

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**Professional Services  
REQUEST FOR PROPOSALS (RFP)**

**Marketing Campaign for New Mexico's Housing Assistance  
Programs**



**RFP#  
21-341-22-16721**

**Issuance Date: November 10, 2021**

**Due Date: November 30, 2021**

**Electronic Only Proposal Submission**

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# **I. INTRODUCTION**

## ***A. Purpose of This Request for Proposals***

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the procurement of a statewide marketing campaign for the State of New Mexico’s housing assistance programs. On behalf of the State of New Mexico the Department of Finance and Administration (“DFA”) is seeking an Offeror that can develop and manage an effective statewide marketing, advertising, and outreach campaign to promote the State’s Homeowner Assistance Fund (“HAF”) and Emergency Rental Assistance Program (“ERAP”). DFA may receive additional funding for additional programs in the future at which the statewide marketing campaign requested in this RFP will also promote. Additionally, the Offeror awarded a contract must be able to provide day-to-day campaign management oversight and develop and deploy adaptation strategies as the campaign progresses – especially with hard-to-reach populations across New Mexico.

## ***B. Background Information***

The COVID-19 pandemic has had unprecedented, widespread impacts on households across America. Many people lost their jobs or are experiencing serious financial hardships leaving families unable to pay their rent, mortgage, or other housing-related expenses. In response, the U.S. Treasury has made billions of dollars available to state, local, and tribal government agencies to provide emergency financial assistance to qualifying households.

The State of New Mexico received \$170 million to assist renters with back, current, and future rent and other housing-related expenses and over \$55 million to assist homeowners with mortgage delinquencies, foreclosure prevention and defense, and utility assistance. The Homeowner Assistance Fund primarily managed by the Mortgage Finance Authority (“MFA”) and the Emergency Rental Assistance Program primarily managed by DFA were created to distribute these funds to eligible New Mexicans.

To increase awareness of the State’s programs and the assistance they provide, DFA is seeking a statewide campaign reaching New Mexico’s diverse population including hard-to-reach communities or communities not reached through traditional media.

## ***C. Scope of Procurement***

DFA is seeking a contractor that can develop and manage an effective statewide marketing, advertising, and outreach campaign to promote its housing assistance programs. The statewide campaign will consist of ERAP and HAF and may promote future housing programs if funding becomes available. Offerors must be able to commit to managing a multi-year campaign not to exceed four (4) years.

The resulting contract will be a single award between two parties; the contract may ONLY be used by those two parties exclusively. This procurement is being conducted according to Procurement Standards 2 CFR Part 200.317 – 200.326

The term of the contract resulting from this procurement shall be for four (4) calendar years. In no case will the contract exceed a total of four (4) calendar years.

## ***D. Scope of Work***

### **1. Market Research and Strategic Marketing Plan:**

Develop a customized Strategic Marketing Plan with brand initiatives to create public awareness and drive participation in the State's housing assistance programs. The plan should be based on industry standard research and analysis which identifies the target population, determines market trends and conditions, includes current awareness of HAF and ERAP, describes what media formats and placements are recommended, provides measurable marketing objectives, and expected outcomes, and recommends cost-effective strategies for reaching the target population.

The Agency reserves the right to adjust the Strategic Marketing Plan as the campaign progresses. The Strategic Marketing Plan will be approved by the Agency prior to implementation.

### **2. Campaign Design and Production:**

Design and produce a statewide marketing campaign. The design should be easy to recognize and understand the opportunities the State's programs provide. Produce and recommend advertising messages and slogans in line with the approved Strategic Marketing Plan. Develop effective creative strategies to reach and engage the target population.

Materials should be culturally sensitive to New Mexico's diverse population and include appropriate language alternatives.

### **3. Advertising Schedule and Placement:**

Promote public awareness of the statewide campaign to encourage public participation. Produce and implement a statewide advertising schedule approved by the Agency. The advertising schedule should identify promotional opportunities, areas that may be negotiated, bonus spots, budget savings, and any expected earned media. The Offeror awarded a contract will be responsible for all elements associated with media placement including identification of appropriate vendor, placement negotiation, trafficking, analytics collection, and collation of affidavits and/or tear -sheets. Advertising costs should be in accordance with the Agency approved Strategic Marketing Plan and Campaign Budget to produce the maximum effectiveness for each dollar expended. Advertisements should include a mix of media formats (print, television, radio, internet, grassroots, etc.) and ensure hard-to-reach communities or communities not reached through traditional media receive the message. Advertisements should be produced in languages specific to the targeted population within New Mexico. Generic translation services are not allowed. Translations must be of high quality and convey the original tone and intent of the message while considering cultural and regional differences. The Offeror awarded a contractor will be responsible for quality assurance of each translation.

### **4. Website Development and Launch, Technical Support, and Monthly Maintenance:**

Design and produce a cloud-based website for the statewide campaign. The website should be user and mobile friendly that does not utilize Adobe Flash Player. The website should contain a storage capacity of up to one terabyte. The website must meet industry standards for hosting a government website. The website may require 10-20 unique pages and multiple hyperlinks. The Offeror awarded a contract will work with Agency staff on design and content. Provide technical support and maintenance as required. The website should be available and operational 99.99% of the time; updates and maintenance should have little to no impact on website availability.

Agency will test and approve website prior to launch. Provide training on updating website content to Agency staff.

5. Outreach and Earned Media Services:

Amplify impact of advertising by providing consistent outreach activities with state, local and non-profit entities across New Mexico. In addition to providing outreach materials to these entities, collaborate with organizations to develop and capitalize on local grass roots connections with intended audiences. Create and/or respond to earned media opportunities that will benefit the overall campaign objectives. This includes both proactive and reactive media strategies with local, state, and national media outlets. Outreach and earned media activities should be coordinated in advance with the Agency.

6. Campaign Management Oversight and Support:

Provide day-to-day campaign management oversight and support for the statewide campaign. Participate and/or lead status meetings, strategy sessions, meetings with partners, collaborators, and internal staff, as requested by the Agency. Provide operating advice and assistance to the Agency throughout the campaign process as requested.

7. Campaign Objectives and Outcomes:

Monitor the effectiveness of the statewide campaign as agreed upon in the Strategic Marketing Plan approved by the Agency. Submit quarterly reports to the Agency by the 10<sup>th</sup> calendar day of each quarter end. Quarter end reporting periods are September 30<sup>th</sup>, December 31<sup>st</sup>, March 31<sup>st</sup>, and June 30<sup>th</sup>. Quarterly reports should identify the agreed upon objectives, outcomes received, website traffic, and recommended campaign adjustments, if any.

## *E. Definition of Terminology*

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

1. **“Agency”** means the Department of Finance and Administration (DFA).
2. **“Award”** means the final execution of the agreement document.
3. **“Business Hours”** means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. **“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 Action.

5. **"Contractor"** means any business having a contract with a state agency or local public body.
6. **"Desirable"** – the terms "may", "can", "should", "preferably", or "prefers" to identify a desirable or discretionary item or factor (as opposed to "Mandatory").
7. **"Determination"** means the written documentation 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.
8. **"Electronic Submission"** means a successful submittal of Offeror's proposal.
9. **"Electronic Version/Copy"** means a digital form consisting of text, images or both readable on computers and other electronic devices that includes all proposal contents. The electronic version/copy can NOT be emailed.
10. **"Evaluation Committee"** means a body appointed by Agency management to perform the evaluation of Offerors' proposals.
11. **"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.
12. **"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.
13. **"Finalist"** means an Offeror and/or Offerors who meet 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.
14. **"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.
15. **"Key Personnel"** means the staff provided by a contractor or a subcontractor. Key Personnel will include, at a minimum, the Offeror's executive responsible for the performance of the agreement, administrative staff, and staff members providing direct services.
16. **"Mandatory"** – mean the terms **"must"**, **"shall"**, **"will"**, **"is required"**, or **"are required"**, identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.
17. **"Minor Irregularities"** means anything in the proposal that does not affect the price, quality, and quantity or any other mandatory requirement.
18. **"Offeror"** means any person, corporation or partnership who chooses to submit a proposal.

19. **“Procurement Distribution List”** means the list of potential Offerors whom, by returning the most currently required “Acknowledgement of Receipt Form” (concerning the latest communication regarding a procurement), wish to continue to be notified of any subsequent changes regarding that procurement. This list is maintained by the Procurement Manager.
20. **“Procurement Manager”** means the person or designee authorized by the state agency or local public body to enter or administer contracts and make written determinations with respect thereto.
21. **“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.
22. **“Request for Proposals” or “RFP”** means all documents, including those documents attached or incorporated by reference, used for soliciting proposals.
23. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services described in the proposal.
24. **“Responsive Offer”** 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.
25. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror’s company.
26. **“State (the State)”** means the State of New Mexico.
27. **“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.
28. **“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 Offeror’s proposal. (E.g., “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)
29. **“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 the evaluations.



## ***F. Procurement Manager***

The Agency has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name and email address are listed below:

Name: Jose Montano, Procurement Manager  
Department of Finance and Administration  
Email: [JoseM.Montano@state.nm.us](mailto:JoseM.Montano@state.nm.us)

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 DFA.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.10.** 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.

## ***G. Proposal Electronic Submission***

Submissions of all proposals must be accomplished via electronic submission as follows: send an email to Procurement Manager, notifying that the Offeror is ready to submit a proposal. The Procurement Manager will then email you a secured link to upload the documents.

## ***H. 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:

Interested Offerors who wish to review the current ERAP website may go to <https://www.renthelpnm.org> and <https://www.housingnm.org/new-mexico-homeowner-assistance-fund> for more information regarding the HAF.

Electronic version of the RFP, questions and answers, RFP amendments, etc. can be found at: <https://www.nmdfa.state.nm.us/office-of-the-secretary/emergency-rental-assistance-program/>

## 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:

Action	Responsible Party	Due Dates
1. Issue RFP	Agency	November 10, 2021
2. Acknowledgement of Receipt Form	Potential Offerors	November 15, 2021 Close of Business
3. Deadline to submit Written Questions	Potential Offerors	November 15, 2021 Close of Business
4. Response to Written Questions	Procurement Manager	November 18, 2021
<b>5. <i>Submission of Proposal</i></b>	<b><i>Potential Offerors</i></b>	<b><i>November 30, 2021 3:00PM MDT</i></b>
6.* Proposal Evaluation	Evaluation Committee	December 1-8, 2021
7.* Selection of Finalists	Evaluation Committee	December 9, 2021
8.* Finalize Contractual Agreements	Agency/Finalist Offerors	December 10-23, 2021
9.* Contract Awards	Agency/ Finalist Offerors	December 27, 2021
10.* Protest Deadline	Protester	+15 days

\* Dates indicated in Events 6 through 10 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, Paragraph A, above.

#### 1. **Issuance of RFP**

This RFP is being issued by DFA on the date set forth in Section II, Paragraph A.

#### 2. **Acknowledgement of Receipt Form Due**

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX B), to the Procurement Manager, [JoseM.Montano@state.nm.us](mailto:JoseM.Montano@state.nm.us) to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by close of business on November 15, 2021.

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.H.) responses to written questions and any amendments to the RFP.

### 3. **Deadline to Submit Written Questions**

Potential Offerors may e-mail written questions to the Procurement Manager as to the intent or clarity of this RFP until close of business as indicated in Section II, Paragraph A. All written questions **must** be addressed to the Procurement Manager as declared in Section I, Paragraph F. 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 B).

An electronic version of the Questions and Answers will be posted to:

<https://www.nmdfa.state.nm.us/office-of-the-secretary/emergency-rental-assistance-program/>

### 5. **Submission of Proposal**

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MDT ON NOVEMBER 30, 2021. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

*It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically by the deadline set forth in this RFP. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received by the deadline, will be deemed late. Further, a submission that is not fully complete and received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software*

*will be deemed late. In accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.***

**Proposals must be submitted electronically. Refer to Section III.B.1 for instructions.**

Proposals submitted by facsimile, or other electronic means other than through the instructions listed in this section, will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, 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 on the date set forth in Section II, Paragraph A, 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 on the date set forth in Section II, Paragraph A or as soon as possible. Finalists will be comprised of the Offerors receiving the five (5) highest cumulative scores in the following Sections: Section IV.A. Mandatory Specifications, Section IV.B. Desirable Specifications.

## **8. Finalize Contractual Agreement**

After approval of the Evaluation Committee Report, any contractual agreement resulting from this RFP will be finalized with the most advantageous Offeror, taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., 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 without undertaking a new procurement process.

## **9. Contract Award**

Upon receipt of the signed contractual agreement, the Agency Procurement 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.

## 10. 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 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 15<sup>th</sup> 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:

The protest **must** be emailed to:

Cristina Martinez, Protest Manager  
[Cristina.Martinez1@state.nm.us](mailto:Cristina.Martinez1@state.nm.us)

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.1, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.28, located in APPENDIX C.

#### 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.

#### 3. **Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP **shall** specify that the prime contractor is solely responsible for the fulfillment of all requirements of the contractual agreement with the Agency which may derive from this RFP. The 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 subcontractors are used or not.

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 the 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 Letter of Transmittal Form (Appendix C). **Agency's personnel will not merge, collate, or assemble proposal materials.**

## 6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request 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.

## 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, 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 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 because 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. Agreement Terms and Conditions**

Any contractual agreement resulting from this procurement will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract (Appendix A). No alternative language will be accepted by the Agency.

**16. 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.

**17. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.D.16. The Evaluation Committee also reserves the right to waive mandatory requirements, if **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.

**18. 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.



**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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 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.

**24. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offerors must have a valid e-mail address to receive this correspondence. (See Section II, Paragraph B (4), "Response to Written Questions").

## 25. 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://www.nmdfa.state.nm.us/office-of-the-secretary/emergency-rental-assistance-program/>

## 26. 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.

## 27. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its principals who enter 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:
    - a. 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.
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or

- c. 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.
    - a. 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.
    - b. 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.
    - c. 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 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.

## 28. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX C), 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 differ 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.**

## 29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX D, as a part of their proposal. This requirement applies regardless of 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. New Mexico Preferences**

Pursuant to § 13-1-21(J), NMSA 1978, New Mexico Preferences do not apply as federal funds will be expended for the services requested in this RFP.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. *Number of Responses*

Potential Offerors **shall** submit only one (1) electronic proposal in response to this RFP.

#### B. *Number of Copies*

##### **1. ELECTRONIC SUBMISSION ONLY**

Submissions of all proposals must be accomplished via electronic submission as follows: send an email to Procurement Manager, notifying that the Offeror is ready to submit a proposal. The Procurement Manager will then email the Offeror a secured link to upload the documents. The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front page of each upload.

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading.** *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.
  - i. **Confidential Information:** If Offeror’s proposal contains confidential information, as defined in Section I.D.4, and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files:**
    - One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.D.30) versions for evaluation purposes; and
    - One (1) **redacted** (def. Section I.D.21) ELECTRONIC for the public file, to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file.
- b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document**

**for uploading.** *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

For technical support issues contact Jose Montano at (505) 827-3843 or [JoseM.Montano@state.nm.us](mailto:JoseM.Montano@state.nm.us) (preferred method of contact).

The ELECTRONIC proposal submission **must be fully uploaded** by the submission deadline in Section II.B.5.

*It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically by the deadline set forth in this RFP. Please ensure that you, as the Offeror, **allow adequate time for large uploads and to fully complete your submittal by the deadline.** A submission that is not both: (1) fully complete; and (2) received by the deadline, will be deemed late. Further, a submission that is not fully complete and received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE OFFER CAN BE ACCEPTED.***

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

## ***C. Proposal Format***

### **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 Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
  1. Mandatory Specifications
  2. Desirable Specification
- F. Other Supporting Material (if applicable)

#### **Cost Proposal:**

1. Completed Cost Response Forms Appendix E - Projected Campaign Budget

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. **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

This section contains the mandatory and desirable specifications. Offerors **must** respond to mandatory specifications and should respond to desirable specifications of this RFP, providing the required responses, documentation, and assurances, and completing all forms attached. Failure to respond to a mandatory specification **will** result in disqualification of an Offeror's proposal. Failure to respond to a desirable specification **will** result in zero (0) points being awarded for that specification.

### A. *Mandatory Specifications*

#### 1. Industry Standards

The Offeror's produced campaign and advertising materials must meet current industry standards of professionalism, process, and quality and must remain current with industry standards during the term of a contract resulting from this RFP, including compliance with Trade Practices and Regulations §57-15-1, NMSA 1978 False Advertising.

**A Statement of Concurrence is required for this specification and must be included in the Offeror's proposal.**

#### 2. Financial Stability

The Offeror **must** submit copies of the three (3) most recent years of independently audited financial statements. 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 for the Offeror, the Offeror **must** state the reason and, instead, submit sufficient information (e.g., Dun & Bradstreet report) to enable the Evaluation Committee to assess the financial stability of the Offeror. Whether audited financial statements or information submitted in lieu of audited financial statements sufficiently establishes the Offeror's financial stability shall be at the sole discretion of the Evaluation Committee.

**"Available upon request" is NOT an acceptable response to this mandatory item. If copies are not provided with the Offeror's proposal, the Offeror will be disqualified.**

#### 3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX C. 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.28 and APPENDIX C, and to return a signed, unaltered form will result in Offeror's disqualification.**

#### 4. 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 an applicable

contribution has been made. (See Appendix D). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

## **5. Cost Response Forms**

The Offeror **must** complete the Cost Response Form Appendix E – Projected Campaign Budget in its entirety and include the Form in its cost proposal. The expenses listed on the form shall be the Offeror's projected expenses to carry out the services requested in this RFP. For evaluation purposes the Offeror's Total Projected Campaign Budget will include the Total One Time Costs Plus Total Projected Costs for forty-eight (48) Months (12 months x 4 years = 48 months). DFA reserves the right to negotiate hourly rates and/or costs at time of award. Offerors may utilize the Excel Spreadsheet to complete their Cost Response Form located at <https://www.nmdfa.state.nm.us/office-of-the-secretary/emergency-rental-assistance-program/>

### ***B. Desirable Specifications***

#### **1. Business Overview**

The Offeror should provide an overview of its business highlighting its mission statement and business goals. The overview should describe the business' purpose, values, targeted customers, objectives, and areas of expertise, plus the following:

- List of services it currently provides; and
- Overview of how the Offeror's business goals relate to the services requested in this RFP.

#### **2. Business Experience**

- a. The Offeror should describe their business experience as it relates to the services requested in this RFP. The experience of all proposed subcontractors should also be described. The narrative should thoroughly describe the Offeror's business experience, plus the following:
- Number of years in operation.
  - Description of experience in market research.
  - Description of experience in creating and executing strategic marketing plans.
  - Description of experience in creating and implementing an advertising schedule to promote a campaign statewide.
  - Description of experience in collaborating with state, local, and non-profit entities within New Mexico to amplify advertising impacts.
  - Description of experience in acquiring and utilizing earned media.
  - Description of experience in providing multi-year day-to-day campaign management.
  - Description of experience in connecting to diverse populations including hard-to-reach communities or communities not reached through traditional media.
  - Description of how the Offeror has developed and deployed adaptation strategies in the past during a campaign; and
  - List of clients served identified as past or current.

### **3. Business Capability**

The Offeror should provide personal biographies for its key personnel that will be assigned to provide the services requested in this RFP. The biographies should be concise and summarize the staff member's professional accomplishments, credentials/education, and description of the services the staff member will provide during the term of the contract if one is awarded. The biographies for each staff member should also include:

- Number of years working for the Offeror; and
- Unique skills the staff member will contribute to this campaign.

### **4. Business Capacity**

The Offeror should thoroughly describe its business capacity to complete the services listed in this RFP. The narrative should demonstrate the Offeror's approach to ensure adequate resources will be available for a potential multi-year campaign, including the following:

- List and description of the Offeror's current campaign(s) it is managing/developing.
- Brief discussion on the size of campaigns the business is accustomed to handling.
- Description of how the Offeror will ensure the campaign is distributed statewide.
- Description of how the Offeror will monitor, analyze, and report web traffic to the Agency quarterly.
- Description of how the Offeror will ensure all advertisements are translated correctly to multiple languages applicable to New Mexico.
- Description of cost-effective strategies the Offeror has implemented in the past that may benefit this campaign; and
- Description of how the Offeror will monitor, measure, and report outcomes on campaign effectiveness to the Agency quarterly.

### **5. Website Development, Technical Support, and Monthly Maintenance**

- a. The Offeror should describe its experience and knowledge in website development and design. The narrative should describe the Offeror's process from conception to implementation of the website, plus the following:
  - Number of years in website development and design and support.
  - Description of cloud-based solution Offeror proposes and how long the Offeror has held a relationship with those solution partners.
  - Description of Offerors security and compliance standards used to protect personal identifiable information, payment card information, and federal tax information; and
  - Initial storage capacity and description on potential increases if applicable.
- b. The Offeror should provide its experience in providing website technical support and monthly maintenance, plus the following:
  - Description of Offeror's proposed technical support, including hours of operation, response times, and services provided.

- Description of how and when patches and updates are implemented.
- Description of the Offeror's notification process when services are disrupted due to degradation of service and outages; and
- Description of the Offeror's proposed monthly maintenance plan for the services requested in this RFP.

## **6. Campaign Start-up Plan and Timeline**

The Offeror should provide their proposed campaign start-up plan and timeline to demonstrate the Offeror's readiness to begin the statewide campaign. The campaign start-up plan and timeline should include milestones, tasks to be performed, timeframes, and proposed key personnel designated for the completion of each task.

## **C. *New Mexico Preferences***

Pursuant to § 13-1-21(J), NMSA 1978, New Mexico Preferences do not apply as federal funds will be expended for the services requested in this RFP.

[Remainder of page intentionally left blank.]

## V. EVALUATION

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’s proposal by sub-category.

<b>Evaluation Factor</b>	<b>Points Available</b>
<b>A. Mandatory Specifications</b>	
1. Industry Standards	Pass/Fail
2. Financial Stability	Pass/Fail
3. Letter of Transmittal Form (Appendix C)	Pass/Fail
4. Campaign Contribution Disclosure Form (Appendix D)	Pass/Fail
5. Cost Response Form (Appendix E)	30
<b>B. Desirable Specifications</b>	
1. Business Overview	5
2. Business Experience	15
3. Business Capability	15
4. Business Capacity	20
5. Website Development and Launch, Technical Support, and Monthly Maintenance	10
5. Campaign Start-up Plan and Timeline	5
<b>TOTAL</b>	<b>100 points</b>
<b>C. New Mexico Preferences</b>	
<b>Possible Additional Points</b>	
1. New Mexico Business Preference	N/A
2. New Mexico Resident Veterans Business Preference	N/A

Table 1: Evaluation Point Summary

### A. Mandatory Specifications

#### 1. Industry Standards

Pass/Fail only. No points assigned. Statement of concurrence required.

#### 2. Financial Stability

Pass/Fail only. No points assigned.

#### 3. Letter of Transmittal Form (Appendix C)

Pass/Fail only. No points assigned.

#### 4. Campaign Contribution Disclosure Form (Appendix D)

Pass/Fail only. No points assigned.

#### 5. Cost Response Form (Appendix E) (30 points)

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

Lowest Responsive Offeror’s Total Projected Campaign Budget

----- X 30 Points  
This Offeror's Total Projected Campaign Budget

## **B. Desirable Specifications**

### **1. Business Overview (5 points)**

Points will be awarded based on the evaluation of the Offeror's business overview and response to each item as requested. The Evaluation Committee will weigh the relevance of the Offeror's mission statement, business goals, areas of expertise, and services in relation to the services requested in this RFP. Failure to respond to a desirable specification **will** result in zero (0) points being awarded for that specification.

### **2. Business Experience (15 points)**

Points will be awarded based on the evaluation of the Offeror's documented overall business experience and response to each item as requested. The Evaluation Committee will weigh the relevance and extent of the Offeror's experience and knowledge in creating a statewide marketing campaign. Failure to respond to a desirable specification will result in zero (0) points being awarded for that specification.

### **3. Business Capability (15 points)**

Points will be awarded based on the evaluation of the Offeror's proposed key personnel and response to each item as requested. The biographies for each staff member should provide the Evaluation Committee clear evidence that the Offeror's proposed staff has the capability to carry out the services requested in this RFP. Failure to respond to a desirable specification will result in zero (0) points being awarded for that specification.

### **4. Business Capacity (20 points)**

Points will be awarded based on the evaluation of the Offeror's described business capacity and response to each item as requested. The Evaluation Committee will consider the Offeror's overall defined capacity and approach to ensuring adequate resources will be available for a potential multi-year statewide campaign. Failure to respond to a desirable specification will result in zero (0) points being awarded for that specification.

### **5. Website Development and Launch, Technical Support, and Monthly Maintenance (10 points)**

Points will be awarded based on the evaluation of the Offeror's described experience in website development and design and perceived ability to launch and maintain a user and mobile friendly cloud-based solution that does not utilize Adobe Flash Player. The Offeror's response should address each item as requested. The Evaluation Committee will consider the Offeror's overall solution including security measures to protect personal information, storage capacity, notification process when services are disrupted and described technical support and monthly maintenance. Failure to respond to a desirable specification will result in zero (0) points being awarded for that specification.

## **6. Campaign Start-up Plan and Timeline (5 points)**

Points will be awarded based on the evaluation of the Offeror's campaign start-up plan and timeline to begin the statewide campaign. The plan and timeline should provide the Evaluation Committee with a clear understanding of how and when the Offeror proposes to begin work and how long it will take to initiate production. In addition, points will be awarded based on the Offeror's candid and well-thought-out response to each item as requested. The plan should reinforce the Offeror's experience, capability, and capacity as provided in their proposal. Failure to respond to a desirable specification will result in zero (0) points being awarded for that specification.

## **C. New Mexico Preferences**

Pursuant to § 13-1-21(J), NMSA 1978, New Mexico Preferences do not apply as federal funds will be expended for the services requested in this RFP.

# **VI. 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.6.
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.9). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

[Remainder of page intentionally left blank.]

## Appendix A - Sample Contract

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
PROFESSIONAL SERVICES CONTRACT # \_\_\_\_\_

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NAME OF AGENCY**, hereinafter referred to as the "Agency," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the following work:

2. **Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices **MUST BE** received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date



of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on **(DATE)** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

**4. Termination.**

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice: Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records

generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

**5. Appropriations.**

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

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico because of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

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

**8. Subcontracting.**

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

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination

date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process.

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for violation of law.**

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

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

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

**20. Indemnification.**

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

**21. New Mexico Employees Health Coverage.**

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

**22. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**23. Enforcement of Agreement.**

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

**24. Notices.**

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

To the Agency:

[insert name, address, and email].

To the Contractor:

[insert name, address, and email].

**25. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**26. Debarment and Suspension**

A. Consistent with all applicable federal and/or state laws and regulations, and as a separate and independent requirement of this Agreement, the Contractor certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: 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; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects such person's present responsibility or that could otherwise form the basis for a suspension or debarment under federal law;

(3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with, commission of any of the offenses enumerated above in this subparagraph A; and (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (federal, state or local) terminated for cause or default.

B. The Contractor's certification in subparagraph A, above, is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. The Contractor's certification in subparagraph A, above, shall be a continuing term or condition of this Agreement. As such at all times during the performance of this Agreement, the Contractor must be capable of making the certification required in subparagraph A, above, as if on the date of making such new certification the Contractor was then executing this Agreement for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in subparagraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

1) The Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, the Contractor learns that its certification in subparagraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances.

2) If it is later determined that the Contractor's certification in subparagraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.

C. As required by statute, regulation or requirement of this Agreement, and as contained in subparagraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any federal department or agency. The Contractor shall make such disclosures available to the Agency when it requests subcontractor approval from the Agency. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any federal, state or local department or agency, the Agency may refuse to approve the use of the subcontractor.

D. Contractor and any approved subcontractors described in subparagraph C, above, must register with the System for Award Management (SAM), <https://www.sam.gov/SAM/>. Contractor will provide Agency with documentation that neither Contractor nor any such approved subcontractors have been federally debarred or suspended.

## **27. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.**

A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 31 C.F.R. Part 21 are hereby incorporated by reference in subparagraph B of this certification.

B. The Contractor, by executing this Agreement, certifies to the best of its knowledge and belief that:

1) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement; and

2) If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the contractor shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance is placed when this Agreement is made and entered into. Submission of this certification is a prerequisite for making and entering into this Agreement imposed under 31 U.S.C. § 1352. It shall be a material obligation of the Contractor to keep this certification current as to any and all individuals or activities of anyone associated with the Contractor during the pendency of this Agreement. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to: (1) a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure; and/or (2) at the discretion of the Agency, termination of the Agreement.

## **28. Non-Discrimination.**

A. Without limiting Paragraph 16 of this Agreement, Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and its implementing regulations at 31 C.F.R. Part 22; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*); the Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*); and the Age Discrimination Act (42 U.S.C. §§ 6101 *et seq.*) and its implementing regulations at 31 C.F.R. Part 23, all as may be amended from time to time, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status.

B. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

C. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert



similar provisions in all subcontracts for services allowed under this Agreement under any program or activity.

**29. Other Federal Law Compliance.**

A. Contractor will comply, and will require all approved subcontractors to comply, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33

U.S.C. §§ 1251-1387). Contractor will report any violations by Contractor or an approved subcontractor to Agency as soon as is reasonably practicable.

B. With respect to federal funds pursuant to the Emergency Rental Assistance Program administered by the U.S. Department of the Treasury (“Treasury”) comprising Contractor’s compensation, Contractor will comply, and will require all approved subcontractors to comply, with all requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, including without limitation Subpart F – Audit Requirements of the Uniform Guidance, applicable to contractors of non-federal entities, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Additionally, Contractor will assist Agency in complying with such requirements, including without limitation providing all necessary documentation to Agency.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.**

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

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

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

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

By: \_\_\_\_\_  
Agency’s Chief Financial Officer

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

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

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

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

ID Number: 00-000000-00-0

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

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

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: \_\_\_\_\_  
GSD/SPD Contracts Review Bureau

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

**Attachment – 1 Campaign Budget**

# Appendix B - Acknowledgement of Receipt Form

## Request for Proposals

Marketing Campaign for New Mexico's Housing Assistance Programs

# 21-341-22-16721

This Acknowledgement of Receipt Form should be signed and submitted no later than November 15, 2021, by close of business. 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 E.

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

Business/Organization Name:	
Contact Name:	
Title:	
Email:	
Phone Number:	
Address:	
City:	
State:	
Zip Code:	

**Submit Acknowledgement of Receipt Form to:**

To: Jose Montano, Procurement Manager

E-mail: [JoseM.Montano@state.nm.us](mailto:JoseM.Montano@state.nm.us)

Subject Line: Marketing Campaign for New Mexico's Housing Assistance Programs

RFP # 21-341-22-16721

## Appendix C - Letter of Transmittal Form

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.). 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# 21-341-22-16721**

**1. Identify the following information for the submitting organization:**

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED ID#</b>	
<b>NM CRS#</b>	

**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:**

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
<b>Name</b>			
<b>Title</b>			
<b>E-mail</b>			
<b>Telephone</b>			

\* 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.

\_\_\_\_\_, 20\_\_\_\_\_  
 Authorized Signature and Date (Must be signed by the individual identified in item #2. A, above.)

## Appendix D- 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: Michelle Lujan Grisham, Governor and Howie Morales, Lieutenant Governor**

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## Appendix E – Cost Response Form

### Projected Campaign Budget

<b>Market Research – One Time Cost</b>				
<b>See Section I, D. Scope of Work item 1.</b>				
Key Personnel Name	Position Title	Approximant # of Hours	Hourly Rate	Cost
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>Total Projected Cost for Market Research:</b>				<b>\$</b>

Add additional lines as needed.

<b>Strategic Marketing Plan – One Time Cost</b>				
<b>See Section I, D. Scope of Work item 1.</b>				
Key Personnel Name	Position Title	Approximant # of Hours	Hourly Rate	Cost
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>Total Projected Cost to Produce a Strategic Marketing Plan:</b>				<b>\$</b>

Add additional lines as needed.

<b>Campaign Design and Production – One Time Cost</b>				
<b>See Section I, D. Scope of Work item 2.</b>				
Key Personnel Name	Position Title	Approximant # of Hours	Hourly Rate	Cost
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>Total Projected Cost to Design and Produce a Statewide Campaign:</b>				<b>\$</b>

Add additional lines as needed.



**Advertising Schedule and Placement – Projected Costs for One Month**  
 See Section I, D. Scope of Work item 3. (list approximant direct costs for ads placed via print, television, radio, internet, etc.)

Media Type	Description	Quantity	Each	Cost
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>Total Projected Costs for Advertising for One Month:</b>				\$

Add additional lines as needed.

**Website Development and Launch – One Time Cost**  
 See Section I, D. Scope of Work item 4.

Key Personnel Name	Position Title	Approximant # of Hours	Hourly Rate	Cost
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Non-Personnel Items (i.e., Domain name)	Description	Quantity	Each	Cost
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>Total Projected Cost for Website Development and Launch:</b>				\$

Add additional lines as needed.

**Website Technical Support – Projected Costs for One Month**  
 See Section I, D. Scope of Work item 4.

Key Personnel Name	Position Title	Approximant # of Hours	Hourly Rate	Cost
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>Total Projected Costs for Website Technical Support for One Month:</b>				\$

Add additional lines as needed.

**Monthly Website Maintenance – Cost for One Month**

**See Section I, D. Scope of Work item 4.**

**List of Services Monthly Website Maintenance Includes**

**Monthly Cost**

\$

<b>Outreach and Earned Media Services – Projected Costs for One Month</b>				
See Section I, D. Scope of Work item 5.				
<b>Key Personnel Name</b>	<b>Position Title</b>	<b>Approximant # of Hours</b>	<b>Hourly Rate</b>	<b>Total Cost</b>
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>Total Projected Costs for Outreach and Earned Media Services for One Month:</b>				\$

Add additional lines as needed.

<b>Campaign Management Oversight and Support – Projected Costs for One Month</b>				
See Section I, D. Scope of Work item 6.				
<b>Key Personnel Name</b>	<b>Position Title</b>	<b>Approximant # of Hours</b>	<b>Hourly Rate</b>	<b>Total Cost</b>
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>Total Projected Costs for Campaign Management Oversight and Support for One Month:</b>				\$

Add additional lines as needed.

<b>Total Projected Campaign Budget</b>	
<b>One Time Costs</b>	
Market Research	\$
Strategic Marketing Plan	\$
Campaign Design and Production	\$
Website Development and Launch	\$
<b>Total One Time Costs:</b>	\$
<b>Projected Costs for One Month</b>	
Advertising Schedule and Placement	\$
Website Technical Support	\$
Website Monthly Maintenance	\$
Outreach and Earned Media Services	\$
Campaign Management and Oversight Support	\$
<b>Total Projected Costs for One Month:</b>	\$
<b>Total Projected Costs for 48 Months:</b>	\$
<b>Total Projected Campaign Budget:</b>	
<b>(Total One Time Costs Plus Total Projected Costs for 48 Months)</b>	\$