



Attachment B SCOPE OF WORK

This Scope of Work describes the Categories being sought through this RFP and the scope of what Contractors will be expected to offer through a Master Agreement resulting from this RFP. The Scope of Work is intended to provide potential Offerors with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential data.

1. OVERVIEW

Contractor shall operate as a Managed Service Provider for Temporary Employment Services for Purchasing Entities in the following categories as defined in Section 3 of this Scope of Work:

- Category 1 – Administrative
- Category 2 – Commercial and Industrial
- Category 3 – Educational
- Category 4 – Healthcare (Clinical and Non-Clinical)
- Category 5 – Informational Technology (Professional and Non-Professional)
- Category 6 – Professional Services (excluding IT)

The Contractor shall meet or exceed the requirements included in this Scope of Work and Master Agreement. Awarded Contractors shall be independent contractors and not employees of the Lead State or Purchasing Entities. The Contractor's staff, including any Contingent Workers, shall also not be considered employees of the Purchasing Entities.

These services will be provided on an as-needed basis through a Managed Service Provider model upon request from Purchasing Entities.

Contractor shall supply sufficient, competent, reliable, and properly licensed or certified or both personnel to provide adequate and satisfactory Temporary Employment Services as required under this Master Agreement.

At the discretion of the Lead State, the scope of a Master Agreement resulting from this RFP may be amended at any time during its term to accommodate changes or modifications related to providing Temporary Employment Services.

2. DEFINITIONS

- A. **"Authorized Purchaser"** means an individual authorized by a Participating Entity to place orders against this Master Agreement.
- B. **"Account Manager"** means the Contractor's representative assigned to the Purchasing Entity as a single point of contact for the MSP.
- C. **"Bill Rate"** means the total amount charged to the Participating Entity, consisting of the Pay Rate plus the MSP Markup.
- D. **"Business Day"** means 8:00 AM thru 5:00 PM, Monday thru Friday. The Business Day will apply to the Purchasing Entity's specific location and time zone when providing Temporary Employment Services.
- E. **"Contingent Worker"** means an individual employed by the Contractor or Sub-vendor selected by the Purchasing Entity to perform work.
- F. **"Contract"** means the agreement between the Lead State and Contractor as a result of this RFP.



- G. **"Contractor"** means an awarded Offeror with whom the Lead State executes a Master Agreement for Temporary Employment Services.
- H. **"Data Breach"** means any unauthorized access to, or acquisition of, unencrypted PII or sensitive data maintained by the Contractor or its Sub-vendors.
- I. **"Managed Service Provider"** means the Contractor acting as a centralized entity to conduct end-to-end management, administration, and coordination for a Purchasing Entity's Contingent Workers.
- J. **"MSP Markup"** means the fixed percentage that the Contractor charges for acting as a Managed Service Provider.
- K. **"Order"** means any purchase order, sales order, contract, scope of work, or other document used by the Purchasing Entity to order Temporary Employment Services pursuant to the terms of this Master Agreement.
- L. **"Overtime"** means hours worked in excess of 40 hours per week.
- M. **"Pay Rate"** means the maximum amount that may be billed for each Contingent Worker by Contractor.
- N. **"Participating Entity"** means a state, or another entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.
- O. **"Personally Identifiable Information (PII)"** means information that can be used to distinguish or trace an individual's identity, either alone or combined with other information that is linked or linkable to a specific individual.
- P. **"Project"** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
- Q. **"Purchasing Entity (PE)"** means a state, or another entity, authorized to use a Participating Addendum, that issues an Order under a Master Agreement resulting from this RFP through a Participating Entity's Participating Addendum.
- R. **"Request for Proposals (RFP)"** means this request for Proposals, including all attachments and exhibits and any information posted by the Lead State to the RFP Website, as amended.
- S. **"Sub-vendor"** means a member of the Contractor's sub-vendor network that will provide Contingent Workers for the Temporary Employment Services contemplated in this Contract.

3. TEMPORARY EMPLOYMENT SERVICE CATEGORIES

The Temporary Employment Services available through this Contract are classified under the following Categories:

- A. **Category 1: Administrative** means occupations to include Office and Clerical positions in which workers are responsible for day-to-day operations such as internal and external communication, recording and retrieval of data and/or information, and other tasks or paperwork required in an office. May include but is not limited to bookkeepers, messengers, clerk-typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks, office machine and computer operators, legal assistants, cashiers, front desk staff, receptionists, and toll collectors.
- B. **Category 2: Commercial and Industrial** means occupations to include manual labor, trade-based, and facility-oriented positions in which workers are responsible for the physical movement of goods, maintenance of infrastructure, or operation of equipment. May include but is not limited to general laborers, warehouse workers, forklift operators, custodians, landscape workers, maintenance technicians, delivery drivers, stock clerks, laundry workers, and skilled trades-assistants.



- C. Category 3: Educational** means occupations to include positions specifically designed to support K-12, higher education, and adult learning or vocational environments in which workers are responsible for classroom instruction, student support, academic administration, and the design and development of curriculum and instructional materials. May include but is not limited to substitute teachers, paraprofessionals, teacher aides, library technicians, student advisors, instructional designers, curriculum designers, testing coordinators, adult education instructors, and vocational specialists.
- D. Category 4: Healthcare (Clinical and Non-Clinical)** means occupations to include medical, health-related, and patient support positions responsible for clinical care, diagnostic services, and specialized health-focused operational support. This category is specifically intended for roles requiring healthcare-specific knowledge, clinical licensure, or patient-facing advocacy and excludes general office, clerical, and administrative positions defined under Category 1. This category is divided into two distinct sub-categories:
- 4A: Clinical:** Includes positions requiring specific medical licensure, registration, or certification to provide direct patient care or clinical technical services. May include but is not limited to Registered Nurses (RN), Licensed Practical Nurses (LPN), Certified Nursing Assistants (CNA), Medical Technologists, Pharmacy Technicians, Respiratory Therapists, Dental Hygienists, and Physical Therapists.
- 4B: Non-Clinical:** Includes positions that provide specialized healthcare support and patient advocacy that provide care coordination, social services, or require knowledge of medical environments, patient rights, and healthcare regulations. May include, but is not limited to case workers, social workers, behavioral health technicians, medical records specialists (HIM), health unit coordinators, medical billers and coders, and patient navigators.
- E. Category 5: Information Technology (Professional and Non-Professional)** means occupations to include technical positions in which workers are responsible for the design, implementation, maintenance, and security of computing systems, networks, hardware, and software applications. May include but is not limited to help desk technicians, systems administrators, network engineers, software developers, database administrators, cybersecurity analysts, and web developers.
- F. Category 6: Professional Services (excluding IT)** means occupations to include high-level, specialized positions requiring advanced degrees, professional certifications, or extensive subject-matter expertise in business, legal, or financial fields. These positions focus on analysis, evaluation, and strategic advisory rather than routine task execution or data entry. This category specifically excludes roles primarily involving information technology (Category 5), clinical or patient-facing healthcare (Category 4), or classroom instruction (Category 3). May include but is not limited to accountants, auditors, project managers, attorneys, judges, human resources specialists, public relations officers, management analysts, and contract administrators.

If a Contingent Worker's position potentially fits into two categories (i.e. administrative support personnel working in an education facility), the Purchasing Entity should select the Category that most closely aligns with the primary duties of the specific Contingent Worker.



4. MANAGED SERVICE PROVIDER

The Contractor shall serve as a Managed Service Provider for Temporary Employment Services. The Contractor must have at least 5 years of experience providing Temporary Employment Services as a Managed Service Provider in the applicable category. This shall include the following:

- A.** Act as the central entity and point of contact to oversee all Temporary Employment Services across the Contractor's awarded category(ies) for the Purchasing Entity.
- B.** Establish a Sub-vendor network of staffing firms to fulfill requests for Temporary Employment Services. All Sub-vendor Networks shall be Sub-vendor neutral, including distributing requisitions to the Network at the same time and ensuring that no favor is placed on a specific Sub-Vendor or the Contractor's staffing resources.
- C.** The Contractor shall develop a transparent and efficient method to add and terminate new and existing Sub-vendors. The Contractor shall provide notice within five (5) business days to a Purchasing Entity of a new or terminated Sub-Vendor. The Purchasing Entity has the right to reject the addition of a proposed new Sub-vendor and to require the removal of a Sub-vendor at any time.
- D.** Manage Contingent Workers sourcing, recruitment, prescreening, professional licensure compliance, employment eligibility, hiring, or implementing any reassignments or terminations.
- E.** Manage payroll, benefits, insurance, and all taxes related to the work of the Contingent Worker.
- F.** Manage payments to the Sub-vendor.
- G.** Ensure Sub-vendors and Contingent Workers are compliant with the requirements included in this Master Agreement, PA, and Order documents.

5. REQUESTS FOR TEMPORARY EMPLOYMENT SERVICE

- A.** The Purchasing Entity shall notify the Contractor when a Contingent Worker is needed.
- B.** At a minimum, the Purchasing Entity's request shall include the following information:
 - 1. Number of Contingent Workers needed
 - 2. Job duties
 - 3. Equipment to be used
 - 4. Knowledge, skills, education, experience, certificates, and licenses;
 - 5. Related technical requirements (i.e. computer software to be used, specialized knowledge),
 - 6. Proposed occupation and job classification
 - 7. Hours of work
 - 8. Anticipated start date
 - 9. Expected length of assignment
 - 10. Job related attire
 - 11. Position location
 - 12. Purchasing Entity contact person
 - 13. Security or access requirements for the Purchasing Entity's location
 - 14. Any applicable pre-screening requirements
 - 15. Other pertinent job-related information
- C.** The Purchasing Entity will inform the Contractor of the proposed occupation and job classification. The description for each occupation is identified by the Bureau of Labor Statistics



(BLS) using the current Occupation Profiles, which are available at this link: https://www.bls.gov/oes/current/oes_stru.htm. The applicable Pay Rate shall be determined in accordance with Section 21. Pricing of this Attachment B, Scope of Work.

- D. Based on the information included in the Purchasing Entity's request, the Contractor may recommend updates to the education, certification, license, or occupation requirements for the applicable request. However, the Purchasing Entity shall make the final determination on the requirements of the Contingent Worker request.
- E. If additional information is required from the Purchasing Entity for the Contractor to begin sourcing the Contingent Worker request, the Contractor shall request it from the Purchasing Entity within four (4) hours.
- F. Purchasing Entities may request a specific individual as a candidate or as a Contingent Worker to perform Temporary Employment Services by the Contractor. The Purchasing Entity will pay the reduced "Payroll Only MSP Markup" as identified in Attachment I, Cost Proposal for individuals who are a direct referral from the Purchasing Entity.

6. CONTINGENT WORKER REQUESTS

- A. Contractor shall acknowledge receipt of Contingent Worker Requests within four (4) hours.
- B. Contractor will notify the Purchasing Entity of availability within eight (8) hours after a request is made for services that will commence within five (5) business days following the request;
- C. Contractor will notify the Purchasing Entity of availability within two Business Days after a request is made for services that will commence later than five (5) business days following the request.

7. RECRUITMENT AND SOURCING

- A. The Contractor shall use the Sub-vendor network to source candidates. The Contractor's recruiting and hiring program must be in compliance with applicable federal, state, and local employment laws.
- B. The Contractor shall ensure that the staffing opportunities are released at the same time to all Sub-vendors. The Contractor shall ensure that all Subcontractors have an equal opportunity to submit candidates for all staffing position opportunities.
- C. The Contractor may submit its own staffing resources as candidates with a Sub-vendor's candidates, but the Purchasing Entity shall determine which candidate will be selected as the Contingent Worker. The Contractor and any of its affiliates or subsidiaries shall not provide, in aggregate, more than 20% of the Contingent Workers per category for a specific Purchasing Entity. At the request of the Lead State or Purchasing Entity, the Contractor must provide a list of its affiliates or subsidiaries, and shall inform such parties of any changes to the list throughout the life of the Contract. This requirement does not limit the number of Contingent Workers a Sub-vendor can provide. Contingent workers placed as payroll only arrangements shall be excluded from the 20% calculation.
- D. The candidates must meet the requirements, experience level, and qualifications indicated in the Purchasing Entity's request. The Purchasing Entity shall be the sole determiner of whether a Contingent Worker is satisfactory and fulfills the Purchasing Entity requirements.
- E. The Contractor shall screen submitted candidate(s) via resume review, skills assessments, interviews, or other methods for applicability to job requisition. The Contractor will provide the



resume(s) of the best candidate(s) to the Purchasing Entity and facilitate the selection process with the Purchasing Entity.

- F.** The Purchasing Entity reserves the right to review the quality of the candidate through skills assessments, phone interviews, face-to-face interviews, or other methods to determine the candidate's qualifications. This does not negate the Contractor's responsibility of qualifying a Contingent Worker prior to placement. The Purchasing Entity may reject and/or remove any candidate who does not meet the requested experience or is deficient in the performance of the assignment. If the Purchasing Entity is not satisfied and feels the candidates do not meet the requirements as stated in the requisition, the Contractor shall provide a new group of resumes to the Purchasing Entity.
- G.** The Contractor shall confirm the placement of the Contingent Worker with the Purchasing Entity at least five (5) business days prior to the commencement of work, unless otherwise specified by the Purchasing Entity.

8. CONTINGENT WORKER SCREENING

- A.** The Contractor shall ensure that all applicable employment eligibility requirements are met, which includes but is not limited to I-9 forms and E-Verify.
- B.** The Contractor is responsible for conducting appropriate background and reference checks for candidates prior to any assignments and must be prepared to conduct more extensive background investigations when required by the Purchasing Entity. The Contractor shall be responsible for all costs and fees associated with Contingent Worker prescreening and ongoing screening (background checks, drug screening, licenses, etc.) The Purchasing Entity shall identify the prescreening requirements for the applicable position. The Purchasing Entity may also seek guidance from the Contractor to determine prescreening requirements for a position as needed.
- C.** Purchasing Entities also reserve the right to request other pre-employment, background, and other tests as negotiated in a PA or Order. Upon request, Contractor must provide the compliance of the background and reference checks to the Purchasing Entity.
- D.** In cases where special licenses, accreditations, certifications, or permits are required by State, Federal and/or Local law, statute, or regulation for a Contingent Worker, the Contractor shall provide current copies of such licenses, accreditations, certifications and permits upon the Purchasing Entity's request. Contingent Workers shall have these certifications, licensure, etc., prior to applying for the position. The Contingent Worker shall maintain all applicable licenses, accreditations, certifications, and permits during the term of the work assignment. Contractor shall immediately notify the Purchasing Entity by written notice in the event any of its Contingent Worker's licenses, accreditations, certifications, or permits are revoked, expired, or suspended.

9. CONTINGENT WORKER PLACEMENT

Placing candidates out of the applicable job classification is considered a breach of contract. Periodic checks of requests and assignments may be performed at the Purchasing Entity's sole discretion. The Contractor may also conduct periodic checks of Contingent Workers to confirm requests and assignments are accurate.



10. PAYROLL AND TAX MANAGEMENT

- A.** The Contractor shall pay Sub-vendors and Contingent Workers in compliance with applicable state, local, and federal wage and hour laws. Contractor shall maintain complete and accurate records of all wages paid to Contingent Workers and Sub-vendors. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages and payroll-related and unemployment taxes attributable to wages paid to Contingent Workers and Sub-vendors.
- B.** The Contractor is solely responsible for, and holding Purchasing Entities harmless from, all administrative employment matters regarding Contingent Workers including, but not limited to: all payroll and payroll income tax withholding matters, payment of workers' compensation premiums, funding of legally required fringe benefit programs, and taking responsibility for and complying with state, local and federal laws, regulations, and requirements.
- C.** The Contractor is responsible and may be held financially liable for the negligent acts of its Contingent Workers. Contractor will be responsible for liability insurance and insurance coverage requirements for all Contingent Workers as required by applicable local, federal, and state laws and as otherwise required by the PA or Order.
- D.** The Contractor shall have the ability to bond candidates as directed by the Purchasing Entity.

11. WORK REQUIREMENTS

- A.** Temporarily assigned individuals shall be available for the entire length of the assignment; however, if a replacement is required, a qualified replacement must be provided within (24) hours of notification, including weekends and holidays.
- B.** The Purchasing Entity reserves the right to reduce the length of the assignment, and should provide notice to the contractor as soon as reasonably possible after they become aware of the reduced length of time, but shall provide notice to the Contractor at least five (5) business days in advance of the new end of the term.
- C.** The Contingent Worker must notify the Contractor and Purchasing Entity of any job-related illnesses or injuries immediately.
- D.** If a Contingent Worker is unable to report to an assignment, they must notify the Contractor and Purchasing Entity as soon as possible, but no later than four (4) hours before their regularly scheduled start time, or as otherwise required by the Purchasing Entity.
- E.** Contingent Workers shall adhere to all work policies, procedures, and standards established by the Purchasing Entity at all times. The Contractor is responsible for communicating the Purchasing Entity's requirements regarding hours of work, duration, location, expectations, dress code, and other information concerning the assignment to the Contingent Worker.
- F.** Dress code policies are established by the Purchasing Entity. All Contingent Workers will be appropriately dressed for the assignment and shall maintain a professional demeanor.
- G.** The Contractor agrees to ensure Contingent Workers agree to be bound by the Participating Entity's security regulations, policies, IT security requirements, and standards as required by the

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Purchasing Entity (e.g., Department of Corrections). This will vary based on the individual Purchasing Entity's requirements, and shall be disclosed to the Contractor in the request.

- H.** At the sole discretion of the Purchasing Entity, Contractor may allow Contingent Workers to work remotely or on a hybrid work arrangement. The Purchasing Entity may request the Contractor's remote work policy. The Purchasing Entity may also designate its own remote work agreement or policy that the Contingent Worker must adhere to if remote work is permitted.
- I.** The Contractor shall administer periodic performance evaluations and any disciplinary actions in writing for each Contingent Worker provided under this Contract.
- J.** The Contractor shall provide harassment, discrimination, and retaliation training for all Contingent Workers. Contractor shall maintain a written record of all of the aforementioned training, which must be signed by the Contingent Worker acknowledging such training.
- K.** Overtime may be permitted at the sole discretion of the Purchasing Entity. Overtime work must be approved in advance in writing by the Purchasing Entity and submitted to the Contractor in order for the Contractor to receive payment.
- L.** The Contractor shall be responsible for the proper maintenance and custody of any tangible personal property owned and real property furnished by the Purchasing Entity for Temporary Employment Services. The equipment may include computers, copy machines, phones, printers, etc. and may vary based on the Contingent Worker's assignment. The Contractor will reimburse the Purchasing Entity for such property loss or damage caused by the Contingent Worker with the exception of normal wear and tear.
- M.** The Contractor shall require Contingent Workers to report any criminal matter in which the Contingent Worker has been involved. Criminal matters requiring reporting include an arrest, charge, indictment, information, conviction, plea of guilty or plea of no contest, regardless of whether adjudication is withheld and regardless of whether the criminal matter occurred within or outside the workplace. The Contractor shall require Sub-vendors and Contingent Workers to report criminal matters, of which it has knowledge, no later than one (1) business day after the occurrence of the criminal matter arising. Contingent Workers can make this notification to either the Sub-vendor or Contractor. If the Sub-vendor is notified by a Contingent Worker of a criminal matter, the Sub-vendor must report the criminal matter to the Contractor no later than one (1) business day after becoming aware. The Contractor shall notify the Purchasing Entity no later than one (1) business day after the reporting by Sub-Vendor or Contingent Worker of any criminal matter.
- N.** The Contractor shall ensure Contingent Worker's compliance with all state and federal confidentiality requirements of the Purchasing Entity, including any requirements pertaining to protected health information (PHI), as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), if applicable. The Contractor shall comply with any additional confidentiality requirements set forth in the Purchasing Entity's PA or Order.

12. TRAVEL

- A.** Travel authorizations must be provided to the Contractor before travel occurs. Travel must be in accordance with the Purchasing Entity's internal policies and procedures, unless otherwise permitted in a PA or Order.

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- B.** Reimbursement for travel will be at the sole discretion of the Purchasing Entity and shall not be subject to the Contractor's markup. If the Purchasing Entity elects to reimburse travel, the reimbursement shall be in accordance with the Purchasing Entity's travel and reimbursement policies, unless otherwise permitted in a PA or Order.
- C.** The travel approval from the Purchasing Entity and receipts for reimbursable travel expense must be submitted with the Contractor's invoice with the travel expense(s) as a separate line item on the invoice.

13. DOCUMENTATION

- A.** The Contractor shall ensure there is adequate documentation for all Contingent Workers. This shall include, but not be limited to:
 - 1. Name of the Purchasing Entity
 - 2. Name of Contingent Employee
 - 3. Work Location
 - 4. Occupation or position
 - 5. Dates worked
 - 6. Beginning time
 - 7. End time
 - 8. Number of regular hours
 - 9. If applicable, overtime hours worked each day
 - 10. Written pre-approval of Overtime hours for each occurrence of overtime
 - 11. Timesheet signed by the Contractor's Account Manager or designee
 - 12. Other documentation as required by the Purchasing Entity in the PA or Order.
- B.** After 90 calendar days or 720 hours of work, a Purchasing Entity may hire a Contingent Worker as a permanent employee. This restriction does not apply to payroll only Contingent Workers. The Contingent Worker must comply with the Purchasing Entity's hiring process and elect to accept employment with the Purchasing Entity. Such occurrence will create no further obligation (financial or otherwise) on the part of the Purchasing Entity to the Contractor.

14. ACCOUNT MANAGER

- A.** The Contractor shall designate a single point of contact to serve as the Account Manager for each Purchasing Entity. The Account Manager must be accessible during each business day to receive requests, handle issues, billing, and assist with all inquiries related to providing Temporary Employment Services.
- B.** The Account Manager must acknowledge inquiries within four (4) business hours of receipt, and provide a substantive response within one (1) business day.
- C.** At the request of the Purchasing Entity, the Account Manager shall convene meetings at a required frequency with the Purchasing Entity to review the quality of service provided by the Contractor. Sub-vendors may also be requested to attend a quarterly review meeting.

15. QUALITY REQUIREMENTS

- A.** The Contractor is responsible for conducting periodic quality assurance checks with the Purchasing Entity's point of contact to verify that the Purchasing Entity's requirements are being fulfilled by the candidate. At a minimum, these checks should be completed at the end of the first week of any assignment. The Purchasing Entity may request quality assurance checks at any interval during the term of the candidate's placement.



- B.** The Purchasing Entity reserves the right to request a replacement of any Contingent Worker. If a replacement is required within the first eight (8) hours of service, there will be no charge to the Purchasing Entity. If at any time beyond the initial eight (8) hours of service the Contingent Worker is determined to be unsatisfactory, the Contractor agrees to issue a credit invoice to the Purchasing Entity for the total charges from the point the Purchasing Entity notifies the Contractor to request a replacement.
- C.** In the event any Contingent Worker fails to adhere to the Purchasing Entity's directions or safety, security, or fire regulations, or demonstrates that they are not qualified to perform the required duties, the Purchasing Entity will notify the Contractor, who shall replace the Contingent Worker immediately or as directed by the Purchasing Entity at no cost to the Purchasing Entity, including, but not limited to, training time, background checks, ID badges, etc.
- D.** Such notice and replacement requirements also apply to any Contingent Worker who leaves, for any reason, before the assignment is completed. When a Contingent Worker leaves, at any time, the Contractor shall be responsible for any of the Purchasing Entity's unreturned property such as keys, ID badges, laptops, etc. If such items are not returned to the Purchasing Entity within five (5) business days, the Purchasing Entity shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within ten (10) business days, or as otherwise identified in the PA or Order. If the Contractor has not paid the invoice within ten (10) business days, the Purchasing Entity will have the option to deduct the exact replacement costs from the final invoice.

16. REPORTING

- A.** The Purchasing Entity may request periodic reporting from the Contractor to monitor performance, turnover, Contingent Workers, Sub-vendor networks, compliance, or other outcomes, and the Contractor shall comply. This periodic reporting may include Key Performance Indicators (KPIs) such as average time to acknowledge a Contingent Worker request, average time to fill Contingent Worker requests, average number of candidates submitted for Contingent Worker requests, or other KPIs as required by the Purchasing Entity.
- B.** One (1) week after the conclusion of each quarter, the Contractor shall report to the Purchasing Entity the Number of Contingent Workers per Category provided through Sub-vendor(s) divided by the total number of Contingent Workers. Any values over 80% shall be escalated to the Account Manager and resolved with the Purchasing Entity.

17. MANAGEMENT SYSTEM

At the request of the Purchasing Entity, the Contractor shall develop and maintain a Management System (MS) which shall manage all processes required to provide Contingent Workers, manage placements, collect work hours, consolidate invoices, and provide reports to the Purchasing Entity. This shall be a collaborative platform that allows Purchasing Entities to communicate and coordinate Contingent Worker requests through one platform.

- A.** The Purchasing Entity, Sub-vendors, Contingent Workers, and Contractors shall have uninterrupted access to the MS.
- B.** The MS shall be delivered in a software model that can be accessed via the internet utilizing a standard browser. The MS shall be browser-agnostic. The MS shall be configured specifically for each Purchasing Entity, utilizing business rules, user roles, and internal routing. The MS shall be an extensive application configuration tool that allows new users, vendors, and job information to be added or updated easily.

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- C.** The Contractor shall provide Purchasing Entities with initial setup training and materials on how to use the MS. The Contractor shall also make ongoing training available to Purchasing Entities upon request.
- D.** The MS shall keep the Purchasing Entities updated on the status of the order and facilitate communication between all parties involved in the process. The MS shall utilize standard email applications to notify Purchasing Entities when a request is required or has been completed. The internal clock in the MS shall timestamp all activities and provide reports accordingly.
- E.** The MS must provide all reporting features, including but not limited to, standard reports and ad-hoc reports created through tools accessible and usable by the Purchasing Entities. The Contractor shall ensure that such reports can be created by the Purchasing Entity without specialized knowledge of report programming.
- F.** The MS shall maintain an automated audit trail of all users and administrators that view, edit, transmit, delete, or otherwise modify data within the MS. All data containing PII or sensitive organization information must be encrypted using industry-standard encryption protocols. The Contractor shall also require Multi-Factor Authentication for all users and administrators of the MS.
- G.** The Contractor shall ensure that access to the MS and any associated databases is restricted to authorized personnel whose job functions directly relate to providing Temporary Employment Services to the Purchasing Entity.
- H.** If the Purchasing Entity experiences technical issues within the MS, the Contractor shall resolve the issue within four (4) hours. If a resolution required an extended response time, the Contractor must inform the Purchasing Entity within two (2) hours and provide a timeline for resolution. All system support responses for each Purchasing Entity shall not exceed six (6) hours.
- I.** The MS shall be compliant with the Purchasing Entity's internal IT and Security policies.
- J.** In addition to the above requirements, the MS shall improve efficiency for Purchasing Entity by automating the Contingent Worker process through:
 - 1. Providing a single point for coordination
 - 2. Provide a process to quickly fill positions
 - 3. Consolidation and standardization of the Contingent Worker selection processes
 - 4. Replace paper-intensive, manually managed processes
 - 5. Workflow automation to reduce processing time
 - 6. Transparency and tracking to ensure visibility throughout the process
 - 7. Provide status updates in the MS as actions occur
 - 8. Ability to edit or revise Contingent Worker requests
 - 9. Provide Sub-Vendors with quick access to Contingent Worker requests
 - 10. Flagging Contingent Workers that require special review;
 - 11. Notifications of status updates and reminders for follow-up items
 - 12. Automation of work flows to include routing, review, and approvals
 - 13. Providing additional information on applicants to assist hiring managers with evaluations
 - 14. Tracking of all Contingent Worker assignments for the Purchasing Entity, to include a historic record for previous or completed Contingent Worker assignments
 - 15. Easily customizable for changes in the Purchasing Entity's Process, approvals, or personnel
 - 16. Accommodating multiple and varying work schedules;



17. Streamline the approval and billing process using:
 - a. Pre-established routing for approvals;
 - b. Desktop action list, email notification;
 - c. Automatic approval back-ups for manager absences; and
18. Automate time and expense capture and approval by:
 - a. Reducing audit requirements of the time capture and invoice process;
 - b. Time and attendance tracking
 - c. Providing reporting for Purchasing Entities, including transactional, financial, and performance metrics; and
 - d. Providing usage data immediately after payroll.

18. DATA MANAGEMENT AND SECURITY

- A. The Contractor and its Sub-vendors must maintain the security of the Purchasing Entity and Lead State's data, information, and documents related to providing Temporary Employment Services under this Master Agreement. This includes, but is not limited to, prohibiting unauthorized access, protecting PII, adhering to applicable state, local, and federal laws, adhering to requirements identified by the Purchasing Entity, and maintaining industry standards and best practices for data management and security.
- B. The Contractor, Contingent Workers, and Sub-vendors shall ensure that all data and documents provided by the Purchasing Entity are restricted to authorized personnel only, whose job functions directly relate to the Temporary Employment Services contemplated under this Master Agreement.
- C. As required by the Purchasing Entity, the Contractor shall ensure that no data is stored, accessed, or processed outside of the United States.
- D. The Contractor shall immediately notify the Purchasing Entity and Lead State as soon as possible, but no later than twenty-four (24) hours after the discovery of a suspected or confirmed Data Breach.
 1. Within forty-eight (48) hours of the initial notification, the Contractor shall provide a written report detailing the nature the breach, the specific data involved, and the number of effected individuals.
 2. The Contractor shall develop a remediation plan to include, but not limited to, notification, corrective action, and credit monitoring services for affected individuals for a period of no less than one (1) year, and any other requirements as identified by law.
 3. The Contractor shall be responsible for all costs associated with the response and remediation of a suspected or confirmed Data Breach.
- E. The Contractor is responsible for the Sub-vendor's compliance with all requirements contemplated in this section.

19. CONTINUITY OF SERVICES

- A. All documents and data pertaining to the work of Contingent Workers placed under this Master Agreement shall be property of the Purchasing Entity and must be delivered to the Purchasing Entity upon its request at any time, and within sixty (60) days after the expiration or termination of this Contract, PA or Order, and without restriction or limitation to their future use. Any documents or data returned under this section must either be in the format as originally provided, in a format that is readily usable by the Purchasing Entity, or formatted in a way that can be used.



- B.** The Contractor recognizes that the Temporary Employment Services performed under this Master Agreement are vital to the Purchasing Entity and must be continued without interruption. Upon expiration or termination of this Master Agreement, PA or Order, a successor; either the Purchasing Entity or another Contractor, may continue these services. The Contractor agrees to effectively cooperate to ensure orderly and efficient transition to a successor. This may include, but is not limited to, attending meetings, providing documents, providing personnel, and developing or participating in a phase-in or phase-out plan with the successor and Purchasing Entity.
- C.** Unless otherwise identified in a PA or Order, the Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

20. CERTIFICATION

At no additional cost and pursuant to the Participating Entity's Participating Addendum, Contractor shall adhere to all laws and regulations, including but not limited to certification of Contractor, Contractor employees or staff, Sub-Vendors, Contingent Workers, etc.

21. PRICING

- A.** Pricing for this Contract shall be determined by the MSP Markup. The Contractor's MSP Markup is a not-to-exceed maximum percentage identified in Attachment I, Cost Proposal. The Contractor's MSP Markup may be negotiated at a lower percentage. The MSP Markup shall be fixed for the life of the Contract, including any renewal periods. The Contractor shall not charge any other fee, besides the MSP Markup, to the Purchasing Entity.
- B.** The percentage of MSP Markup is multiplied by the Pay Rate to calculate the cost for the Contractor's MSP expenses. The Pay Rate for the Contingent Worker is paid to the Sub-vendor, should a Sub-vendor be utilized. The Purchasing Entity's cost for the Contingent Worker is determined by the Bill Rate, which is detailed below:

$$\text{Bill Rate} = (\text{MSP Markup} \times \text{Pay Rate}) + \text{Pay Rate}$$

- C.** The Pay Rate is a not-to-exceed maximum hourly rate which is determined by the current 75th percentile wage of the BLS OES Mean Hourly Wage for the specific Metropolitan Statistical Area (MSA). The current BLS OES Mean Hourly Wage by MSA can be found on the BLS website: <https://www.bls.gov/oes/current/oesrcma.htm>.
 - 1. For any occupations without an Hourly 75th Percentile wage calculated, the ceiling for the Pay Rate shall be determined by dividing the Annual 75th Percentile Wage by 2,080.
- D.** If the Contingent Worker is a direct referral from the Purchasing Entity, the Contractor shall charge the reduced "Payroll Only MSP Markup" as identified in Attachment I, Cost Proposal, instead of the standard markup.

22. BILLING AND INVOICING

- A.** The Contractor shall provide one consolidated invoice to the Purchasing Entity, even if multiple Sub-vendors are used. The Purchasing Entity shall not be responsible for making direct payments to a Sub-vendor.
- B.** At a minimum, invoices must contain the following information, either with the invoice or as an attachment:

**Request for Proposals for
Temporary Employment Services**

Issued by the **State of New Mexico**
Solicitation Number 60-00000-26-00092



1. Master Agreement number and any other unique Participating Addendum identification number assigned by the Purchasing Entity
2. Contractor name and address
3. Contractor Account Manager name and contact information
4. Purchasing Entity name and address
5. Order or requisition number
6. Invoice Number
7. Date of invoice
8. Invoice period
9. Description of Temporary Employment Services provided
10. Contingent Worker name
11. Bill Rate calculation for each Contingent Worker and line item
12. Contingent Worker Hours worked
13. Contingent Worker Overtime, and approval for Overtime Breakdown of Bill Rate, Pay Rate, and MSP Markup for each line item
14. Total amount due for the invoice period
15. Additional documentation as requested by the Purchasing Entity