOMIZED POSTING LANGUAGE**
MANDATORY – The System shall allow hiring officials to automatically incorporate posting specific text based on the title and class of the position. For example, a full-time professional position would automatically incorporate language regarding available benefits, mandatory defined benefit contributions, etc., or a limited term position would automatically incorporate language defining the terms and conditions of employment, including limited term beginning and ending dates. The system should also integrate with other modules of the system. For example, job description data should pull into the posting and the posting data and job description data should pull into the official Banner HRIS record, etc.
- 2.2.11 **AUTOMATED CLIENT CUSTOMIZED APPLICANT COMMUNICATION**
MANDATORY – System shall allow for automatic communication with applicants via email at various stages throughout the process. As an applicant’s status changes (interviewed, not interviewed, etc.), an automated message should be generated to the applicant based on pre-defined criteria. The system shall provide customization of email notifications.
- 2.2.12 **INTEGRATE SOCIAL MEDIA (AUTOMATION)**
DESIRED – System should be compatible with social media sites such as Twitter, Linked In, and Facebook. The System shall allow for the client to post relevant information about available positions directly to a social media website, and shall allow users/applicants to share jobs with friends on social media sites. The System shall also allow for the capability to integrate new social media websites and applications as they are created.

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- 2.2.13 **INTEGRATE RECRUITING VENDOR/JOB BOARD OPPORTUNITIES (AUTOMATION)**
DESIRED – System should provide for hiring officials to request advertising from various sources.
- 2.2.13.1 **DESIRED** – The System should automatically post to these various websites and locations, and automatically remove the posting from the websites after a specified date has transpired.
- 2.2.14 **AUTOMATED PRESCREENING**
- 2.2.14.1 **MANDATORY** – **APPLICANT SCREENING (MINIMUM REQUIREMENTS/PREFERRED QUALIFICATIONS)**. System shall functionally pre-screen candidates based on minimum qualifications, either through applicant self-identification or through the use of key words that are cross-referenced between applications and requirements of the position. Data shall be pulled directly from a job description functionality.
- 2.2.14.2 **DESIRED** – **SEARCHING**. System should allow for hiring officials to search for active candidates who may not have actually applied for a position in order to match candidates with appropriate positions for which the candidate may be qualified.
- 2.2.14.3 **DESIRED** – **MATCHING**. System should allow candidates to have the opportunity to match themselves to open positions based on their current experience and education. System should allow for positions to be automatically identified for candidates simply based on these education and experience items located within the application or resume
- 2.2.15 **AUTOMATED CLIENT CUSTOMIZED OFFER LETTERS**
MANDATORY – When a candidate is approved for hire, the System shall have a trigger that allows for an automatically generated employment offer letter to be sent to the candidate with key information that is customizable depending on the job employee class criteria. Information shall include start date, title, salary information, benefits eligibility, parking requirements, New Employee Orientation date, etc. Offer letters vary by department, employee type, and other factors, so shall be fully customizable by department without a limitation to the quantity of varying letters
- 2.2.16 **AUTOMATED BACKGROUND CHECK**
DESIRED – When an applicant is selected as one of the final candidates, the System should send an auto-generated background check authorization request to the applicant.
- 2.2.16.1 **DESIRED** – The System should integrate with vendors who provide background check services.

2.3 ON BOARDING

- 2.3.1 **PAPERLESS PROCESSING**
- 2.3.1.1 **DESIRED** – System should allow for 100% paperless processing of all components of the hiring lifecycle. This paperless processing shall be seamless and shall not require that the client manually scan documents. Documents that shall have paperless processing include, but are not limited to, the following:
- I-9
 - W-4
 - Direct deposit forms
 - E-Verify (for automated social security number verification)
 - Background check authorization forms
 - Pre-employment physical authorization forms
 - Pre-employment drug screening authorization forms

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- 2.3.2 **ABILITY TO CALCULATE PROBATIONARY PERIOD AND AUTOMATE NOTIFICATION**
DESIRED – Based on pre-determined criteria, the System shall automatically calculate appropriate trial period dates, as well as notify appropriate departmental personnel of upcoming trial period deadlines. This should be a customizable option without limitations to the number of calculated trial periods for any given employee.
- 2.3.3 **TRACK DEPARTMENTAL NEW EMPLOYEE ORIENTATION**
DESIRED – System should track, through paperless records, the completion of client’s second phase of New Employee Orientation. This phase is completed between the new employee and supervisor, and includes tasks such as providing new employees a tour of their work areas, location of supplies, how to order equipment, how to contact departmental support, etc.
- 2.4 EDUCATION LEVELS**
- 2.4.1 **TRACK EDUCATION AND CERTIFICATION(S)**
DESIRED – Once an employee has accepted an offer of employment, the System should track the employee’s entire educational and professional history. Tracking should include records of expiration dates of required certifications and should notify employees and managers when certifications are going to expire within 90, 60, and 30 days, and once expired. System should also be able to track licensures, including, but not limited to, driver’s licenses and other required licenses.
- 2.4.2 **GENERATE REPORTS**
MANDATORY – System shall provide both canned and client customizable reports, based on criteria that is selected by the client. Client shall be able to create “just in time” reports, based on a variety of data, that can be easily created, executed, saved, and stored locally, without the need for System support to be contacted to create, generate, or execute the reports. These reports shall be completely customizable by the client, with the ability to have reports fully branded with the client’s name, logo, approved branding standards, etc.
- 2.5 TECHNICAL, INTEGRATION, TRAINING AND WORKFORCE DATA ANALYTICS**
- 2.5.1 **ENTERPRISE CLASS SOFTWARE**
- 2.5.2 **SOFTWARE AS A SERVICE (SAAS)/Hosted Solution**
MANDATORY – System shall be offered as a fully hosted solution.
- 2.5.2.1 **SECURITY**
- 2.5.2.1.1 **DATA STORAGE AND TRANSPORT SECURITY**
MANDATORY – Solution provider must provide state-of-the-art secure storage and transport of NMHU’s confidential data.
- 2.5.2.1.2 **ACCESS SECURITY**
MANDATORY – Solution shall allow for permissions to be set by the client for all users. System shall incorporate existing security (user credentials) from the database of record and shall allow client to customize permissions for users.
- 2.5.2.1.3 **PHYSICAL SECURITY**
MANDATORY – Solution provider must provide state-of-the-art security, compliance and availability measures for Data Center(s).

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- 2.5.2.2 **DATA ARCHIVAL AND BACKUP**
MANDATORY – Solution provider must provide data backups and archival capable of restoring and retrieving NMHU’s confidential data in events such as disaster or e-Discovery.
- 2.5.2.3 **AVAILABILITY**
MANDATORY – Solution provider must provide a high availability solution fully accessible by NMHU on a 7 days a week and 24 hours per day basis capable of meeting the requirements of a Service Level Agreement (SLA).
- 2.5.2.4 **SCALABLE**
MANADATORY – Solution must be scalable capable of supporting in excess of 4000 employees and multiple campus locations.
- 2.5.2.5 **ACCESSIBLE**
MANADATORY – Provider shall identify optimum and minimum requirements for computers accessing the hosted solution including but not limited to desktop PC’s, laptops, tablets and mobile devices; optimum operating systems, and browsers requirements.
- 2.5.2.5.1 **RESPONSIVE DESIGN**
MANADATORY – the System shall incorporate responsive design such that display of the content is automatically sized by the System for viewing on whatever device is used by NMHU (e.g., PC, laptop, tablet, smart phone, etc.).
- 2.5.2.6 **SUPPORT**
MANDATORY – Technical and Functional (application) support shall be provided on a 7x365 basis.
- 2.5.2.7 **AUTHENTICATION**
MANDATORY – Solution must capable of Active Directory or CAS integration.
- 2.5.3 **DATABASE OF RECORD INTEGRATION**
MANDATORY – System shall fully integrate with the client’s employee database of record, Ellucian Company L.P. Banner ERP. Integration shall include the capability to easily and seamlessly transfer data from the database of record into the System, including Ellucian’s Banner Document Management Solution (BDMS) as well as provide the capability to transfer information from the System into the client’s database of record.
- 2.5.4 **BANNER INTEGRATION SUPPORT**
MANDATORY – Banner system integration must be fully supported by solution provider. Solution provider shall be fully responsible for ensuring solution functions properly with any release(s) of the Ellucian Banner Suite.
- 2.5.4.1 **DESIRED** – Banner Preferred Partner. NMHU prefers that the awarded vendor has an existing relationship with Ellucian Company L.P. as a Preferred Partner.
- 2.5.5 **DATA MIGRATION**
MANDATORY – System shall allow for ease of migrating data by means of non-complicated procedures. The Awarded Vendor shall migrate existing applicant and talent management data from NMHU’s current system Banner and People Admin data bases into the System.
- 2.5.6 **SOFTWARE UPGRADES**

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MANDATORY – System shall allow for seamless software upgrades with minimal interruption of services to NMHU. All software upgrades shall be coordinated and scheduled with NMHU prior to implementation.

2.5.7 REPORTING AND ANALYTIC CAPABILITIES

MANDATORY – System shall allow for reporting, including reports previously mentioned in this document, but shall also include the ability to create ad-hoc reports at any time, based any fields within the System. Reports on applicant or employee demographics, veteran status, and others should be easily accessible and customizable by the client.

2.5.8 HYPERLINKS

DESIRED – Client should be able to create hyperlinks via the System to various vendors that the client uses. For example, a link to the Department of Labor website for FMLA, or a link to insurance websites for client’s insurance providers should be accessible and editable hyperlinks through the System.

2.5.9 IMPORT/EXPORT DATA TO MICROSOFT SOFTWARE

MANDATORY – System shall allow for data and reports to be exported into current versions of Microsoft Office (2007, 2010, and 2013) as an .xls or .txt file.

2.5.10 REDUCE PAPER PROCESSES (ELECTRONIC FORMS)

MANDATORY – System shall allow for full electronic capabilities in all modules, reducing the need for paper transactions.

2.5.11 ABILITY TO UPLOAD DOCUMENTS

MANDATORY – System shall allow for client, applicants, and other users to easily upload documents, such as resumes, references, pre-employment authorization forms, etc.

2.5.12 HOVER OVER CAPABILITY FOR ADDITIONAL INFORMATION REGARDING FIELD IDENTIFICATION OR PROCESS

DESIRED – System shall allow users (both client and applicants) to hover over fields within the System and receive additional information about the form or field while the user is hovering over it. For example, if a specific formatted text is required in a field, the hover over feature should allow for a user to quickly identify the required elements of the field.

2.5.13 WORKFORCE DATA ANALYTIC CAPABILITIES TO REPORT HR METRICS

MANDATORY – System shall allow for a comprehensive reporting of all HR metrics, including cost to hire, attrition (both positive and negative).

2.5.14 SELF-SERVICE FEATURE OPTIONS

MANDATORY – System shall allow users to make changes to their applications, etc. throughout the process. Users shall be able to update contact information, reset passwords, and make other changes to profiles as needed through an on-line self-service feature.

2.5.15 EASY SEARCHABLE FUNCTION CAPABILITY

MANDATORY – System shall have easy to use search functionality, similar to Google search. Client shall be able to find all documents within the System based on key words, name, address, position title, etc.

2.5.16 ABILITY TO ADD, REMOVE AND/OR MODIFY ADDITIONAL FORMS (EXPANDABLE CAPABILITIES)

MANDATORY – System shall allow client to easily add, remove and/or remove fields, forms, or other data as determined by business needs.

2.5.17 IMPLEMENTATION

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MANDATORY – The awarded vendor shall provide all necessary tools and services to implement and support the System.

2.5.18 TRAINING

2.5.18.1 **MANDATORY** – Training and training materials shall be provided in a “Best Practices” approach. Offerors shall clearly describe how this is achieved, what classes are recommended to be performed onsite at NMHU’s facilities, and what classes are available online or as part of a webinar.

2.5.18.2 **MANDATORY** – The Awarded Vendor shall provide training and training materials to NMHU’s Implementation Team, System Administrators, and End Users.

2.5.18.3 **MANDATORY** – The System will be accessed by multiple end-users across several NMHU departments ranging from Human Resources, Student Services, etc. The awarded vendor shall describe their approach for managing training so accommodate NMHU’s different end users.

2.5.19 OTHER

2.5.19.1 **DESIRED** – Offerors should provide a brief description of other products or services not specifically detailed in this document that you feel are relevant for NMHU’s consideration.

2.5.19.2 **DESIRED** – Offerors should provide a brief overview of the general direction of your product’s development focus over the next three (3) years and how you feel that will impact capabilities to provide the Services.

MINIMUM QUALIFICATIONS

2.5.20 The System offered shall be a proven Commercial-off-the-Shelf (COTS) solution. Offerors shall provide information about the System being offered including the original release date, current version, number of revisions (major and minor), schedule for software releases, and product roadmap showing all future product developments.

3 EVALUATION CRITERIA

3.1 **STEP 1:** Written proposals shall be reviewed and evaluated in accordance with the evaluation criteria established below per 3.5.3.1 Section I. through 3.5.3.4 Section IV. NMHU reserves the right to reject all offers and issue a new RFP if necessary. An evaluation committee shall evaluate written proposals based on the weighted evaluation criteria. Rankings will be based upon an average tabulation of all individual committee member scores.

If interviews are not conducted, then the score based ranking shall be the basis for awarding the top scored Offeror.

3.2 **STEP 2 (optional):**

If interviews are to be conducted, then the score based rankings of the written offers shall be used as the basis to create a short list of those top ranked firms. Interviews shall be scored in accordance with the evaluation criteria taking into account the information provided in the written response and any additional questions related to the scope of the RFP. Additional questions related to the scope of this RFP may be submitted to shortlist in advance or during interviews.

Information and/or factors gathered during interviews, negotiations, and any reference checks, in addition to the evaluation criteria rankings, may be utilized in the final award decisions. References may or may not be reviewed at the discretion of NMHU. NMHU reserves the right to contact references other than, or in addition to, those furnished by a Respondent.

Final rankings will be based upon an average tabulation of all individual committee member scores after interviews and will not be averaged with STEP 1 scores.

SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA FOR RFP # 17-006-8

3.3 CRITERIA

3.3.1 SECTION I. CAPACITY, CAPABILITY, KNOWLEDGE, BACKGROUND AND EXPERIENCE – 275 POINTS POSSIBLE

- 3.3.1.1 Provide a brief narrative describing the history of your firm. The Awarded Vendor shall have been in business for a minimum of three (3) years. Identify the number of employees in your firm, the ownership and if the company has ever filed bankruptcy, been in loan default, or if there are any pending liens, claims or lawsuits against the firm.
- 3.3.1.2 Provide demonstrated experience that supports your firm's ability to perform the services identified in the goals and intent of this RFP. Provide information about the System being offered including the original release date, current version, number of revisions (major and minor), software release schedule(s), and product roadmap showing all future product developments.
- 3.3.1.3 Identify all services your firm can supply to fulfill the Services. Elaborate on other functions or tasks not clearly identified in the scope of work that NMHU should consider.
- 3.3.1.4 State the name, title or position, telephone number and e-mail address of the individual who would have primary responsibility for the potential project services resulting from this RFP.
- 3.3.1.5 Identify names, responsibilities, qualifications, resumes, and location(s) of staff who will be assigned to the project. NMHU may at NMHU's sole discretion request removal and replacement of any of the Contractor's staff not meeting performance requirements. Changes to staff assigned to projects made by the Contractor must be mutually agreed to by the Parties.
- 3.3.1.6 Identify names, responsibilities, qualifications, resumes, and location(s) of subcontractors and/or consultants who will be assigned to the projects. All changes to personnel assigned to projects must be mutually agreed to by the parties.
- 3.3.1.7 Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level management.
- 3.3.1.8 Describe the customer/account relationship management team, processes, and exceptions for:
- A. Billing & Administration
 - B. Service Delivery and Managed Services
 - C. Technical Consulting and Staffing
- 3.3.1.9 Describe if your firm has had a contract terminated for default in the last five (5) years. Termination for default is defined as notice to stop performance due to the Offeror's non-performance or poor performance or if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the proposer was in default. Submit full details of their terms for default including the other parties' name, address, and telephone number. Present the Offeror's position on the matter. NMHU will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. Indicate if no such termination for default has been experienced by the Offeror in the past five (5) years.

3.3.2 SECTION II. PROPOSED IMPLEMENTATION PLAN – 400 POINTS POSSIBLE

- 3.3.2.1 Submit a detailed proposal identifying your approach for providing the requirements stated in paragraphs 2 through 2.5.19.2. The information provided must be in sufficient detail to convey to the evaluation committee the Offeror's knowledge of the subjects and skills necessary to perform

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the services as described in the RFP. Provide a time frame, breaking the project into tasks, milestones, and deliverables. Include a detailed price breakdown for each deliverable in Section IV below. This paragraph 3.3.2.1 is scored a maximum of up to 20 points. Each Paragraph 3.3.2.2 through 3.3.2.114 is scored as follows: 1-3 points possible or Non-compliant. Responses to MANDATORY requirements that have been deemed non-compliant by NMHU may not be considered for award.

RECRUITING.

- 3.3.2.2 **COMPLIANCE**
MANDATORY – Confirm that the proposed System complies with all mandatory state, federal, and local regulations involved in hiring, record maintenance, and employment tracking, including, but not limited to, Background Check and I-9 compliance. Confirm NMHU will be able to report & track applicant demographics such as national origin, race, and gender as required by the Equal Opportunity Employment Commission (EEOC).
- 3.3.2.3 **EMPLOYMENT BRANDING**
MANDATORY – Describe how System complies with complete customization by client for public & internally facing websites, including, but not limited to, logo placement, color customization, and font customization.
- 3.3.2.4 **INTUITIVE FOR ALL USERS**
MANDATORY – Describe how the System is easy to navigate, for all ages and knowledge levels, including those with minimal knowledge of online usage. Describe the process for creating a user profile, and the ability to automatically reset passwords based on a few key pieces of information provided by the user.
- 3.3.2.5 **ANALYTICS – CLICK THROUGH**
MANDATORY – Describe the Analytics available for client to determine the point of origin for user access to the System. Describe how the System is able to provide data from any field either through standard reporting or customized reporting.
- 3.3.2.6 **MANDATORY** – Identify where the System provides the ability for applicants to self-identify where they first heard about the available position(s) for which they've applied and provide analytics to determine the value of the recruitment resources used for that particular posting.
- 3.3.2.7 **RECRUITMENT/APPLICANT METRICS**
MANDATORY – Describe the System's reporting of recruitment metrics, including, but not limited to, race, gender, age, national origin, veteran status, and others.
- 3.3.2.8 **EDUCATION/CERTIFICATIONS**
MANDATORY – Describe how the System allows applicants to load and manage education and certification records. Describe how the System provides automated notifications to the applicant (employee), and Supervisor (if hired), to advise of upcoming certification expirations.
- 3.3.2.9 **DESIRED** – Describe whether the System allows for client to track commitments by individuals to obtain specific degrees or certifications within an allotted timeframe and how this is accomplished.
- 3.3.2.10 **SCHEDULING INTERVIEWS**
DESIRED – Describe whether the System allows hiring officials and interview committee members to automatically schedule interviews with candidates via the System, with connectivity to the Microsoft Outlook application.
- 3.3.2.11 **JOB FINDER**

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DESIRED – Describe how the System allows users (potential applicants and applicants) to input various pieces of information (keywords, titles, etc.) related to their desired positions, which then matches those pieces of information with available postings and how the System generates automated alerts which would notify users of new positions that come available matching their desired criteria.

3.3.2.12 COST PER HIRE RATIO

DESIRED – Describe whether and if so how the System allows client to track the entire hiring life-cycle of an employee in terms of financial and economic costs. These costs include, but are not limited to, advertising, training, and other material resources used in the hiring process.

3.3.2.13 AUTOMATED CLIENT CUSTOMIZED POSTING LANGUAGE

MANDATORY – Describe how the System allows hiring officials to automatically incorporate posting specific text based on the title and class of the position. For example, a full-time professional position would automatically incorporate language regarding available benefits, mandatory defined benefit contributions, etc., or a limited term position would automatically incorporate language defining the terms and conditions of employment, including limited term beginning and ending dates. Describe whether and if so how the system integrates with other modules of the system. For example, job description data should pull into the posting and the posting data and job description data should pull into the official Banner HRIS record, etc.

3.3.2.14 AUTOMATED CLIENT CUSTOMIZED APPLICANT COMMUNICATION

MANDATORY – Confirm that the System allows automatic communication with applicants via email at various stages throughout the process. As an applicant's status changes (interviewed, not interviewed, etc.), an automated message should be generated to the applicant based on pre-defined criteria. Describe all user customizations of these email notifications.

3.3.2.15 INTEGRATE SOCIAL MEDIA (AUTOMATION)

DESIRED – Describe how the System is compatible with social media sites such as Twitter, Linked In, and Facebook, how the System allows the client to post relevant information about available positions directly to a social media website to allow users/applicants to share jobs with friends on social media sites. Describe the process on how the System can be integrated into new social media websites and applications as they are created.

3.3.2.16 INTEGRATE RECRUITING VENDOR/JOB BOARD OPPORTUNITIES (AUTOMATION)

DESIRED – Describe how the System allows hiring officials to request advertising from various sources. Describe whether the System can automatically post to these various websites and locations, and automatically remove the posting from the websites after a specified date has transpired.

3.3.2.16.1 **DESIRED** – Describe whether the System can automatically post to these various websites and locations, and automatically remove the posting from the websites after a specified date has transpired.

3.3.2.17 AUTOMATED PRESCREENING

MANDATORY – APPLICANT SCREENING (MINIMUM REQUIREMENTS/PREFERRED QUALIFICATIONS). Describe how the System can functionally pre-screen candidates based on minimum qualifications, either through applicant self-identification or through the use of keywords that are cross-referenced between applications and requirements of the position. Confirm whether data is pulled directly from a job description functionality provided by the System.

3.3.2.18 **DESIRED – SEARCHING.** Describe how the System allows hiring officials to search for active candidates who may not have actually applied for a position in order to match candidates with appropriate positions for which the candidate may be qualified.

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- 3.3.2.19 **DESIRED – MATCHING.** Describe whether the System allows candidates to have the opportunity to match themselves to open positions based on their current experience and education. Describe whether the System allow for positions to be automatically identified for candidates simply based on these education and experience items located within the application or resume.
- 3.3.2.20 **AUTOMATED CLIENT CUSTOMIZED OFFER LETTERS**
MANDATORY – Confirm that the System has a trigger that allows for an automatically generated employment offer letter to be sent to the candidate with key information that is customizable depending on the job employee class criteria. Describe all key Information that is provided such as start date, title, salary information, benefits eligibility, parking requirements, New Employee Orientation date, etc. Describe how Offer letters can be customized by department, employee type, and other factors without a limitation to the quantity of varying offer letters.
- 3.3.2.21 **AUTOMATED BACKGROUND CHECK**
DESIRED – Describe whether and how the System sends an auto-generated background check authorization request to the applicant when the applicant is selected as one of the final candidates.
- 3.3.2.21.1 **DESIRED –** Identify all Background Check Service Providers that the system can integrate with.

ON BOARDING

- 3.3.2.22 **PAPERLESS PROCESSING**
DESIRED – Confirm whether the System allows for 100% paperless processing of all components of the hiring lifecycle. This paperless processing shall be seamless and shall not require that the client manually scan documents. Documents that shall have paperless processing include, but are not limited to, the following:
I-9
W-4
Direct deposit forms
E-Verify (for automated social security number verification)
Background check authorization forms
Pre-employment physical authorization forms
Pre-employment drug screening authorization forms

- 3.3.2.23 **ABILITY TO CALCULATE PROBATIONARY PERIOD AND AUTOMATE NOTIFICATION**
DESIRED – Describe whether and how the System automatically calculates appropriate trial period dates, as well as notify appropriate departmental personnel of upcoming trial period deadlines based on pre-determined criteria. Describe how this feature is customizable and identify any limitations to the number of calculated trial periods for any given employee.

- 3.3.2.24 **TRACK DEPARTMENTAL NEW EMPLOYEE ORIENTATION.**
DESIRED – Describe whether and how the System tracks, through paperless records, the completion of client's second phase of New Employee Orientation. This phase is completed between the new employee and supervisor, and includes tasks such as providing new employees a tour of their work areas, location of supplies, how to order equipment, how to contact departmental support, etc.

EDUCATION LEVELS

- 3.3.2.25 **TRACK EDUCATION AND CERTIFICATION(S)**
MANDATORY – Describe whether and how the System tracks the employee's entire educational and professional history. Confirm whether the Tracking includes records of expiration dates of required certifications, and that the System notifies the employees and managers when certifications are going to expire within 90, 60, and 30 days, and once expired. Describe whether the System is

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also be able to track licensures, including, but not limited to, driver's licenses and other required licenses.

3.3.2.26 **TRACK TUITION WAIVERS, TUITION REIMBURSEMENT, & DEPENDENT EDUCATION EXPENSES**
DESIRED – Describe whether and how the System tracks all aspects of employee tuition benefits, including waivers, reimbursement, and departmental costs incurred for professional development (conferences, seminars, etc.). Describe whether and how the System is able to incorporate these costs into a total benefits package that can be calculated at the employee, department, and college level, and can be combined with compensation, company paid health benefits, and other benefits provided to employees to show the full picture of compensation that is employees receive.

3.3.2.27 **GENERATE REPORTS**
MANDATORY – Describe the System's canned and customizable reports. Identify all limitations to the reporting tool. Confirm that the System can generate reports that are fully branded with the client's name, logo, approved branding standards, etc.

TECHNICAL, INTEGRATION AND WORKFORCE DATA ANALYTICS

3.3.2.28 **ENTERPRISE CLASS SOFTWARE HOSTING/SAAS**
MANDATORY – Confirm System is a fully hosted solution offered as Software as a Service. Describe whether Primary hosting site for the solution is located within the United States of America. Will all customer data be maintained within the contiguous United States while at rest and while in motion? What minimum bandwidth figures in the initial implementation are required? Is there an upgrade path if bandwidth requirements increase in the future? Are your data centers SSAE 16 audited?

3.3.2.29 **DATA STORAGE AND TRANSPORT SECURITY**
MANDATORY – Confirm and describe the state-of-the-art secure storage and transport of NMHU's confidential data. Describe your firm's certification, documentation and attestation to compliance with HIPPA, PCI, ISO 27011, SSAE 16. Describe any encryption controls available to customers for data at rest.

3.3.2.30 **ACCESS SECURITY**
MANDATORY – Confirm System allows permissions to be set by the client for all users and groups of users. Describe how the System incorporates existing security (user credentials) from the database of record and allows client to customize permissions for users.

3.3.2.31 **PHYSICAL SECURITY**
MANDATORY – Describe the provided state-of-the-art security, compliance and availability measures for hosting Data Center(s). Describe whether Primary hosting site for the solution is located within the United States of America. Will all customer data be maintained within the contiguous United States while at rest and while in motion? What minimum bandwidth figures in the initial implementation are required? Is there an upgrade path if bandwidth requirements increase in the future? Are your data centers SSAE 16 audited? Describe your methodology for conducting vulnerability testing. Include scanning frequency and the methodologies used to remediate such vulnerabilities. If it is determined that the vulnerability is due to a configuration/system supported by customer what expectations does your firm have of customer for remediation?

3.3.2.32 **DATA ARCHIVAL AND BACKUP**
MANDATORY – Describe the System's data backups and archival capabilities of restoring and retrieving NMHU's confidential data in events such as disaster or e-Discovery. Can your firm deliver backup and restoration capacity to operate effectively within the organizations Recovery Time Objective (RTO) (e.g. within 12 hours) and Recovery Point Objective (RPO) (e.g. within 24

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hours)? Is the target recovery site owned by your firm or provisioned through a third party? Provide details on third party, if necessary. Is the recovery site located at least 75km from the primary site?

- 3.3.2.33 **AVAILABILITY**
MANDATORY – Describe the System availability as a percentage and confirm that the System is fully accessible by NMHU on a 7 days a week and 24 hours per day and meets the requirements of a Service Level Agreement (SLA). Describe how availability and uptime of the service is calculated. Include all factors (including maintenance, patching, emergency fixes) that would impact the calculation. What remedies are provided for any extended downtime and non-compliance with SLA terms?
- 3.3.2.34 **SCALABLE**
MANDATORY – Describe the scalability of the System, and confirm that the System is capable of supporting in excess of four-thousand (4,000) employees at multiple campus locations..
- 3.3.2.35 **ACCESSIBLE**
MANDATORY – Identify optimum and minimum requirements for computers accessing the hosted solution including but not limited to desktop PC’s, laptops, tablets and mobile devices; optimum operating systems, and browsers requirements.
- 3.3.2.35.1 **RESPONSIVE DESIGN**
MANDATORY – Describe the System’s responsive design and how the display of the content is automatically sized by the System for viewing on whatever device is used by NMHU (e.g., PC, laptop, tablet, smart phone, etc.).
- 3.3.2.36 **SUPPORT**
MANDATORY – Describe the 7x365 Technical and Functional (application) support that is provided. Are your firm’s resources available to NMHU during both test and recovery operations as a part of the standard offerings (i.e. vendor personnel, physical space, site technology)? Will NMHU (and its service vendors) have visibility into your firm’s incident tracking system? Is there any additional planning, implementation, and operational support available?
- 3.3.2.37 **AUTHENTICATION**
MANDATORY – Describe how the system is integrated with Active Directory or CAS.
- 3.3.2.38 **DATABASE OF RECORD INTEGRATION**
MANDATORY – Describe how the System fully integrates with the client’s employee database of record, Ellucian Company L.P. Banner ERP. Confirm integration includes the capability to easily and seamlessly transfer data from the database of record into the System, as well as provide the capability to transfer information from the System into the client’s database of record and the Banner Document Management System (BDMS). Describe the process for bi-directional data transfer between the NMHU’s Banner ERP and the System.
- 3.3.2.39 **BANNER INTEGRATION SUPPORT**
MANDATORY – Describe how Banner system integration is fully supported by your firm. Describe how your firm will ensure continued functionality following any release(s) of the Ellucian Banner Suite.
- 3.3.2.39.1 **DESIRED** – Confirm whether your firm is a Banner Preferred Partner.

DATA MIGRATION

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- 3.3.2.40 **MANDATORY** – Describe the System’s ease of migrating data by means of non-complicated procedures. Confirm that if awarded, you shall migrate existing applicant and talent management data from NMHU’s current system Banner and People Admin data bases into the System.
- 3.3.2.40.1 **DESIRED** – During System implementation and integration, describe whether your firm will extract current registration data from NMHU’s Augusoft Lumens application and implement this information into the new System.
- 3.3.2.41 **SOFTWARE UPGRADES**
MANDATORY – Describe how the System allows seamless software upgrades with minimal interruption of services to NMHU. Confirm all software upgrades shall be coordinated and scheduled with NMHU prior to implementation.
- 3.3.2.42 **REPORTING AND ANALYTIC CAPABILITIES**
MANDATORY – Describe the System reporting tools including the ability to create ad-hoc reports at any time, based any fields within the System. Reports on applicant or employee demographics, veteran status, and others should be easily accessible and customizable by the client.
- 3.3.2.43 **HYPERLINKS**
DESIRED – Confirm whether the System allows the creation of hyperlinks to various websites that the client uses. For example, a link to the Department of Labor website for FMLA, or a link to insurance websites for client’s insurance providers should be accessible and editable hyperlinks through the System.
- 3.3.2.44 **IMPORT/EXPORT DATA TO MICROSOFT SOFTWARE**
MANDATORY – Confirm that the System allows data and reports to be exported into current versions of Microsoft Office (2007, 2010, and 2013) as an .xls or .txt file.
- 3.3.2.45 **REDUCE PAPER PROCESSES (ELECTRONIC FORMS)**
MANDATORY – Confirm that the System allow for full electronic capabilities in all modules, reducing the need for paper transactions.
- 3.3.2.46 **ABILITY TO UPLOAD DOCUMENTS**
MANDATORY – Describe how the System allows client, applicants, and other users to easily upload documents, such as resumes, references, pre-employment authorization forms, etc.
- 3.3.2.47 **HOVER OVER CAPABILITY FOR ADDITIONAL INFORMATION REGARDING FIELD IDENTIFICATION OR PROCESS**
DESIRED – Describe how the System allows users (both client and applicants) to hover over fields (using a computer mouse cursor) within the System and receive additional information about the form or field while the user is hovering over it. For example, if a specific formatted text is required in a field, the hover over feature should allow for a user to quickly identify the required elements of the field.
- 3.3.2.48 **WORKFORCE LIFE CYCLE MANAGEMENT (INTEGRATION AND AUTOMATION)**
MANDATORY – Describe how the System allows client to track, review, and report on the life cycle of an employee, including, but not limited to: hiring; onboarding; professional development; separation (termination).
- 3.3.2.49 **WORKFORCE DATA ANALYTIC CAPABILITIES TO REPORT HR METRICS**
MANDATORY – Describe the System’s comprehensive reporting of all HR metrics, including cost to hire, attrition (both positive and negative).
- 3.3.2.50 **SELF-SERVICE FEATURE OPTIONS**

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MANDATORY – Describe how the System allows users to make changes to their applications, self-evaluations, etc. throughout the process. E.g., update contact information, reset passwords, and make other changes to profiles as needed through an on-line self-service feature.

3.3.2.51 **EASY SEARCHABLE FUNCTION CAPABILITY**
MANDATORY – Describe the System’s search functionality, similar to Google search and confirm that client is able to find all documents within the System based on keywords, name, address, position title, etc.

3.3.2.52 **ABILITY TO ADD, REMOVE AND/OR MODIFY ADDITIONAL FORMS (EXPANDABLE CAPABILITIES)**
MANDATORY – Describe how the System can be modified by the client to add, remove and/or modify fields, forms, or other data as determined by business needs.

3.3.2.53 **IMPLEMENTATION**
MANDATORY – The awarded vendor shall provide all necessary tools and services to implement and support the System.

3.3.2.54 **TRAINING**
MANDATORY – Training shall be provided in a “Best Practices” approach. Offerors shall clearly describe how this is achieved, what training materials are provided, what classes are recommended to be performed onsite at NMHU’s facilities, and what classes are available online or as part of a webinar.

3.3.2.55 **MANDATORY** – Confirm training to NMHU’s Implementation Team, System Administrators, and End Users is provided and include all costs in your Not-to-Exceed price proposal response to Section 3.3.4.2.

3.3.2.56 **MANDATORY** – The System will be accessed by multiple end-users across several NMHU departments ranging from Human Resources, Student Services, etc. The awarded vendor shall describe their approach for managing training so accommodate NMHU’s different end users.

OTHER

3.3.2.57 **DESIRED** – Offerors should provide a brief description of other products or services not specifically detailed in this document that you feel are relevant for NMHU’s consideration.

3.3.2.58 **DESIRED** – Offerors should provide a brief overview of the general direction of your product’s development focus over the next three (3) years and how you feel that will impact capabilities to provide the Services.

3.3.2.59 Describe the types of services that would be provided during the project. Explain how your services will enhance the service of performing projects.

3.3.2.60 Discuss the information and support that would be required from NMHU. What are your firm’s transition practices before, during, and after implementation?

3.3.3 **SECTION III. REFERENCES - 100 POINTS POSSIBLE**

List up to five (5) contracts the Offeror may have had with institutes of higher education or organizations of similar size and complexity during the last three (3) years that relate to the Offeror’s ability to perform the service(s) as requested in this RFP. List by company contract reference numbers, project name/title, contract amount, contract period of performance, date of completion, contact person’s name, title, address, E-mail address and web address. Identify whether the reference is either a personal or professional reference. By responding to this RFP, the Offeror grants permission to NMHU to contact the references, if so desired. **NOTE: ALL REFERENCES WILL BE CONTACTED BY EMAIL,**

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SO PLEASE BE SURE TO INCLUDE THE CONTACT'S EMAIL ADDRESS. Do not include NMHU as a reference

3.3.4 SECTION IV. ECONOMY & PRICE – 225 POINTS POSSIBLE

- 3.3.4.1 Proposals should include all charges associated for services requested to perform the Scope of Work identified in paragraphs 2. through 2.10.20.2. Provide a detailed price breakdown including all hourly labor rates of all individuals who may work on the Project, hours required to perform the work with breakdown described in paragraph 3.3.2.1.
- 3.3.4.2 The proposal to provide the System described above shall be offered with Not-to-Exceed (NTE) pricing for each phase of the project plan, broken down into specific hours at fixed hourly rates for each milestone event, and shall identify all costs including, if required, travel and associated travel expenses (per NMHU's Travel Policy – see Exhibit C) to perform the services to accomplish the work as described in the scope of work. Cost will be provided as a fixed charge taking into account NMHU Travel Policy.
- 3.3.4.3 In addition to this, the Contractor shall include pricing for the following:
- 3.3.4.3.1 Proposed Software License(s). Identify ALL software licenses and types needed (e.g., Enterprise SW license, Workstation license, etc.
- 3.3.4.3.2 Yearly software maintenance fee expressed in dollars and as a percentage of the software price. Confirm whether yearly maintenance is based on the total software price or if this is determined in some other fashion.
- 3.3.4.4 Minimum percent discount from list pricing on the above software, licensing for future purchases.
- 3.3.4.5 Cost (if applicable) for test system for NMHU to perform load testing prior to Go Live or Systems Upgrades.
- 3.3.4.6 If the price or hourly rates are to change in subsequent yearly contract renewals, indicate the maximum annual increase per year, expressed as a percentage. Cost increase/adjustments will only be reviewed once a year at time of renewal. If contractor requests a price adjustment/increase supporting documentation must accompany the request.
- 3.3.4.7 During the term of the resultant price agreement, NMHU may require the successful vendor to perform services related to the project other than those described in the scope of work, or to perform future similar digital asset production projects. For services(s) required by NMHU other than those described, the successful respondent shall be required to submit a detailed written proposal for performing such service with a "not to exceed" fee proposal to NMHU for its review and written approval. The "not to exceed" proposal shall be broken down into specific hours and shall identify all costs to perform service(s) and accomplish work. NMHU's approval of such a proposal shall be in writing and communicates through the issuance of an approved purchase order revision issued through NMHU's Purchasing Department. The rate schedule for this work shall be the same as the rate schedule provided by the Offeror in response to 3.3.4.1. for this project.
- 3.3.4.8 The quoted hourly rates offered in response to this RFP may be decreased for future projects on a project-by-project basis upon written mutual agreement between the awarded Price Agreement holder and NMHU.
- 3.3.4.9 Costs for Services required for which the successful Offeror does not identify shall be borne by the Offeror and will shall not be charged to NMHU. Indicate for what period of time these costs will be effective.

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4. AWARD.

Any/all award(s) made as a result of this RFP shall have the following precedence of documents:

1. NMHU's Purchase Order or Contract with terms and conditions as mutually agreed between the Parties.
2. NMHU's Request for Proposals # 17-006-8, Scope of Work, Terms and Conditions.
3. Contractor's response to Request for Proposals # 17-006-8.

SECTION E: SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

ANY MODIFICATIONS TO THIS SECTION E SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE RESPONSE FORM OTHER THAN FILLING IN THE FORM FIELDS IS NOT ACCEPTABLE AND WILL RESULT IN DISQUALIFICATION OF THE OFFEROR'S RESPONSE. THE GENERAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF NMHU'S PURCHASE ORDER ARE AN EQUAL AND INTEGRAL PART OF THIS REQUEST FOR PROPOSALS (RFP) AND ARE NOTED IN SECTION C. THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THIS RFP ALONG WITH ANY ATTACHMENTS AND THE OFFEROR'S RESPONSE ARE HEREBY INCORPORATED INTO ALL PURCHASE ORDERS ISSUED AS A RESULT OF THIS RFP, INCLUDING ANY ADDENDA. NMHU RESERVES THE RIGHT TO NEGOTIATE WITH A SUCCESSFUL OFFEROR (CONTRACTOR) PROVISIONS IN ADDITION TO THOSE STIPULATED IN THIS RFP. THE CONTENTS OF THIS RFP, AS REVISED AND/OR SUPPLEMENTED, AND THE SUCCESSFUL OFFEROR'S PROPOSAL WILL BE INCORPORATED INTO THE CONTRACT. SHOULD AN OFFEROR OBJECT TO ANY OF THE NMHU STANDARD TERMS AND CONDITIONS THAT OFFEROR MUST PROPOSE SPECIFIC ALTERNATIVE LANGUAGE THAT WOULD BE ACCEPTABLE TO NMHU. GENERAL REFERENCES TO THE OFFEROR'S TERMS AND CONDITIONS OR ATTEMPTS AT COMPLETE SUBSTITUTIONS ARE NOT ACCEPTABLE TO NMHU AND WILL RESULT IN DISQUALIFICATION OF THE OFFEROR'S PROPOSAL. OFFERORS MUST PROVIDE A BRIEF STATEMENT OF THE PURPOSE AND IMPACT, IF ANY, OF EACH PROPOSED CHANGE FOLLOWED BY THE SPECIFIC PROPOSED ALTERNATE WORDING.

By signing below, contractor acknowledges that it is a competent firm capable of providing the items and/or services requested, is properly licensed for providing the items or services specified, has read this Request for Proposals, understands it, and agrees to be bound by its terms and conditions. Contractor hereby agrees to furnish items and/or services, at the prices quoted, pursuant to all requirements and specifications contained in this document, upon receipt of an authorized purchase order from the purchasing department, and further agree that the language of this document shall govern in the event of a conflict with its proposal. The undersigned, being duly authorized to sign bidding documents and act on behalf of the contractor in an official capacity, certifies that the items and/or services offered on this Request for Proposal meets or exceeds all specifications, terms and conditions as described in this Request for Proposal without exceptions. I understand that items and/or services not meeting all specifications, terms and conditions will be rejected and all costs shall be borne by the contractor.

Please fill in all spaces below:

Legal Company Name _____
Address _____
City, State, Zip _____
Phone Number _____
FAX Number _____
Email _____
Contact Person for Clarification of Proposal Response _____
NM Tax ID _____
Federal Tax ID _____
Applicable NM License Numbers _____

ALL NEW MEXICO LICENSE NUMBERS LISTED HEREIN OR PURPORTED BY THE VENDOR MUST BE ISSUED IN THE OFFERING FIRM'S LEGAL COMPANY NAME. LICENSE NUMBERS LISTED UNDER A NAME OTHER THAN THE LEGAL COMPANY NAME MAY RENDER THE OFFER AS BEING NON-RESPONSIVE. NON-RESPONSIVE OFFERS WILL NOT BE CONSIDERED FOR AWARD.

OFFERORS WISHING TO RECEIVE THE RESIDENTIAL PREFERENCE AS APPLICABLE PER NMSA 13-1-21 MUST SUBMIT A VALID RESIDENTIAL PREFERENCE CERTIFICATE ISSUED BY NEW MEXICO TAX & REVENUE WITH THEIR SEALED RESPONSE.

OFFERORS WISHING TO RECEIVE THE VETERAN RESIDENT BUSINESS PREFERENCE AS APPLICABLE PER NMSA 13-1-22 MUST SUBMIT A VALID RESIDENT VETERAN'S PREFERENCE CERTIFICATE ISSUED BY NEW MEXICO TAX & REVENUE WITH THEIR SEALED RESPONSE.

Acknowledgment of Amendment/Addendum, Specify Number(s) and Date(s)

Number date Number date Number date

Signature of Member Authorized to Sign for Firm _____

Printed/Typed Name and Title of Individual Signing _____

SECTION F: DEBARMENT/SUSPENSION STATUS & NON-COLLUSION AFFIDAVIT FORM

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

DEBARMENT/SUSPENSION STATUS

1. The vendor/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.
2. The vendor/contractor agrees to provide immediate notice to NMHU's Purchasing Department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this bid but prior to the award of the purchase order/contract.

NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firm and/or corporation joining and participating in the submission of the foregoing bid (such persons, firm and/or corporation hereinafter being referred to as the vendor/contractor), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm, or corporation, nor any person duly representing the same joining and participating in the submission or the foregoing bid/proposal, has directly or indirectly entered into any agreement or arrangement with any other vendor/contractors, or with any employee of NMHU, or any person, firm or corporation under contract with NMHU whereby the contractor, in order to induce the acceptance of the foregoing bid by NMHU has paid or is to pay any other vendor/contractor or to the aforementioned persons anything of value whatsoever, and that the vendor/contractor has not directly or indirectly entered into any agreement or arrangement with any other vendor/contractor which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above Non-Collusion Affidavit and Debarment/Suspension Disclosure Statement and that he/she understands and will comply with these requirements. The undersigned further certifies that he/she have the authority to certify compliance for the vendor/contractor named below.

Signature _____ Title _____

Printed/Typed Name _____ Date _____

Legal Company Name _____

Address _____

City/State/Zip _____

SECTION G: RESIDENT & RESIDENT VETERANS PREFERENCE CERTIFICATION

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

RESIDENT PREFERENCE

OFFERORS WISHING TO RECEIVE THE NEW MEXICO RESIDENT PREFERENCE AS APPLICABLE PER NMSA 13-1-21 MUST SUBMIT A VALID N.M. RESIDENT PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE. SUBMITTED CERTIFICATES SHALL BE VALIDATED BY NMHU WITH NEW MEXICO TAX & REVENUE.

RESIDENT VETERANS PREFERENCE

OFFERORS WISHING TO RECEIVE THE VETERAN RESIDENT BUSINESS PREFERENCE AS APPLICABLE PER NMSA 13-1-22 MUST SUBMIT A VALID RESIDENT VETERAN PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE AND COMPLETE THE FOLLOWING. IF OFFEROR’S FIRM IS INELIGIBLE TO RECEIVE THE NEW MEXICO RESIDENT VETERAN’S PREFERENCE, OFFEROR MUST CHECK THE BOX BELOW INDICATING THAT INELIGIBILITY:

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

PLEASE CHECK ONLY ONE BOX FROM THE FOUR (4) CHECK BOXES LISTED BELOW:

I declare that my firm is ineligible to receive New Mexico Resident Veterans Preference.

The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veterans Preference AND who have included a valid New Mexico Resident Veterans Preference certificate with their sealed response. No preference will be extended unless a valid certificate is included in your sealed response. Submitted certificates shall be validated by NMHU with New Mexico Tax & Revenue.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or cancelled award of the procurement involved if the statements are proven to be incorrect.

SECTION H: COMPLIANCE MATRIX ON MANDATORY REQUIREMENTS

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

COMPLIANCE MATRIX ON MANDATORY REQUIREMENTS:			
CLAUSE	DESCRIPTION	Complies Fully	Does not Comply Fully
2.2	RECRUITING AND APPLICANT TRACKING.		
2.2.1	COMPLIANCE MANDATORY – Shall comply with all mandatory state, federal, and local regulations involved in hiring, record maintenance, and employment tracking, including, but not limited to, Background Check and I-9 compliance. Shall ensure that client will be able to report & track applicant demographics such as national origin, race, and gender as required by the Equal Opportunity Employment Commission (EEOC).		
2.2.2	EMPLOYMENT BRANDING MANDATORY – System shall comply with complete customization by client for public & internally facing websites, including, but not limited to, logo placement, color customization, and font customization.		
2.2.3	INTUITIVE FOR ALL USERS MANDATORY – System shall be easy to maneuver, for all ages and knowledge levels, including those with minimal knowledge of online usage. The System shall comply with the ease of creating a user profile, and the ability to automatically reset passwords based on a few key pieces of information provided by the user.		
2.2.4	ANALYTICS – CLICK THROUGH		
2.2.4.1	MANDATORY – Analytics shall be available for client to determine the point of origin for user access to the System. The system should be able to provide data from any field either through standard reporting or customized reporting.		
2.2.4.2	MANDATORY – The System shall provide the ability for applicants to self-identify where they first heard about the available position(s) for which they've applied and provide analytics to determine the value of the recruitment resources used for that particular posting.		
2.2.5	RECRUITMENT/APPLICANT METRICS MANDATORY – The System shall allow for reporting of recruitment metrics, including, but not limited to, race, gender, age, national origin, veteran status, and others.		
2.2.6	EDUCATION/CERTIFICATIONS		
2.2.6.1	MANDATORY – The System shall allow applicants to load and manage education and certification records. Additionally, the System shall allow client to manage and track education and certifications, including tracking of certification expiration dates, with automated notifications going to the applicant (employee), and Supervisor (if hired), to advise of upcoming expirations.		
2.2.6.2	DESIRED – System should allow for client to track commitments by individuals to obtain specific degrees or certifications within an allotted timeframe.		

SECTION H: COMPLIANCE MATRIX ON MANDATORY REQUIREMENTS

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COMPLIANCE MATRIX ON MANDATORY REQUIREMENTS:			
CLAUSE	DESCRIPTION	Complies Fully	Does not Comply Fully
2.2.7	SCHEDULING INTERVIEWS DESIRED – The System should allow hiring officials and interview committee members to automatically schedule interviews with candidates via the System, with connectivity to the Microsoft Outlook application.		
2.2.8	JOB FINDER DESIRED – The System should allow users (potential applicants and applicants) to input various pieces of information (key words, titles, etc.) related to their desired positions, which then matches those pieces of information with available postings. Additionally, the System shall allow applicants to generate automated alerts which would notify users of new positions that come available matching their desired criteria.		
2.2.9	COST PER HIRE RATIO DESIRED – The System shall allow client to track the entire hiring life-cycle of an employee in terms of financial and economic costs. These costs include, but are not limited to, advertising, training, and other material resources used in the hiring process.		
2.2.10	AUTOMATED CLIENT CUSTOMIZED POSTING LANGUAGE MANDATORY – The System shall allow hiring officials to automatically incorporate posting specific text based on the title and class of the position. For example, a full-time professional position would automatically incorporate language regarding available benefits, mandatory defined benefit contributions, etc., or a limited term position would automatically incorporate language defining the terms and conditions of employment, including limited term beginning and ending dates. The system should also integrate with other modules of the system. For example, job description data should pull into the posting and the posting data and job description data should pull into the official Banner HRIS record, etc.		
2.2.11	AUTOMATED CLIENT CUSTOMIZED APPLICANT COMMUNICATION MANDATORY – System shall allow for automatic communication with applicants via email at various stages throughout the process. As an applicant’s status changes (interviewed, not interviewed, etc.), an automated message should be generated to the applicant based on pre-defined criteria. The system should provide customization of email notifications.		
2.2.12	INTEGRATE SOCIAL MEDIA (AUTOMATION) DESIRED – System should be compatible with social media sites such as Twitter, Linked In, and Facebook. The System shall allow for the client to post relevant		

SECTION H: COMPLIANCE MATRIX ON MANDATORY REQUIREMENTS

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

COMPLIANCE MATRIX ON MANDATORY REQUIREMENTS:			
CLAUSE	DESCRIPTION	Complies Fully	Does not Comply Fully
	information about available positions directly to a social media website, and shall allow users/applicants to share jobs with friends on social media sites. The System shall also allow for the capability to integrate new social media websites and applications as they are created.		
2.2.13	INTEGRATE RECRUITING VENDOR/JOB BOARD OPPORTUNITIES (AUTOMATION) DESIRED – System should provide for hiring officials to request advertising from various sources. It would be desired for the System to automatically post to these various websites and locations, and automatically remove the posting from the websites after a specified date has transpired.		
2.2.13.1	DESIRED – The System should automatically post to these various websites and locations, and automatically remove the posting from the websites after a specified date has transpired.		
2.2.14	AUTOMATED PRESCREENING		
2.2.14.1	MANDATORY – APPLICANT SCREENING (MINIMUM REQUIREMENTS/PREFERRED QUALIFICATIONS). System shall functionally pre-screen candidates based on minimum qualifications, either through applicant self-identification or through the use of key words that are cross-referenced between applications and requirements of the position. Data shall be pulled directly from a job description functionality.		
2.2.14.2	DESIRED – SEARCHING. System should allow for hiring officials to search for active candidates who may not have actually applied for a position in order to match candidates with appropriate positions for which the candidate may be qualified.		
2.2.14.3	DESIRED – MATCHING. System should allow candidates to have the opportunity to match themselves to open positions based on their current experience and education. System should allow for positions to be automatically identified for candidates simply based on these education and experience items located within the application or resume		

SECTION H: COMPLIANCE MATRIX ON MANDATORY REQUIREMENTS

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

COMPLIANCE MATRIX ON MANDATORY REQUIREMENTS:			
CLAUSE	DESCRIPTION	Complies Fully	Does not Comply Fully
2.2.15	AUTOMATED CLIENT CUSTOMIZED OFFER LETTERS MANDATORY – When a candidate is approved for hire, the System shall have a trigger that allows for an automatically generated employment offer letter to be sent to the candidate with key information that is customizable depending on the job employee class criteria. Information shall include start date, title, salary information, benefits eligibility, parking requirements, New Employee Orientation date, etc. Offer letters vary by department, employee type, and other factors, so shall be fully customizable by department without a limitation to the quantity of varying letters		
2.2.16	AUTOMATED BACKGROUND CHECK DESIRED – When an applicant is selected as one of the final candidates, the System should send an auto-generated background check authorization request to the applicant. The system should integrate with vendors who provide background check services.		
2.2.16.1	DESIRED – The System should integrate with vendors who provide background check services.		
2.3	ON BOARDING		
2.3.1	PAPERLESS PROCESSING		
2.3.1.1	DESIRED – System should allow for 100% paperless processing of all components of the hiring lifecycle. This paperless processing shall be seamless and shall not require that the client manually scan documents. Documents that shall have paperless processing include, but are not limited to, the following: I-9 W-4 Direct deposit forms E-Verify (for automated social security number verification) Background check authorization forms Pre-employment physical authorization forms Pre-employment drug screening authorization forms		
2.3.2	ABILITY TO CALCULATE PROBATIONARY PERIOD AND AUTOMATE NOTIFICATION DESIRED – Based on pre-determined criteria, the System shall automatically calculate appropriate trial period dates, as well as notify appropriate departmental personnel of upcoming trial period deadlines. This should be a customizable option without limitations to the number of calculated trial periods for any given employee.		
2.3.3	TRACK DEPARTMENTAL NEW EMPLOYEE ORIENTATION. DESIRED –System shall track, through paperless records, the completion of client’s second phase of New Employee		

SECTION H: COMPLIANCE MATRIX ON MANDATORY REQUIREMENTS

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

COMPLIANCE MATRIX ON MANDATORY REQUIREMENTS:			
CLAUSE	DESCRIPTION	Complies Fully	Does not Comply Fully
	Orientation. This phase is completed between the new employee and supervisor, and includes tasks such as providing new employees a tour of their work areas, location of supplies, how to order equipment, how to contact departmental support, etc.		
2.4	EDUCATION LEVELS		
2.4.1	TRACK EDUCATION AND CERTIFICATION(S) MANDATORY – Once an employee has accepted an offer of employment, the System shall track the employee's entire educational and professional history. Tracking shall include records of expiration dates of required certifications and shall notify employees and managers when certifications are going to expire within 90, 60, and 30 days, and once expired. System should also be able to track licensures, including, but not limited to, driver's licenses and other required licenses.		
2.4.3	GENERATE REPORTS MANDATORY – System shall provide both canned and client customizable reports, based on criteria that is selected by the client. Client shall be able to create "just in time" reports, based on a variety of data, that can be easily created, executed, saved, and stored locally, without the need for System support to be contacted to create, generate, or execute the reports. These reports shall be completely customizable by the client, with the ability to have reports fully branded with the client's name, logo, approved branding standards, etc.		
2.10	TECHNICAL, INTEGRATION AND WORKFORCE DATA ANALYTICS		
2.10.1	ENTERPRISE CLASS SOFTWARE		
2.10.2	SOFTWARE AS A SERVICE (SAAS)/Hosted Solution MANDATORY – System shall be offered as a fully hosted solution		
2.10.2.1	SECURITY		
2.10.2.1.1	DATA STORAGE AND TRANSPORT SECURITY MANDATORY – Solution provider must provide state-of-the-art secure storage and transport of NMHU's confidential data.		
2.10.2.1.2	ACCESS SECURITY MANDATORY – Solution shall allow for permissions to be set by the client for all users. System shall incorporate existing security (user credentials) from the database of record and shall allow client to customize permissions for users.		
2.10.2.1.3	PHYSICAL SECURITY		

SECTION H: COMPLIANCE MATRIX ON MANDATORY REQUIREMENTS

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

COMPLIANCE MATRIX ON MANDATORY REQUIREMENTS:			
CLAUSE	DESCRIPTION	Complies Fully	Does not Comply Fully
	MANDATORY – Solution provider must provide state-of-the-art security, compliance, and availability measures for Data Center(s).		
2.10.2.2	DATA ARCHIVAL AND BACKUP MANDATORY - Solution provider must provide data backups and archival capable of restoring and retrieving NMHU's confidential data in events such as disaster or e-Discovery.		
2.10.2.3	AVAILABILITY MANDATORY – Solution provider must provide a high availability solution fully accessible by NMHU on a 7 days a week and 24 hours per day basis capable of meeting the requirements of a Service Level Agreement (SLA).		
2.10.2.4	SCALABLE MANDATORY – Solution must be scalable capable of supporting in excess of 4000 employees and multiple campus locations.		
2.10.2.5	ACCESSIBLE MANDATORY – Provider shall identify optimum and minimum requirements for computers accessing the hosted solution including but not limited to desktop PC's, laptops, and tablets and mobile devices; optimum operating systems, and browsers requirements.		
2.10.2.5.1	RESPONSIVE DESIGN MANDATORY – the System shall incorporate responsive design such that display of the content is automatically sized by the System for viewing on whatever device is used by NMHU (e.g., PC, laptop, tablet, smart phone, etc.)		
2.10.2.6	SUPPORT MANDATORY – Provider shall provide Technical and Functional (application) must be provided on a 7x365 basis.		
2.10.2.7	AUTHENTICATION MANDATORY – Solution must capable of Active Directory or CAS integration.		
2.10.3	DATABASE OF RECORD INTEGRATION MANDATORY – System shall fully integrate with the client's employee database of record, Ellucian Company L.P. Banner ERP. Integration shall include the capability to easily and seamlessly transfer data from the database of record into the System, as well as provide the capability to transfer information from the System into the client's database of record.		
2.10.4	BANNER INTEGRATION SUPPORT MANDATORY – Banner system integration must be fully supported by solution provider. Solution provider shall be fully responsible for ensuring solution functions properly with any release(s) of the Ellucian Banner Suite.		

SECTION H: COMPLIANCE MATRIX ON MANDATORY REQUIREMENTS

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

COMPLIANCE MATRIX ON MANDATORY REQUIREMENTS:			
CLAUSE	DESCRIPTION	Complies Fully	Does not Comply Fully
2.10.4.1	DESIRED – Banner Preferred Partner. NMHU prefers that the awarded vendor has an existing relationship with Ellucian Company L.P. as a Preferred Partner.		
2.10.5	DATA MIGRATION MANDATORY – System shall allow for ease of migrating data by means of non-complicated procedures. The Awarded Vendor shall migrate existing applicant and talent management data from NMHU’s current system Banner and People Admin data bases into the System.		
2.10.6	SOFTWARE UPGRADES MANDATORY – System shall allow for seamless software upgrades with minimal interruption of services to NMHU. All software upgrades shall be coordinated and scheduled with NMHU prior to implementation		
2.10.7	REPORTING AND ANALYTIC CAPABILITIES MANDATORY – System shall allow for reporting, including reports previously mentioned in this document, but shall also include the ability to create ad-hoc reports at any time, based any fields within the System. Reports on applicant or employee demographics, veteran status, and others should be easily accessible and customizable by the client.		
2.10.8	HYPERLINKS DESIRED – Client should be able to create hyperlinks via the System to various vendors that the client uses. For example, a link to the Department of Labor website for FMLA, or a link to insurance websites for client’s insurance providers should be accessible and editable hyperlinks through the System.		
2.10.9	IMPORT/EXPORT DATA TO MICROSOFT SOFTWARE MANDATORY – System shall allow for data and reports to be exported into current versions of Microsoft Office (2007, 2010, and 2013) as an .xls or .txt file.		
2.10.10	REDUCE PAPER PROCESSES (ELECTRONIC FORMS) MANDATORY – System shall allow for full electronic capabilities in all modules, reducing the need for paper transactions.		
2.10.11	ABILITY TO UPLOAD DOCUMENTS MANDATORY – System shall allow for client, applicants, and other users to easily upload documents, such as resumes, references, pre-employment authorization forms, etc.		
2.10.12	HOVER OVER CAPABILITY FOR ADDITIONAL INFORMATION REGARDING FIELD IDENTIFICATION OR PROCESS DESIRED – System shall allow users (both client and applicants) to hover over fields within the System and receive additional information about the form or field while		

SECTION H: COMPLIANCE MATRIX ON MANDATORY REQUIREMENTS

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

COMPLIANCE MATRIX ON MANDATORY REQUIREMENTS:			
CLAUSE	DESCRIPTION	Complies Fully	Does not Comply Fully
	the user is hovering over it. For example, if a specific formatted text is required in a field, the hover over feature should allow for a user to quickly identify the required elements of the field.		
2.10.14	WORKFORCE DATA ANALYTIC CAPABILITIES TO REPORT HR METRICS MANDATORY – System shall allow for a comprehensive reporting of all HR metrics, including cost to hire, attrition (both positive and negative).		
2.10.15	SELF-SERVICE FEATURE OPTIONS MANDATORY – System shall allow users to make changes to their applications, self-evaluations, etc. throughout the process. Users shall be able to update contact information, reset passwords, and make other changes to profiles as needed through an on-line self-service feature.		
2.10.16	EASY SEARCHABLE FUNCTION CAPABILITY MANDATORY – System shall have easy to use search functionality, similar to Google search. Client shall be able to find all documents within the System based on key words, name, address, position title, etc.		
2.10.17	ABILITY TO ADD, REMOVE AND/OR MODIFY ADDITIONAL FORMS (EXPANDABLE CAPABILITIES) MANDATORY – System shall allow client to easily add, remove and/or modify fields, forms, or other data as determined by business needs.		
2.10.18	IMPLEMENTATION MANDATORY – The awarded vendor shall provide all necessary tools and services to implement and support the System.		
2.10.19	TRAINING		
2.10.19.1	MANDATORY – Training and training materials shall be provided in a “Best Practices” approach. Offerors shall clearly describe how this is achieved, what classes are recommended to be performed onsite at NMHU’s facilities, and what classes are available online or as part of a webinar.		
2.10.19.2	MANDATORY – The Awarded Vendor shall provide training and training materials to NMHU’s Implementation Team, System Administrators, and End Users.		
2.10.19.3	MANDATORY – The System will be accessed by multiple end-users across several NMHU departments ranging from Human Resources, Student Services, etc. The awarded vendor shall describe their approach for managing training so accommodate NMHU’s different end users.		
2.10.20	OTHER		

SECTION H: COMPLIANCE MATRIX ON MANDATORY REQUIREMENTS

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

COMPLIANCE MATRIX ON MANDATORY REQUIREMENTS:			
CLAUSE	DESCRIPTION	Complies Fully	Does not Comply Fully
2.10.20.1	DESIRED – Offerors should provide a brief description of other products or services not specifically detailed in this document that you feel are relevant for NMHU's consideration.	[REDACTED]	[REDACTED]
2.10.20.2	DESIRED – Offerors should provide a brief overview of the general direction of your product's development focus over the next three (3) years and how you feel that will impact capabilities to provide the Services.		

EXHIBIT A: INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE

The **AWARDED** Contractor shall furnish **UPON REQUEST**, one copy each of Certificates of insurance herein required for each copy of the resultant Agreement, showing the coverage, limits of liability, covered operation, effective dates of expiration of policies of Insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificates of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

1. The New Mexico Highlands University Board of Regents, New Mexico Highlands University, its agents, servants and employees are held as additional insured.
2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty five (45) days written notice has been provided to the Owner."

COMPENSATION INSURANCE:

The Contractor shall procure and shall maintain during the life of any resultant agreement Worker's Compensation insurance as required by applicable State law for all of the Contractor's employees to be engaged at the site referred to in this solicitation in case of any such work sublet, the Contractor's Worker's Compensation insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer's Insurance in an amount of not less than \$500,000.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE:

The Contractor shall maintain insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et. seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extension or renewals. The limits effective July 1, 1992 are:

\$400,000 per person/\$750,000 per occurrence plus \$300,000 for medical and \$100,000 for property damage for a total maximum liability of \$1,150,000 per occurrence.

CONTRACTOR'S VEHICLE LIABILITY INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-1-1 et. seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

Bodily Injury:	\$750,000. Each Occurrence
Property Damage:	\$100,000. Each Occurrence

SUBCONTRACTOR'S AND SUB-SUBCONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:

The Contractor shall either:

- (1) Require each subcontractor or sub-subcontractor to procure and maintain during the life of the subcontract or sub- subcontract Public Liability Insurance of the types and amounts specified above or,
- (2) Insure the activities of the subcontractors or sub-subcontractors in the Contractor's policy as required under this Article.

GENERAL:

All insurance policies are to be issued by companies authorized to do business under the laws of the state in which the work is to be done and acceptable to Owner.

The Contractor shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies.

EXHIBIT B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

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 either 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.

“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.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

EXHIBIT B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

“Prospective contractor” means a person who 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 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:

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) _____

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)

(Attach extra pages if necessary)

EXHIBIT C: Travel

All travel provided by the awarded vendor shall require prior written approval by NMHU and shall adhere to NMHU's Travel, Lodging and Meal Policies as described below. Reimbursement shall be for actual expenses. However, NMHU does desire a Blanket Travel Charge Included with Initial Cost and Setup

Actual expenses for lodging and meals may not exceed the following:

- a. **Lodging:** may not exceed \$250 per day for a single room
- b. **Meals:** may not exceed \$30 in-state; \$45 out-of-state per day. NOTE: These are maximum daily amounts based on actual expenses, not per-diem amounts. Per-diem is not provided.
- c. **Mileage.** Travel by personal vehicle shall be reimbursed at the rate of \$.32 per mile. The number of miles to be reimbursed shall be determined in accordance with an official road map mileage chart, by established distances between NMHU campuses and/or sites, or by odometer reading if map mileage chart is not available for localities involved. The amount reimbursed shall not exceed the total lowest reasonable commercial air fare to the same destination. Mileage reimbursement is not allowed for vendors in the Albuquerque Metro area.
- d. **Air Fare.** Air transportation shall be reimbursed at the lowest reasonable air fare available at the time tickets are purchased.
- e. **Vehicle Rental.** Vehicles may be rented for official College business subject to the following conditions:
 1. A rented passenger vehicle should be of the type, size and cost range which represents a reasonable expenditure for NMHU without sacrificing safety and reasonable comfort.
 - a. Normally a vehicle in the mid-sized price range should be used.
 - b. Written justification must be provided when the size or cost of a rental vehicle exceeds the normal usage provisions.
- f. **Prohibited Expenses:**
 1. Reimbursement for alcoholic beverages shall not be allowed.
 2. Entertainment and telephone calls unrelated to business shall not be reimbursed.
- g. **Detailed Receipts Required for the following expense types:**
 1. Meals
 2. Lodging
 3. Airfare
 4. Car RentalDetailed receipts shall be submitted with the Vendor's invoice. Summary receipts are not acceptable.
- h. **NMHU Approval Required:**
 1. Travel must be approved by NMHU prior to service being provided.

All invoices require approval from NMHU prior to payment. Payment for APPROVED travel expenses shall be NET 30 day