DEPARTMENT OF HEALTH

REQUEST FOR PROPOSALS (RFP)

Marketing

RFP#
00-66500-22-DOH042022

Tuesday April 26, 2022

Friday May 27, 2022
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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of advertising agency services to promote State of New Mexico Department of Health (NMDOH) initiatives.

B. BACKGROUND INFORMATION

This section provides background on NMDOH and the operating environment of the Agency/Department that may be helpful to the Offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete exhaustive description. NMDOH is seeking a local, full-service advertising agency that can help NMDOH to evolve strategically and creatively to build awareness. This includes media buying and creative production. Add historical budget expenditures for offeror’s reference of scale as replacement for exact budget below.

C. SCOPE OF PROCUREMENT

In collaboration with NMDOH, the Contractor will be responsible for conducting research that informs creative and website development, production, trafficking/distribution, media placement, and ongoing collaboration, strategy, and account services for NMDOH to fulfill its mission to **work with partners to ensure health equity, promote health and well-being and improve health outcomes for all people in New Mexico.**

This procurement will be executed for a term not to exceed four (4) years. Annual budget for this procurement will be determined by offeror’s cost proposal detailing recommended advertising campaigns, related initiatives and multi-media purchases necessary to meet identified goals. Funds allocated will be subject to annual budget appropriation and availability. Annual expenses for marketing related development and execution in the three years prior to the COVID-19 pandemic were approximately $200,000. For the two years during the COVID-19 public health emergency, annual expenses for marketing related development and execution were approximately $11 million. In general, the Department is looking for an offeror who has the capability to develop and execute a strategic marketing plan in the $2,000,000 - $10,000,000 range.

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

D. PROCUREMENT MANAGER

The Department of Health has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:
1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the Agency.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

### E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

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

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

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

4. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

5. "**Central purchasing office**" means that office within a state Agency or a local public body responsible for the control of procurement of items of tangible personal property, services or construction. "Central purchasing office" includes the purchasing division of the general services department.

6. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

7. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel
Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is not confidential financial information or that qualifies under the Uniform Trade Secrets Act.

8. “Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

9. “Contractor” means any business having a contract with a state Agency or local public body.

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

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

12. “Electronic Version/Copy” means a digital form consisting of text, images or both, readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form must be submitted using a USB FLASH DRIVE. The electronic version/copy CANNOT be emailed.

13. “Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

14. “Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

15. “Final Award” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

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

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

18. “IT” means Information Technology.

19. “Mandatory” – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
20. “Minor Irregularities” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

21. “Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

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

23. “Price Agreement” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state Agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

24. “Procurement Manager” means any person or designee authorized by a state Agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

25. “Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

26. “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.

27. “Redacted” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

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

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

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

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

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

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

34. “State Agency” means any department, commission, council, board, committee, institution, legislative body, Agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State Agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.

35. “State Purchasing Agent” means the Director of the Purchasing Division of the General Services Department.

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

37. “Social Vulnerability Index (SVI)” refers to the potential negative effects on communities caused by external stresses on human health. Such stresses include natural or human-caused disasters, or disease outbreaks. The Centers for Disease Control and Agency for Toxic Substances and Disease Registry uses 15 U.S. census variables to help local officials identify communities that may need support before, during, or after disasters. Reducing social vulnerability can decrease both human suffering and economic loss.

38. “Unredacted” means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

39. “Written” means typewritten on standard 8 ½” x 11” paper. Larger paper is permissible for charts, spreadsheets, etc.
F. PROCUREMENT LIBRARY
A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://nmhealth.org/publication/rfp/

Other relevant links:
https://www.nmhealth.org/
https://cv.nmhealth.org/
https://www.facebook.com/nmdoh

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Due Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>Agency</td>
<td>4/26/22</td>
</tr>
<tr>
<td>2. Acknowledgement of Receipt Form</td>
<td>Potential Offerors</td>
<td>5/6/22</td>
</tr>
<tr>
<td>3. Deadline to submit Written Questions</td>
<td>Potential Offerors</td>
<td>5/9/22</td>
</tr>
<tr>
<td>4. Response to Written Questions</td>
<td>Procurement Manager</td>
<td>5/10/22</td>
</tr>
<tr>
<td>5. Submission of Proposal</td>
<td>Potential Offerors</td>
<td>5/27/22</td>
</tr>
<tr>
<td>7. Selection of Finalists</td>
<td>Evaluation Committee</td>
<td>6/7/22</td>
</tr>
<tr>
<td>8. Best and Final Offers</td>
<td>Finalist Offerors</td>
<td>6/8/22</td>
</tr>
<tr>
<td>9. Oral Presentation(s)</td>
<td>Finalist Offerors</td>
<td>TBD</td>
</tr>
<tr>
<td>10. Finalize Contractual Agreements</td>
<td>Agency/Finalist Offerors</td>
<td>6/10/22 to 6/15/22</td>
</tr>
<tr>
<td>11. Contract Awards</td>
<td>Agency/ Finalist Offerors</td>
<td>7/22/2022</td>
</tr>
<tr>
<td>12. Protest Deadline</td>
<td>Agency</td>
<td>+15 days</td>
</tr>
</tbody>
</table>

*Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.
B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico, Department of Health on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, Gabriel Aragon Gabriel.Aragon2@state.nm.us, to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 3:00 pm MST/MDT on the date indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror’s representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00 MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to: https://nmhealth.org/publication/rfp/

5. Submission of Proposal
A. ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON MAY 27, 2022. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

B. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the <Enter RFP Number and Name>. Proposals submitted by facsimile, or other electronic means will not be accepted.

C. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state Agency signature on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be comprised of those Offerors receiving the highest cumulative scores in the Sections IV.A Detailed Scope of Work and IV.B Technical Specifications. with special attention paid to Section IV.A.1.e. and Section IV.B.3. Mandatory Specifications.

8. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror’s oral presentation.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events,
or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (GoToMeeting, Zoom, etc.). The Agency will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and the Agency.

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

Upon receipt of the signed contractual agreement, the Agency’s Central Purchasing Office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The fifteen (15) calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Roy McDonald  
Chief Procurement Officer  
Harrold Runnels Building  
Santa Fe, NM 87505

Mailing Address: P.O. Box 26110  
Santa Fe, New Mexico 87502-6110

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.
C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the Agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

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

6. Offeror’s Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror’s duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.
7. **Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. **Disclosure of Proposal Contents**

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. **Proprietary and Confidential information is restricted to:**
   1. confidential financial information concerning the Offeror’s organization; and
   2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.

b. An additional but separate redacted version of Offeror’s proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal.

**IMPORTANT:** The price of products offered, or the cost of services proposed, **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. **No Obligation**

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror’s services until a valid written contract is awarded and approved by appropriate authorities.

10. **Termination**

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

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

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror’s concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

A. The contract between an Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting Agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror’s proposal will be incorporated into and become part of any resultant contract.

B. The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

C. Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror’s terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror’s proposal.
D. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

E. If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

16. 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. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror’s proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

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

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror’s proposal.

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

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

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).
27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the Agency, the Offeror acknowledges that the version maintained by the Agency shall govern. Please refer to: https://nmhealth.org/publication/rfp/

28. New Mexico Employees Health Coverage

A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

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

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information https://bewellnm.com.

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

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.

30. Letter of Transmittal

Offeror’s proposal must be accompanied by an unaltered Letter of Transmittal Form (APPENDIX E), which must be completed and signed by the individual authorized to contractually obligate the company, identified in #2 below. DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK (N/A, None, does not apply, etc. are acceptable responses).
The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror’s organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror’s proposal content (A response to B and/or C is only required if the responses differs from the individual identified in A);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided and acknowledging (a) the organization’s acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror’s disqualification.

31. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state Agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state Agency or local public body;

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   i. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
   ii. violation of Federal or state antitrust statutes related to the submission of offers; or
   iii. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
   i. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   ii. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
   iii. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state Agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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

32. New Mexico Preferences

The New Mexico Preferences shall not apply because the expenditures for this RFP includes federal funds.
III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror’s proposal must be clearly labeled and numbered and indexed as outlined in Section III.C. Proposal Format. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

a) Technical Proposals – One (1) ORIGINAL, one (1) HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders/electronics. The electronic version/copy **CANNOT** be emailed.

   i. Proposals containing confidential information **must** be submitted as two separate binders:
      - **Unredacted** version for evaluation purposes
      - **Redacted** version (information blacked out and not omitted or removed) for the public file

b) Cost Proposals – One (1) ORIGINAL, one (1) HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders/electronics from the Technical Proposals. The **electronic copy** **CANNOT** be emailed.

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted USB**, one (1) **redacted USB**). The **electronic version** **CANNOT** be emailed.

The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and Section III.C.1 Response Format and Organization, may be deemed non-responsive and rejected on that basis.
Both the electronic submission and the original proposal must be received no later than the time and date indicated in Section II.B.6.A.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:
Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and electronic copy proposals and proposals submitted via USB:

1. Proposal Content and Organization

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

   Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL:
   A. Signed Letter of Transmittal
   B. Signed Campaign Contribution Form
   C. Table of Contents
   D. Proposal Summary (Optional)
   E. Response to Contract Terms and Conditions (from Section II.C.15)
   F. Offeror’s Additional Terms and Conditions (from Section II.C.16)
   G. Response to Specifications (except Cost information which shall be included ONLY in Cost Proposal/Binder 2)
      1. Organizational Experience
      2. Organizational References
      3. Oral Presentation (if applicable)
      4. Mandatory Specification
      5. Desirable Specification
      6. Financial Stability –(Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the Confidential Information file, per Section II.B.1.a.i or Section II.B.2.a.i, as applicable)
      7. Performance Surety Bond (if applicable)
      8. New Mexico Preferences (if applicable)
   H. Other Supporting Material (if applicable)

   Cost Proposal:
   1. Completed Cost Response Form (APPENDIX D)
Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror’s Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

**IV. SPECIFICATIONS**

**A. DETAILED SCOPE OF WORK**

In collaboration with the New Mexico Department of Health (NMDOH), the Contractor shall perform the following Scope of Work for the purposes of fulfilling the Department’s mission of working with our partners to ensure health equity, promote health and well-being and improve health outcomes for all people in New Mexico.

1. **Integrated Advertising Campaign and Comprehensive Media**
   a. Contractor is responsible for the creative development, production, trafficking, distribution, media placement, and ongoing collaboration, strategy, and account services to shift public perception of NMDOH, to increase awareness of, enrollment in, and engagement with programs and services offered by the Department that improve public health in New Mexico.
   b. Contractor shall conduct research to define a baseline for public health in New Mexico that will inform campaign strategy and serve as the point of reference for evaluating the effectiveness of marketing campaigns by pre-determining key performance indicators for measuring and reporting campaign results, health outcomes, and return on investment.
   c. Contractor shall reference the situation analysis as presented by research data to identify segments of New Mexico’s population for the purposes of developing strategic, targeted, integrated marketing campaigns with recommended messaging and media mix to include channels and frequency for a variety of audiences by attributes including but not limited to demographic, geographic, psychographic, profession, and health profile.
   d. Contractor shall employ marketing strategies using both traditional and new media elements, including but not limited to, print, broadcast television, streaming/connected television, radio, out-of-home, digital display, online video, digital native content, paid social media, specialized app environments, programmatic advertising, strategic marketing partnerships, podcasts, influencer campaigns, and experiential marketing.
   e. Contractor shall develop the following advertising creative and/or media plans, in consultation with NMDOH leadership and proprietary research studies:
SVI Market Plan: Niche campaign that addresses New Mexicans who fall within the definitions of the Social Vulnerability Index with the goal of increasing participation in safety net services offered by NMDOH.

Health Equity Market Plan: Niche campaign that addresses black, indigenous, people of color (BIPOC) individuals of New Mexico with the goal of increasing trust in healthcare providers as measured by engagement with services offered by NMDOH.

Holistic Market Plan: Holistic, integrated, branded campaign guided by the Strategic Health Improvement Plan (SHIP) and findings of public health research studies with the goal of increasing the number of New Mexicans served by NMDOH across all divisions.

Additional needs large and small may arise over the course of this agreement. Associated strategy, production, campaigns, initiatives, etc. beyond those stated in IV.A.1.e.i-iii above, may be quoted separately and covered under this agreement.

f. Contractor shall create plan and structure for redeveloping website including enhanced user interface and integration of COVID-19 microsite. Include:
   i. Design of one singular, integrated, web-based application to house data, projects, tasks, and overall workflow
   ii. Industry partner and media/public relations portal, customer marketing, business analysis, forecasting, and reporting tools
   iii. Annual support retainer for training and technical assistance
   iv. Ongoing project and maintenance management
   v. Search engine optimization and management

2. Agency Collaboration
   a. Contractor shall be available upon reasonable notice to plan and review work in progress under the terms of this Agreement.
   b. Contractor shall coordinate with NMDOH Director of Marketing and related staff to develop campaigns that align with the Division’s overall marketing strategy and support the Department’s mission.
   c. Contractor shall collaborate with NMDOH and third-party contractors, as requested or required, in the development of strategic plans that integrate advertising campaigns, activities, and other initiatives including but not limited to legislative, media, and public relations.
   d. Contractor will, at the request of NMDOH, assist in preparing and presenting the Department’s advertising objectives, strategic plans, and creative direction to key stakeholders including industry partners, NM legislative committees, and public forums. Travel expenses associated with planning or presentations are the responsibility of the Contractor.
   e. Contractor may provide value-added services to NMDOH beyond those expressly identified in this Agreement when necessary and as requested by NMDOH.

3. Budget Tracking
Contractor shall submit to NMDOH a budget tracker showing a detailed breakdown of all production and media budgets, including amounts committed to date and amounts billed to date, no later than the tenth (10th) day of each month. Failure to provide an updated budget tracker each month may result in the delay of future payments. Contractor shall provide NMDOH with
a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line-item detail with any variance versus actuals, explained thoroughly.

4. Creative Production Requirements
   a. Contractor shall develop brand with associated guidelines denoting accurate logo use, color palette, and select font family for unified look, feel, and tone of communications across all NMDOH divisions.
   b. Contractor shall develop, design, and produce creative:
      i. Content for various media types, for use in broadcast, print, and digital placements, including written and creative materials.
      ii. Advertising copy, layouts, designs, video, artwork for print, broadcast, radio, out-of-home, interactive, audiovisual and online media.
   c. Contractor shall collaborate with NMDOH staff and contractors upon request.
   d. Contractor shall deliver such material timely to NMDOH for approval, and then to advertising media, printer, broadcaster, internet provider or producer upon approval. Creative design and production include but are not limited to promotions and other projects as deemed necessary by NMDOH. Before releasing any material, including all forms of advertisement, to the media, Contractor must obtain approval for all final layouts, copy or artwork from NMDOH. Final material shall be submitted to NMDOH for approval at least two business days in advance of release date.
   e. Contractor shall provide graphic design services to support related efforts, disseminate creative, posting and scheduling as requested by NMDOH.

5. Advertising and Media Buy Requirements
   Contractor shall arrange for all media to be billed according to its own net cost of time or space. Such bills shall be paid from funds allocated for media buys. Contractor is responsible for placing written orders for time or space in advertising media and maintaining the records of all insertion orders, tear sheets, invoices, and all other billing information for a minimum of three (3) years.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience
   Offeror must:
   a) provide a brief description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of marketing services; and
   b) provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel are identified as anyone with whom Agency will have direct contact and communication for handling day to day
processes. Offeror must include key personnel education, work experience, relevant/applicable certifications/licenses.

c) describe at least two project examples that demonstrate Offerors’ success in a similar arena.

2. Organizational References

Offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

a) Business/Organization name;
b) Project description;
c) Project dates (starting and ending);
d) Client project manager name, telephone number, and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror. It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. Mandatory Specification

a. Propose a sample marketing plan that leverages data collected by the Department’s COVID-19 vaccine registration tool to identify target audiences and connect them with healthcare resources with the goal of improving overall health outcomes.

b. Leverage the online public dashboard to measure prioritized health outcomes as determined by the State Health Improvement Plan (SHIP) (located at https://www.nmhealth.org/publication/view/plan/5311). Design a data-driven sample campaign for reducing diabetes among New Mexicans that addresses inherent disparities. Suggest related graphic design elements, multi-media channel placement, and key performance indicators (KPIs) for measuring impact.
c. Develop cooperative marketing program that engages internal division programs as well as local, community-based organizations and healthcare partners to deliver on a consistent brand experience.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

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

2. Letter of Transmittal Form

The Offeror’s proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror’s disqualification.

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.

4. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

5. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by the formula in section V. Evaluation B.1.B.1
V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<table>
<thead>
<tr>
<th>Evaluation Factors</th>
<th>Points Available</th>
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<tbody>
<tr>
<td><strong>B. 1 and 2 Technical Specifications</strong></td>
<td></td>
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<tr>
<td>B. 1. Organizational Experience</td>
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<tr>
<td>B. 2. Organizational References</td>
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<tr>
<td><strong>B. 3 Mandatory Specifications</strong></td>
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</tr>
<tr>
<td>B.3.a Plan to utilize vaccine registration tool</td>
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</tr>
<tr>
<td>B.3.b Sample diabetes campaign</td>
<td>200</td>
</tr>
<tr>
<td>B.3.c Cooperative marketing plan</td>
<td>200</td>
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<tr>
<td><strong>C. Business Specifications</strong></td>
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<tr>
<td>C.1. Financial Stability</td>
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<tr>
<td>C.2. Letter Of Transmittal Form</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.3. Campaign Contribution Disclosure Form</td>
<td>Pass/Fail</td>
</tr>
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<td>C.4. Oral Presentations</td>
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<td>C.5. Cost</td>
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<td>NM Resident Business Preference (5%) or NM Resident Veteran Business Preference (10%)</td>
<td>5% bonus = 50 10% bonus = 100</td>
</tr>
</tbody>
</table>

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

B.1 Organizational Experience (See Evaluation Factors Table 1)
Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror’s candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

B.2 Organizational References (See Evaluation Factors Table 1)
Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to $\frac{1}{3}$ of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

B.3 Mandatory Specifications

a. Propose comprehensive plan to utilize vaccine registration tool that will increase access across the state for COVID-19 and non-COVID related health outcomes.

b. Leverage the online public dashboard to measure prioritized health outcomes as determined by the State Health Improvement Plan (SHIP) (located at https://www.nmhealth.org/publication/view/plan/5311), to design a data-driven sample campaign for reducing diabetes among New Mexicans, with an emphasis on health equity, with related graphic design elements, multi-media channel placement, and key performance indicators (KPIs) for measuring impact. This will inform actual campaign design and implementation.

c. Develop cooperative marketing program that engages internal division programs as well as local, community-based organizations and healthcare partners to deliver on a consistent brand experience that will affect public health outcomes.

C.1 Financial Stability (See Evaluation Factors Table 1)
Pass/Fail only. No points assigned.

C.2 Letter of Transmittal (See Evaluation Factors Table 1)
Pass/Fail only. No points assigned.

C.3 Campaign Contribution Disclosure Form (See Evaluation Factors Table 1)
Pass/Fail only. No points assigned.

C.4 Oral Presentation (See Evaluation Factors Table 1)
Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters.
and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor

C.5 Cost (See Evaluation Factors Table 1)

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

Lowest Responsive Offeror’s Cost
---------------------------------------- X Available Award Points
Each Offeror’s Cost

The Total Estimated Campaign Budget in the Cost Response form will be used for the offeror’s cost for the evaluation of each Offeror’s Cost Proposal.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM
APPENDIX A

REQUEST FOR PROPOSAL

Marketing
00-66500-22-DOH042022

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 3:00PM May 6, 2022. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX F.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: ____________________________________________________________

CONTACT NAME: __________________________________________________________

TITLE: __________________________ PHONE NO.: ______________________

E-MAIL: ________________________________________________________________

ADDRESS: ___________________________________________________________________

CITY: __________________________ STATE: ________ ZIP CODE: _____________

Submit Acknowledgement of Receipt Form to:
To: Gabriel Aragon
E-mail: Gabriel.Aragon2@state.nm.us
Subject Line: Marketing 00-66500-22-DOH042022
APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled 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 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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

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

The following definitions apply:

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

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

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

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: ______________________________________________________

Relation to Prospective Contractor: ____________________________________________

Date Contribution(s) Made: __________________________________________________

Amount(s) of Contribution(s) ________________________________________________

Nature of Contribution(s) ____________________________________________________
Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature  Date

Title (position)

--OR--

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

Signature  Date

Title (Position)
APPENDIX C

DRAFT CONTRACT

Will insert once SOW has been deemed Professional or General
APPENDIX D
COST RESPONSE FORM

See excel cost response form
APPENDIX E

LETTER OF TRANSMITTAL FORM
APPENDIX E
Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE
DISQUALIFICATION OF OFFEROR’S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!
(N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 00-66500-22-DOH042022

1. Identify the following information for the submitting organization:

<table>
<thead>
<tr>
<th>Offeror Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>FED ID#</td>
<td></td>
</tr>
<tr>
<td>NM CRS#</td>
<td></td>
</tr>
</tbody>
</table>

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractually Obligate</td>
<td>Negotiate*</td>
<td>Clarify/Respond to Queries*</td>
</tr>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns.
If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):
   ____ No subcontractors will be used in the performance of any resultant contract, OR
   ____ The following subcontractors will be used in the performance of any resultant contract:

   (Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

   (Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

__________________________________________________________
Authorized Signature and Date (Must be signed by the individual identified in item #2.A, above.)
APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror’s experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror’s ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Gabriel Aragon Gabriel.Aragon2@state.nm.us by Friday May 27, 2022 MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.
RFP # 00-66500-22-DOH042022

ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

______________________________
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the State of New Mexico, Department of Health via e-mail at:

Name: Gabriel Aragon
Email: Gabriel.Aragon2@state.nm.us

Forms must be submitted no later than Friday May 27, 2022 2:00PM, and must not be returned to the organization requesting the reference. References are strongly encouraged to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager at Gabriel Aragon Gabriel.Aragon2@state.nm.us. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

<table>
<thead>
<tr>
<th>Organization providing reference</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact name and title/position</td>
<td></td>
</tr>
<tr>
<td>Contact telephone number(s)</td>
<td></td>
</tr>
<tr>
<td>Contact e-mail address</td>
<td></td>
</tr>
<tr>
<td>Project description</td>
<td></td>
</tr>
<tr>
<td>Project dates (start and end dates)</td>
<td></td>
</tr>
</tbody>
</table>

Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
   COMMENTS:

2. How would you rate this firm's knowledge and expertise?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)
   COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?
6. Who are/were the vendor’s principal representatives involved in your project and how would you rate them individually? Would you please comment on the skills, knowledge, behaviors or other factors on which you based the rating?

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   COMMENTS:

   Name: ____________________________ Rating: __________
   Name: ____________________________ Rating: __________
   Name: ____________________________ Rating: __________
   Name: ____________________________ Rating: __________
   COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

   COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

   COMMENTS:
9. With which aspect(s) of this vendor's services are/were you least satisfied?
   COMMENTS:

10. Would you recommend this vendor's services to your organization again?
    COMMENTS: