

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT



REQUEST FOR PROPOSALS

RFP: #70-624-00-000756

HRSA/ALTSD BRAIN INJURY FILMMAKER RFP

To produce broadcast-quality digital media programs to increase Brain Injury awareness and recognition among Medical Professionals, Head Start Providers, and Native American Tribal Community Health Representatives

June 29, 2007

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico's Aging and Long-Term Services Department (ALTSD) is requesting proposals for the production of broadcast-quality documentary-style films to promote the awareness and recognition of Traumatic Brain Injury (TBI) among specific populations in the primary care provider workforce, who are in a position to identify Brain Injury in sub/non-acute settings. These populations include Medical Professionals nationwide, as well as Head Start Providers and Native American Tribal Community Health Representatives (CHRs) in the State of New Mexico.

The purpose of this Request For Proposals (RFP) is to select a contractor who will produce high quality educational digital film materials for the populations listed above. More specifically, the filmmaker selected will be involved in the creation and production of: 1) A documentary-style online Continuing Medical Education (CME) course and DVD program for Physicians, Physician Assistants, Nurses, and Certified Nurse Practitioners, which has met the approval of The Brain Trauma Foundation, the host of the online CME course; 2) A DVD program for New Mexico's Native American Tribal CHRs, which will be provided to all of the State's Native American reservations; 3) A DVD program for New Mexico's Head Start providers, to be used in Head Start staff training; and 4) The creation of appropriate evaluation materials for all deliverables.

The contractor will be involved in pre-production script development, film production, and post-production editing to finish all projects in their final format. The selected contractor will be required to work closely with the HRSA (Health Resources and Services Administration) TBI (Traumatic Brain Injury) Grant Project Coordinator in all phases of the project.

B. SCOPE OF WORK

Deliverables:

The scope of work shall consist of production of the following deliverables for the stated populations:

- 1) A nationally available one-hour broadcast-quality documentary-style online CME course produced in DVD format for Physicians, Physician Assistants, Nurses, and Certified Nurse Practitioners (45-50 minutes of course content; 10-15 minutes of PowerPoint test questions), which has met the approval of The Brain Trauma Foundation and is format-ready for their purposes; in addition, the course should have menu selection items that include the option to view full-length interviews of selected Brain Injury

Experts.

2) A one-hour broadcast-quality documentary-style program in DVD format for Medical Professionals in the State of New Mexico. The content of this DVD will be largely patterned after the CME course, described above. In addition to the option to view full-length interviews of selected Brain Injury Experts, the menu selection items should include a 5 - 10 minute segment on assisting patients in accessing Brain Injury Services in the State of New Mexico.

3) A 20 - 30 minute broadcast-quality educational DVD program for New Mexico's Native American Tribal CHRs, which will be provided to all of the State's Native American reservations;

4) A 20 – 30 minute broadcast-quality educational DVD program for New Mexico's Head Start providers, to be used in Head Start staff training; and

5) The creation of appropriate evaluation materials for all deliverables.

Stipulations on Deliverables:

FORMAT

- All digital media deliverables are to be state-the-art, broadcast-quality, and documentary in style.
- The Medical Professional DVDs for online use and those for distribution should include menu selections to view full-length interviews of selected Brain Injury Experts as well as a segment to provide assistance in accessing Brain Injury Services in the State of New Mexico.
- Finished DVD products should be faced with graphic artwork on both the DVD and the DVD casing.
- Deliverables with cases should be reproduced in the following quantities:

(5) CME Course DVDs in Read/Write format that can be delivered to Brain Trauma Foundation, the proposed host for the CME course, for their review and (upon approval of materials) online formatting.

(1000) Medical Professional DVDs without CME test questions in Read-only format that can be distributed to Medical Professionals, hospitals, clinics, and Universities throughout the State of New Mexico.

(1000) Head Start DVDs in Read-only format that can be distributed to relevant providers and staff members throughout the State

of New Mexico.
(500) Native American Tribal CHR DVDs in Read-only format that can be distributed to tribes, reservations, and Indian Health organizations throughout the State of New Mexico.

- The final format and content of all deliverables must be approved by the HRSA TBI Grant Project Coordinator.

CONTENT

Subject matter:

All digital media deliverables are intended to educate the above stated populations about Traumatic Brain Injury (TBI), specifically to increase the awareness and recognition of Brain Injury in the populations they serve.

- The topics to be covered for the Medical Professionals may include but are not limited to “Stories of Brain Injury”, “The Epidemiology of Brain Injury”, “The Symptoms of Brain Injury”, “Screening for Brain Injury”, “Brain Injury in the Practice of Medicine”, “Assignment of ICD-9 Codes”; and “Treatment of Brain Injury”.
- The topics for Head Start Providers may include, but are not limited to “Stories of Brain Injury”, “The Epidemiology of Brain Injury”, “The Symptoms of Brain Injury”, “Screening for Brain Injury”, “Prevention”, “Parental Support”, “Special Education”, and “Accessing State Services”.
- The topics for Tribal CHRs may include, but are not limited to “Stories of Brain Injury”, “The Epidemiology of Brain Injury”, “The Symptoms of Brain Injury”, “Screening for Brain Injury”, “Family and Tribal Support”, “Accessing State Services”, and “The Holistic Approach: Integrating Native American and Western Medicine”.

Input on topics is to be provided by the HRSA Advisory Steering Committee. Creative input from the filmmaker is also welcome and encouraged. Ultimate authority for topics defined for “Scope of Work” will lie with The Brain Injury Program at ALTSD and may be subject to change as the projects progress.

Interview Subjects:

Individuals interviewed may include but not be limited to the following: Brain Injured Individuals and/or family members; Neurologists, Neuropsychiatrists, Psychologists, other Brain Injury Experts; Maternal & Child Health Bureau, Head Start Providers, Pediatricians, Child Mental Health

Experts; Native American Liaisons, Indian Elders, Native American Experts. Input on selection of interviewees is to be provided by the HRSA Advisory Steering Committee; Medical Board members of the Brain Injury Association & other Medical Professionals; Office of Indian Elder Affairs & Indian Health Services. Creative input from the filmmaker is also welcome and encouraged. Ultimate authority for interview subjects will lie with The Brain Injury Program at ALTSD.

PRODUCTION

- Although the creation of materials is to be a collaborative effort between the filmmaker and the HRSA TBI Grant Project Coordinator, all decisions regarding production of the deliverables are to be approved by the HRSA TBI Grant Project Coordinator.
- Collaboration between the filmmaker and the HRSA TBI Grant Project Coordinator will occur through all project stages. All work is expected to be coordinated with a single contractor lead.
- Pre-production script development to refine the CME course and the content for all three DVD programs will involve but not be limited to in and out-of state travel with the HRSA Grant Project Coordinator to various locations for preliminary interviews with representatives from the following groups: 1) Brain Injured individuals and family members, whose stories will relate to the educational needs of the three target populations and have a profound impact in shaping the need for increased awareness among primary care providers; 2) Statewide and nationally recognized Brain Injury experts, including but not limited to Neurologists, Neurosurgeons, Psychologists, and other Brain Injury Specialists, who have expertise in the topics of interest; and 3) State Agency leaders, Head Start Providers, Native American Liaisons, Native American Experts, and Tribal CHRs.
- Pre-production activities for each film will also involve but not be limited to planning interview settings, lighting, and other production needs; creating a production schedule; conducting research; and developing pre-production scripts that will govern the CME course and DVD content and serve as a guide in the production phase.
- The production phase of the project will involve, but not be limited to, traveling in and out-of-state with the HRSA TBI Grant Project Coordinator to visit selected experts at on-site locations, conducting actual interviews of selected subjects, as outlined in the pre-production script, and collecting film footage of those interviews and related filler material, as appropriate, for each film.

- All travel arrangements are to be coordinated with the HRSA TBI Grant Project Coordinator.
- The post-production phase for all three films will involve, but not be limited to, the editing of film footage, writing/refining script narrative, addition of computer graphics, PowerPoints for the online CME test questions, music, audio voice-over, and translation of selected deliverables from English to other languages, as follows:

CME course for online use: (English only.)

CME DVD program: Spanish

Head Start DVD program: Spanish and Navajo

Native American DVD program: Navajo (and possibly one or more other Native American languages, based on additional funding availability).

- Appropriate evaluation materials must also be created in this phase for each of the deliverables.

C. SCOPE OF PROCUREMENT

Aging and Long-Term Services Department (ALTSD) reserves the option of renewing the initial contract(s) on an annual basis for three additional years or any portion thereof for the purpose of improving and updating the original materials and/or expanding the scope of materials to educate other sectors of the primary care provider workforce. In no case will the contract(s), including all renewals thereof, exceed a total of four years in duration.

The contract shall begin on or about October 15, 2007 or as soon as possible and end on March 31, 2009.

D. TOTAL CONTRACT AWARD

The total funds available, for this contract, combining Year Two (FY07) and Year Three (FY08) of the HRSA grant amount to approximately \$207,000.00. The funds will be contracted in accordance with the Federal funds awarded and the budget periods specified under the grant.

Funding available in FY07 (Year Two of HRSA grant through March 31, 2008) totals an expected encumbrance of \$169,650.00.
(Federal: \$76,284.47; State: \$93,609.74)

Funding available in FY08 (Year Three of HRSA grant through March 31, 2009) totals an expected encumbrance of \$37,350.00.
(Federal: \$4275.00; State: \$33075.00)

E. PROCUREMENT MANAGER

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

Linda Gillet
HRSA TBI Grant Project Coordinator
The Brain Injury Program, Elderly & Disability Services Division
Aging and Long-Term Services Department
505-476-4726 – phone number
505-476-4836 – fax number
lindab.gillet@state.nm.us

All deliveries via express carrier must be addressed as follows:

Linda Gillet
EDSD/ALTSD
2550 Cerrillos Road, Santa Fe, NM 87505

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

F. DEFINITION OF TERMINOLOGY

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

"Agency" means Aging and Long-Term Services Department (ALTSD).

"Close of Business" (COB) means 5:00 PM Mountain Daylight Time.

"Contract" means a written agreement for the procurement of items of tangible personal property or services. This includes purchase, rental, lease, and licensing agreements.

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

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

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

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

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

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

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

"HRSA" is the Health Resources and Services Administration, is a branch of the US Health and Human Services Department, charged with increasing access to healthcare for those who are medically underserved. HRSA's Maternal and Child Health Bureau administers the Federal Traumatic Brain Injury Program.

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

"Multiple Source Award" means an award of an indefinite quantity contract for one or more similar services or items of tangible personal property to more than one offeror. (13-1-69 NMSA 1978)

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

"Procurement Code" means Chapter 13, Sections 13-1-1 to 13-1-199 NMSA 1978.

"Procurement Code Regulations" means General Services (GSD) Rule 1NMAC5.2.

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

"Project Manager" or "Project Coordinator" means the person or designee authorized by the Agency to manage or administer the campaign and direct work of the Contractor. This person is the HRSA TBI Grant Project Coordinator with Aging

and Long-Term Services Department.

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

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

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

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

"State Purchasing Division" or "SPD" means the purchasing division of the General Services for the State of New Mexico.

G. BACKGROUND INFORMATION

Traumatic Brain Injury (TBI) is an insult to the brain, not of congenital or degenerative nature, caused by an external physical force that may produce a diminished or altered state of consciousness, which results in impairment(s) in cognitive, psycho-social, and/or physical functioning. Such injuries result when outside acceleration, deceleration, or shearing forces cause the brain to be violently jarred or displaced within the otherwise protective casing of the skull.

Brain injuries of any degree disrupt the normal functioning of the brain and are a major public health concern, nationwide. In fact, an estimated 5.3 million Americans currently live with disabilities resulting from TBI. Of the approximately one million Americans, who are treated for TBI and released from hospital emergency rooms, annually, 80,000 experience long-term disabilities. According to extrapolated figures from the Centers for Disease Control and Prevention (CDC), TBI is the leading cause of death and disability in persons under the age of 45 in New Mexico. An estimated 36,000 New Mexicans currently live with a disabling brain injury (based on 2% of the New Mexico population of 1.8 million).

CDC reports that 12 counties—Socorro, Torrance, Valencia, Rio Arriba, San Miguel, Taos, Union, McKinley, San Juan, Quay, Luna and Sierra—are above the 75th percentile in Brain Injury incidence. Approximately 1,745 New Mexicans were hospitalized with a TBI in 2001; for an estimated 950 of these, TBI was the primary reason for the hospitalization. A review of hospital inpatient discharge

data from the New Mexico Health Policy Commission reveals that Brain Injury is the most common of all non-fatal injuries that typically require access to long-term care services.

The mission of the State of New Mexico's Aging and Long-Term Services Department (ALTSD) is "to achieve the highest quality of life for older persons, people with disabilities, and their families by enhancing autonomy, health, economic well-being, community involvement, and personal responsibility." The Brain Injury Program has been located within ALTSD since 2004. With the support of ALTSD, The Brain Injury Program is committed to improving the awareness of Brain Injury and knowledge of Brain Injury issues in as many populations, as possible. To that aim, ALTSD has procured Federal funding from HRSA, the Health Resources and Services Administration, which is a branch of the US Health and Human Services Department. The HRSA grant that supports the projects described in this RFP is administered through the Federal Traumatic Brain Injury Program.

In April of 2006, HRSA awarded ALTSD a three-year grant to create and implement outreach and educational materials to increase the awareness and recognition of Traumatic Brain Injury in three important groups within the primary care provider workforce. These three groups include the following: 1) Physicians, such as general and family practitioners, internists, pediatricians, OB/Gyns, gerontologists, and other primary care medical providers, who are in a position to identify brain injury in sub-acute settings; 2) Head Start providers, who provide services to children, age 0 - 4; and 3) Tribal Community Health Representatives on the Native American reservations.

Correct and early diagnosis is critical for those, who would benefit from access to the State's Brain Injury support delivery network. A common frustration among those who incurred a TBI at an earlier point in their lives and eventually found their way into the State's Traumatic Brain Injury Program or other support services, is that their trusted practitioners did not recognize the fact that they had a brain injury. The 5.3 million Americans known to have a TBI were diagnosed in an emergency care or hospital setting. However, the numbers of those whose symptoms were mild enough to warrant release without treatment, as well as those who do not seek treatment at all, make Brain Injury in the U.S. a substantially greater problem than is documented. The personality, emotional, and cognitive changes that result from even mild TBI often lead to disability, unemployment, divorce, social alienation, legal problems, incarceration and/or homelessness, all of which create a large burden on the country's social systems and medical services. In addition, acquisition of a TBI increases the likelihood of sustaining a second brain injury by 50%, such that a mild injury can escalate in severity, creating greater personal and societal burdens.

There are a number of challenges for those with an undiagnosed brain injury that prevent them from receiving proper care. First, concussions or closed head

injuries often result in trauma to the brain that cannot be readily detected in the early stages following injury. Nonetheless, stressed neurons are vulnerable to subsequent trauma and/or die-off, leading to an exacerbation of symptoms that can occur weeks or months after the primary injury, but may not be recognized as related to that injury. Additional barriers arise, when Brain Injured Individuals, who do not know what is happening to them, particularly if they are children, are unable to communicate their symptoms, or they present personality or emotional maladjustments that make their primary care providers less likely to work with them. The lack of Western healthcare on Native American reservations makes this a population that is also vulnerable to oversight. These challenges have created a sub-population of U.S. children and adults, whose needs are not being constructively addressed.

Each brain injury is unique and is impacted by extent of injury, location and distribution of injury within the brain, as well as the age and health of the individual. TBI results in temporary or permanent diminished cognitive or physical impairment, creating total or partial functional disability and/or psycho-social disorientation. The symptoms of Brain Injury can range from mild to severe, but even mild Brain Injury can result in permanent impairments. The symptoms can manifest on a variety of levels including physical, cognitive/mental, and/or emotional/behavioral. Physical symptoms may include difficulty with vision, hearing, speech, coordination, balance, breathing, and/or motor control; they may also include fatigue, headaches, seizure disorders, and sexual dysfunction. Cognitive/mental symptoms may include challenges with language, memory, judgment, planning, reasoning, problem solving, information processing, and/or attention. Emotional/behavioral symptoms may include agitation, anxiety, anger, mood swings, paranoia, depression, withdrawal, and/or other aspects of psychosocial behavior.

Early intervention can be facilitated by improving the awareness and recognition of Brain Injury in the primary care provider workforce, particularly among physicians and other healthcare personnel, as well as educators of young children. Improved recognition of Brain Injury and early intervention would better ensure that individuals with Brain Injury receive timely care and services that are critical to improving recovery outcomes.

HRSA funding is currently supporting the development of a Continuing Medical Education (CME) Brain Injury module for licensed healthcare practitioners, particularly for primary care physicians and other Medical Professionals. This funding is also supporting the creation of Brain Injury educational materials in collaboration with the New Mexico Maternal and Child Health Division and Head Start staff, as well as culturally sensitive Brain Injury education materials for use by Tribal Community Health Representatives on New Mexico's Native American reservations.

The materials produced will be state-of-the-art films, created in a documentary-style DVD format. For physicians and other healthcare practitioners, the information will be available in a one-hour online CME course. For Head Start staff and Native Americans, the information will be accessible in 20 – 30 minute educational DVDs, tailored specifically to the needs and considerations of those audiences. These formats were chosen for their enduring nature; ease and efficiency of use; and far-reaching availability. It is of primary interest to create materials that will have the broadest and most enduring impact.

H. PROCUREMENT LIBRARY

The Procurement Manager has established a Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by contacting the Procurement Manager or her designee and scheduling an appointment. Offerors are welcome to take notes in the Procurement Library or to bring a portable copy machine to the library.

As a service to the potential offerors, the Procurement Manager's staff will make copies at a cost of \$0.10 per page. Payment in the form of a check must be made at the time of copying. Checks must be made out to Aging and Long-Term Services Department.

The library contains information listed below:

- Procurement Regulations, 1.4.1NMAC. A copy may be obtained from the following web site address: <http://www.state.nm.us/spd/spd.html>
- Regulations Governing the Per Diem and Mileage Act, 95-1-2.42.2.8 and 95-1-2.42.2.11. A copy may be obtained from the following website Address <http://www.dfafcd.state.nm.us/manuals/f-appna.pdf>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere the following schedule:
(Times listed are on Mountain Daylight Time.)

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Agency State Purchasing	6/29/07
2.	Pre-Proposal Conference	Agency, Potential Offerors	7/12/07 1:00 pm
3.	Deadline to Submit: Acknowledgement of Receipt Form & Written Questions	Potential Offerors	7/12/07 (COB)
4.	Deadline to Submit Additional Questions	Potential Offerors	7/18/07 (COB)
5.	Response to Written Questions/RFP Amendments	Agency	7/27/07
6.	Submission of Proposal	Offerors	8/07/07 3:00 pm
7.	Proposal Review & Evaluation	Evaluation Committee	8/08/07 thru
8.	Selection of Finalists	Evaluation Committee	8/22/07
9.	Best and Final Offers from Finalists	Offerors	9/11/07 (COB)
10.	Finalize Contract	Agency, Offeror	9/21/07 - 10/05/07
11.	Contract Award	State Purchasing Agent	10/15/07
12.	Protest Deadline	Offerors	10/29/07 (COB)

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A. The Procurement Manager will make every attempt to adhere to the following schedule, particularly prior to selection of the contract award winner.

1. Issue of RFP

This RFP is being issued by the Agency and the State Purchasing Division of the General Services Department.

2. Pre-Proposal Conference

A pre-proposal conference will be held at 1:00 pm on July 12, 2007, in the Rio Grande Room at Aging and Long-Term Services Department, Toney Anaya Bldg, 2550 Cerrillos Road, Santa Fe, New Mexico. Potential offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph D), but may do so up to close of business (5:00 pm) on the day of the conference. The identity of the organization submitting the question(s) will not be revealed. All written questions submitted before the day of the conference will be addressed at the conference. A public log will be kept of the names of potential offerors that attended the pre-proposal conference.

3. Distribution List Response Due

Potential offerors should hand deliver or return by facsimile or by registered or certified mail the "**ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR PROPOSALS FORM**" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned by close of business (5:00 pm) on July 12, 2007.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

FAILURE TO RETURN THIS FORM BY THE STATED DEADLINE SHALL RESULT IN REJECTION OF THE RFP, AND THE POTENTIAL OFFEROR'S ORGANIZATION NAME WILL NOT APPEAR ON THE DISTRIBUTION LIST OR BE CONSIDERED FOR EVALUATION.

4. Deadline to Submit Additional Written Questions

Potential offerors may submit additional written questions with the intent of clarifying this RFP until 5:00 pm on July 18, 2007. All written questions must be addressed by email directly to the Procurement Manager (See Section I, Paragraph D).

5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be e-mailed on July 27, 2007 to all potential offerors whose organization name appears on the procurement distribution list. Offerors will find also Questions and Responses to Written Questions posted on the SPD website.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN DAYLIGHT TIME ON AUGUST 7, 2007. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the ALTSD/HRSA Filmmaker Projects to Educate Primary Care Provider Workforce about Brain Injury Request for Proposals. **Proposals submitted by facsimile or other electronic media will not be accepted.**

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents non-proprietary/confidential of any proposal shall not be disclosed to competing offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee, appointed by Agency management. This process will take place between dates referenced in "Sequence of Events" (Section IIA). During this time, the Procurement Manager may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist offerors on August 22, 2007. Only finalists will be invited to participate in the subsequent steps of the procurement.

9. Best and Final Offers From Finalists

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by 5:00 pm on September 11, 2007. Best and final offers may be clarified, if solicited by the Procurement Manager, and amended by agreement of offeror and Procurement Manager.

10. Finalize Contract

The contract will be finalized with the most advantageous offeror between dates referenced on "Sequence of Events" (Section IIA). In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror, without undertaking a new procurement process.

11. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management and the signed contract, the State Purchasing Agent will award the contract on or before October 15, 2007. This date is subject to change at the discretion of the State Purchasing Agent.

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

The award is subject to appropriate State approvals.

12. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end at 5:00 pm on October 29, 2007. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the State Purchasing Agent.

The protest must be delivered to the State Purchasing Agent:

Michael C. Vinyard
State Purchasing Agent
Joseph M. Montoya State Building, Room 2016
1100 St. Francis Drive
Santa Fe, New Mexico 87505

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the State Purchasing Agent's procurement regulations, 1.4.1 NMAC.

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

The Agency will consider a proposal from multiple prime contractors in the form of a joint venture response to the RFP. If accepted, the Agency will enter into separate contracts with each of the multiple prime contractors. The specific responsibilities of each of the multiple prime contractors must be clearly described in the joint venture proposal. The Agency will accept no more than two (2) multiple prime contractors in a single joint venture proposal.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance, whether or not subcontractors

are used.

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals (3:00 pm on August 6, 2007). The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for one hundred and twenty (120) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer, if one is submitted.

8. Disclosure of Proposal Contents

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data are normally restricted to confidential financial information concerning the offeror's organization and data that qualify as trade secrets in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the State Purchasing Agent shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of services under the services agreement 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 State Agency.

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

10. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the use of any proposed professional services, until a valid written contract is awarded and approved by the appropriate authorities.

11. Termination

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

12. Sufficient Appropriation

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

13. Legal Review

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

14. Governing Law

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

15. Basis for Proposal

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

16. Contract Terms and Conditions

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

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

Pursuant to 13-1-118 NMSA and DFA Rule 2NMAC40.2, all professional services contracts, which may involve the aggregate expenditure of more than \$5,000.00, shall be reviewed and approved by the Department of Finance and Administration prior to execution by the Agency.

17. Offeror's Terms and Conditions

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

18. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

19. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

20. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

21. Change in Contractor Representatives

The Agency reserves the right to request a change in contractor representatives, if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

22. Notice

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

23. Agency Rights

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

24. Right to Publish/Ownership

Throughout the duration of this procurement process and contract term, potential offerors, offerors, and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

The materials produced, in whole or in part, cannot be copyrighted or sold. As these materials are produced with Federal Funding, ownership falls

within the public domain.

All materials produced, in whole or in part, as a result of this contract must acknowledge both Federal and State funding sources. The acknowledgment must include the following statement: "This project is supported by HRSA Grant #H21MC06750 from the Department of Health and Human Services (DHHS), Health Resources and Services Administration (HRSA), Maternal and Child Health Bureau (MCHB), and New Mexico's Aging and Long-Term Services Department (ALTSD). The contents are the sole responsibility of the authors and do not necessarily represent the official views of DHHS or ALTSD. These works are produced for the public domain. Please duplicate and distribute widely."

Any assistance provided by the Brain Trauma Foundation or any other entities must also be cited.

25. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the Agency and the State of New Mexico. However, any technical or user documentation submitted with the proposals of non-selected offerors shall be available for pick up after the protest period for 30 days at Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, NM, 87505.

26. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by the SPA, the version maintained by the SPA shall govern.

III. RESPONSE FORMAT AND ORGANIZATION

Failure to conform to format organization may lead to disqualification of any submitted proposal.

A. NUMBER OF RESPONSES

Offerors may submit two (2) separate proposals, if desired. The Agency is not recommending or suggesting that offerors submit multiple proposals. The Agency is merely stating an available option. In no case will more than two (2) proposals from a single offeror be accepted.

If an offeror chooses to submit two (2) proposals, each must be entirely separate from the other. The Evaluation Committee will not collate, merge, or otherwise manipulate the offeror's proposals.

B. NUMBER OF COPIES

Offerors shall deliver six (6) identical copies of their proposal (Binder #1), six (6) copies of the cost proposal (Binder #2), and six (6) copies of supporting technical documentation (Binder #3) to the location specified in Section I, Paragraph D on or before the deadline for receipt of proposals (3:00 pm, August 6, 2007).

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2" x 11" paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within 3 separate binders with tabs delineating each section, not to exceed 80 pages in entirety. Each binder must be clearly labeled and numbered.

1. Proposal Organization

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

Binder #1

- a. Letter of Transmittal
- b. Copy of Acknowledgement of Receipt Form
- c. Table of Contents
- d. Summary of Proposed Services/Project Plan/Methodology
- e. Response to Mandatory Specifications
- f. Response to Desirable Specifications
- g. Three (3) Samples of Film Work (DVD format)
- h. Sample Graphics Proposed for Use in the Project (DVD format)

- i. Appendix for Written Responses to Evaluation Committee questions (submitted blank).

Binder #2

- a. Budget Proposal: Narrative and/or Line Item Budget
- b. Completed "Cost Response Form" (Appendix C)
- c. Response to ALTSD/HRSA Terms and Conditions
- d. Offeror's Terms and Conditions

Binder #3

- a. Other Supporting Materials
- b. Lead Personnel *Curriculum Vitae*/Resume
- c. Lead Personnel References
- d. Support Personnel References

Within each section of their proposal, offerors must address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must occur only in Binder #2 with the "Cost Response Form" (Appendix C).

ANY PROPOSAL THAT DOES NOT ADHERE TO THESE REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE AND REJECTED ON THAT BASIS.

Offerors may forward other materials that they feel may improve the quality of their responses, *if clarification is solicited from the Evaluation Committee*. These materials should be submitted to the Procurement Manager.

2. Description of Items to be included in proposal: Binder #1:

a. Letter of Transmittal

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

- 1) identify the submitting organization;
- 2) identify the name and title of the person authorized by the organization to contractually obligate the organization;
- 3) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- 4) identify the names, titles and telephone numbers of persons to be contacted for clarification;

- 5) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- 6) be signed by the person authorized to contractually obligate the organization;
- 7) acknowledge receipt of any and all amendments to this RFP.

b. Copy(s) of Acknowledgment of Receipt Form(s)

Supplied in Appendix A and described in Section IIB, Item 3.

c. Table of Contents

d. Summary of Proposed Services/Project Plan/Methodology

Offerors are encouraged to be as creative as they wish in elaboration of the project plan, but should incorporate the guidelines given below.

- Offerors are required to submit a detailed written plan, based on “Scope of Work” (Section IB) for each of the three (3) films. In addition to the narrative, this section should also include timelines, in table form, for each film, including the tasks to be performed, the timeframe for the completion of each task, and the proposed staff member(s) assigned.
- The narrative and accompanying timetables for each plan should be broken down into pre-production, production, and post-production phases, for each film.
- The plan should indicate who will be involved at each phase of the project (Lead Personnel; Technical Personnel; other project support members, sub-contracted or otherwise). The plan may indicate how the HRSA TBI Grant Project Coordinator may be used in guidance and support roles in various project phases (research, writing, transcription, editing, etc); this individual is a full-time resource for project completion.
- The project plan should consider the guidelines presented in “Total Contract Award” (Section ID), but ALL costs and cost-related narrative and tables MUST be supplied in Binder #2. (The Budget Proposal guidelines in Section IIIC, Item 3a contain information, which may also be used to elaborate the project plan.) In addition, the plan should consider that the 3 films will have a high degree of overlapping footage yet be differentiated in the editing.

- The plan should include in-state and out-of-state travel with recommendations for the pre-production and production schedule.
- Offerors are encouraged to suggest potential interview subjects, though the plan may simply refer to Brain Injured Subject #1, Brain Injured Subject #2, etc; Brain Injury Expert #1, Brain Injury Expert #2, etc; Head Start Expert #1, Head Start Expert #2, etc; and so on.
- The project plan should aim to complete the DVD for the online CME course, first. The plan should consider the need for the film to be screened for accuracy by the Brain Injury Experts and the National Association of State Head Injury Administrators (NASHIA). Feedback may necessitate additional editing of any or all films/programs by the Contractor. The project plan should account for the possibility of additional changes recommended by The Brain Trauma Foundation, the online CME host, following the submission of the CME materials for their final approval. Any changes would be the responsibility of the Contractor.
- Post-production editing for the Head Start and Native American projects should be detailed subsequent to the editing of the CME DVD and should ensue during the CME approval phase of the project, as outlined in the paragraph above.
- The lead filmmaker should plan to be available for in-state screenings by test audiences, as requested and where agreed upon.
- Editing following screening by test audiences should be included.
- The project plan should refer to the use of proposed graphics (See Section IIIC, Item 2h).
- The project plan may refer to techniques used in specific sequences of sample film work (See Section IIIC, Item 2g.)
- The plan should propose a strategy for evaluation of the effectiveness of the created materials in educating each population. This plan should include considerations for proposed media and format, and may include suggestions for proposed evaluation questions. Costs for production of these materials should be included in the Budget Proposal (Binder #2).
- Finally, the offeror should propose ideas for distribution and marketing of each of the created materials. It is not expected that distribution and marketing be included in the project scope of work or costs; rather, proposal of these ideas may be supported by suggestions for

alternative funding sources.

e. Response to Mandatory Specifications

See Section IVB for a description of the "Mandatory Specifications". Response to these Specifications need not be extensive and may, in narrative form, merely refer to where the materials specified are to be found in the Binders. Additional narrative is optional.

f. Response to Desirable Specifications

See Section IVC for a description of Desirable Technical Specifications. Experience in the subject matter areas is desirable but not mandatory. However, evaluation points will be assigned on the basis of experience. If relevant experience can be shared, offerors should outline such experience in the following order:

- Experience working with Brain Injury or other disabilities.
- Experience working with Medical Professionals or the Healthcare Industry.
- Experience working with Children or Children's Issues.
- Experience working with Native Americans or other Culturally Diverse Populations.

Finally, the offeror may elaborate on any general experience that would add to the Evaluation Committee's understanding of the offeror's ability to meet the needs of the project.

g. Samples of Documentary Film Work

Offerors are required to submit two (2) complete broadcast quality samples of documentary film work, which were produced under the leadership of the proposed lead personnel team member, who will be assigned to fulfill the contract requirements, related to this RFP.

In addition to these, up to three (3) edited clips of broadcast-quality film footage may be included, ONLY if they relate to work with Brain Injury, Medical Professionals, Children, and/or Native Americans. All sample work is to be submitted in DVD format.

h. Sample Graphics Proposed for Use in the Film Projects

Offerors are required to submit a minimum of two (2) and maximum of five (5) samples of graphics they propose to use as part of the Project Plan. At least one sample set should include text for topic introduction headings in a proposed graphics format, which will demonstrate

transition from one topic to the next. Samples may include headings for topics such as: "Symptoms of Brain Injury", "Screening for Brain Injury", and "Treatment of Brain Injury". However, any subject headings on any topic are welcome. These sample headings are intended to demonstrate the minimum level of technical skill and quality of graphics proposed to be implemented in the Project Plan. These samples should be submitted in DVD format.

i. Appendix for Written Responses to Evaluation Committee questions

This section will be submitted by the offeror as a blank divider page. Any written responses by the offeror to questions by the Evaluation Committee will be added to this section of the binder by the Procurement Manager.

3. Description of Items to be included in proposal: Binder #2:

a. Budget Proposal---Narrative/ Line Item Budget & Cost Response Form

General guidelines:

- A detailed line item budget, including Gross Receipts Taxes, as applicable, for each phase of the project should consider the guidelines given below as well as the budget allocation schedule outlined in Section I, Paragraph D of this document ("Total Contract Award"). An accompanying budget narrative is optional, but highly recommended. (Additional evaluation points are scored for inclusion of budget narrative.)
- New Mexico gross receipts taxes are excluded from the proposed maximum labor rates. They shall be shown separately on the invoice.

Travel Guidelines:

- Travel costs should be separate from time, labor, or other costs.
- The budget proposal should include out-of-state travel for five (5) pre-production trips and five (5) production trips for each of the pre-production and production cost categories.
 - Projections should be made for three (3) East Coast trips, one (1) Mid-West/Mountain trip, and one (1) West Coast trip.
 - Pre-Production trips will be 1 - 2 nights each and are to include only the lead filmmaker.

- Production trips will be 2 – 3 nights each, and are to include the lead filmmaker and any necessary support staff.
- Travel allowances will be determined using the State of New Mexico's *Regulations Governing the Per Diem and Mileage Act*, 2.42.2.8 and 2.42.211 (<http://www.dfafcd.state.nm.us/manuals/f-appna.pdf>). The following serves as a general outline per approved traveler for State allowable expenditures in the travel budget line items of the HRSA grant. Adherence to these guidelines is required for reimbursement by the State. These are the proposed guidelines per person, as allowed by the State:

Out-of-state project-related travel: (\$15,000)

1. (5) Pre-production trips (1-2 nights each) (\$6,550)
Contractor only.
(3 East coast, 1 West coast, 1 Mid-West)
(Factored 2 extra days lodging, meals, trans for flex)
 - Airfare: \$1925 (5 fares)
 - Transportation: \$1059 (shuttles, taxis, car rentals)
 - Lodging: \$2750 (avg. 2 nights / 5 trips)
 - *per diem*, Meals & Gratuities: \$816
2. (5) Production trips (2-3 nights each) (\$8,450)
Contractor and support staff (per person).
(3 East coast, 1 West coast, 1 Mid-West)
(Factored 2 extra days lodging, meals, trans for flex)
 - Airfare: \$2075 (5 fares)
 - Transportation: \$1304
 - Lodging: \$4000 (avg. 3 nights /5 trips)
 - *per diem*, Meals & Gratuities: \$1071

In-state travel mileage allowance: \$0.32 per mile.

In-state lodging outside Albuquerque/Santa Fe: \$85.00 per night.

Miscellaneous Considerations:

- Post-production editing and costs per minute of DVD length should be provided to allow determination of most cost-effective length of the materials, allowing for Head Start and/or Native American programs that could be 20 - 30 minutes in running time.
- In addition, the budget should consider that the 3 films will have a high degree of overlapping footage yet be differentiated in the editing.
- Post-production editing costs should consider the addition of menu selection items of longer length interviews of selected Brain Injury Experts as well as a short feature on accessing Brain Injury Services in the State of New Mexico for the Medical Professional products only. This footage would be included in the body of the DVD programs for Head Start and

Tribal CHRs.

- In cost evaluation for the budget proposal, the offeror should consider the HRSA TBI Grant Project Coordinator a source of creative guidance and technical support/assistance that is provided by ALTSD/HRSA; such support could preclude the need for additional support staff in some aspects of the project; for example, the HRSA TBI Grant Project Coordinator will have an active role in research, writing, transcription, and editing.
- The encumbrance of \$169,650.00 in the first year of the contract (October 15, 2007 – March 31, 2008) is expected to be more than needed to cover pre-production and production costs. The offeror should expect to carry over first year funding into the final contract year (April 1, 2008 – March 31, 2009; Year Two Contract Award: \$37,350.00) to complete post-production efforts.
- The offeror should be sure to include total costs for the creation and production of evaluation materials in the post-production sections of each project.

Evaluation Considerations (see Section VB6):

- The budget proposal will be evaluated separately from Binder #1 and will consider, in part, the ability to deliver the most work at the highest quality for the stated Total Contract Award (Section I, Paragraph D).

b. Completed “Cost Response Form” (See Appendix C)

The Cost Response Form (Appendix C) should be used to present total project costs independent of Line Item Budget and Budget Narrative.

Evaluation Considerations (see Section V, Paragraph B6):

- The Cost Response Form (found in Appendix C) will be scored during the evaluation of the proposals. This form must be completed and submitted in Binder #2. Total costs on this form must match the total stated in the budget line items and narrative of the budget proposal.

c. Response to ALTSD/HRSA Terms and Conditions

Offeror must address how they will comply with the Terms and Conditions outlined in Section IIC, Paragraph 15, and Appendix B.

d. Offeror’s Terms and Conditions

See Section IIC, Paragraph 16.

4. Description of Items to be included in proposal: Binder #3:

a. Other Supporting Materials

Offerors must submit copies of professional licenses/certifications, Tax ID, and Liability Insurance.

b. Lead Personnel Curriculum Vitae/Resume and Support Personnel Curriculum Vitae/Resumes

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

c. Lead Personnel References

Offerors must include in their proposals three (3) external professional customer references for the proposed lead member of the project team. Customer references, must have acquired services and related products from the offeror equivalent to those proposed for this procurement. The following information must be provided for each customer reference:

- Name of customer's organization
- Mailing Address
- Contact name
- Telephone number of contact (including area code and extension)
- Brief description of product created/services provided, date of completion, unit length, and cost.

d. Support Personnel References

Offerors must include in their proposals three (3) external professional customer references for each proposed member of the project team. Support Personnel, must have provided services and/or related products to the customer equivalent to those proposed for this procurement. The following information must be provided for each customer reference:

- Name of customer's organization
- Mailing Address
- Contact name
- Telephone number of contact (including area code and extension)
- Brief description of product created/services provided.

IV. SPECIFICATIONS

All offerors must be in good standing with the State of New Mexico. Offerors must respond in narrative to each mandatory specification. The narratives, along with required supporting materials, will be evaluated and awarded points accordingly.

A. Information

1. Agency Resources

The Agency will provide access to the HRSA TBI Grant Project Coordinator, who will work with and liaise with the contractor for the term of the contract in all project phases, providing project guidance, creative input, and technical assistance, as needed.

2. Level of Effort

For the purpose of preparing proposals, offerors are to assume that the contract award available in the first year of the contract may be equivalent to \$169,650.00. This is not a guarantee, as approval of carryover funds from Year One to Year Two of the HRSA grant is pending. The actual award may ultimately yield more or less than this amount. Funding is contingent on approval of grant award.

The encumbrance of \$169,650.00 in the first year of the contract (October 15, 2007 – March 31, 2008) is expected to be more than needed to cover pre-production and production costs. The offeror should expect to carry over first year funding into the final contract year (April 1, 2008 – March 31, 2009; adding to Year Two Contract Award of \$37,350.00) to complete all production-related efforts for any and all production phases, outlined in the “Scope of Work”.

The contractor will work on an as-needed basis for trips to the in-state on-site locations. Travel to out-of-state on-site locations should account for five (5) pre-production trips and five (5) production trips.

Due to the State of New Mexico budgeting process, there can be no pre-determination concerning work required for subsequent years.

3. Time Frame

The contract is scheduled to begin on October 15, 2007 but may begin sooner, if approvals are expedited. The contractor should be prepared for a Contract Award Date between September 25, 2007 and October 15, 2007 and be prepared to begin work on the date of award. All contract deliverables are to be completed by March 31, 2009.

B. Mandatory Specifications

1. Licenses, Certifications, Tax ID#, and Liability Insurance

Offerors must possess all required licenses and/or certifications as well as liability insurance at the time of proposal submission. Evidence of this fact must be submitted as part of the proposal. (Include in Binder #3, as referenced in Section IIIC, Paragraph 4.) This specification is NOT an Evaluation Factor.

2. Project Plan

Offerors must submit a thorough project plan in narrative form (see Section IIIC, Paragraph 2d), which incorporates the full Scope of Work, described in Section I, Paragraph B. The project plan must include a table outlining tasks to be performed and the timeframe for completion of each task. (Include in Binder #1, as referenced in Section IIIC, Paragraph 2.) This specification appears as an Evaluation Factor described in Section V, Paragraphs A and B.

3. Samples of Documentary Film Work

Offerors must submit complete samples of their documentary film work, as described in Section IIC, Paragraph 2g of this RFP document. (Include in Binder #1, as referenced in Section IIIC, Paragraph 2.) This specification appears as an Evaluation Factor described in Section V, Paragraphs A and B.

4. Samples of Proposed Graphics

Offerors must submit complete samples of proposed quality and type of graphics, as described in Section IIC, Paragraph 2h of this RFP document. (Include in Binder #1, as referenced in Section IIIC, Paragraph 2.) This specification appears as an Evaluation Factor described in Section V, Paragraphs A and B.

5. Curriculum vitae / Resumes

Offerors must submit resumes or *Curriculum vitae* of proposed lead and key project staff members, including proposed project staff of joint venture members or sub-contractors. (Include in Binder #3, as referenced in Section IIIC, Paragraph 4.) This specification will be considered with "Experience" in the Evaluation Factors described in Section V, Paragraphs A and B.

6. References

Offerors must include in their proposals three (3) external professional customer references for lead and each proposed member of the project team, using the guidelines provided in Section IIIC, Paragraphs 4c and 4d. (Include in Binder #3, as referenced in Section IIIC, Paragraph 4.) This specification appears as an Evaluation Factor described in Section V, Paragraphs A and B.

7. Campaign Contribution Form

Offerors must complete, sign, and include the Campaign Contribution Form found in Appendix D.

C. Desirable Specifications

Experience with one or more of the subject areas or populations is desirable, but not mandatory. Since "Experience" in/with these areas or with comparable populations will be considered, it is recommended that some narrative be supplied for lead and key personnel, which can be considered in conjunction with supplied resumes or CVs. The offeror may wish to share background or experience with Brain Injury; Medical Professionals and/or the Healthcare Industry; Children or Children's Issues; and/or Native Americans or other Culturally Diverse Populations. An opportunity is provided for general commentary about experience, as well.

V. EVALUATION

A. Evaluation Point Summary

The following is a summary of evaluation factors with point value assigned to each. These, along with the fulfillment of mandatory requirements, will be used in the evaluation of Offeror Proposals. Factors 1 – 5 total 1,000 points. Cost (Factor 6) is evaluated separately in Binder #2 for a total of 500 points. Following assignment of total points for Factors 1-5 and Factor 6, the factors will be standardized to a 1000 point scale, with 66% of 1000 available points for Factors 1-5 added to 33% of 500 available points for Factor 6.

Binder #1:

FACTOR	POINTS AVAILABLE
1. Experience	400
2. Project Plan	200
3. References	100
4. Samples of Film Work (Documentary)	200
5. Sample Graphics for Proposed Project	100
SUBTOTAL	1,000

Binder #2:

6. Cost	500
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Binder #3:

No evaluation points assigned.

TOTAL: 1500

B. Evaluation Factors

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

1. Experience (400 points)

The experience of the offeror will be evaluated based upon documented experience on similar projects and engagements. Points for staff

experience will be awarded based upon an evaluation of each staff member's experience, as it relates to their role and the needs of this contract. Resumes or CVs together with the narrative supplied for "Response to Desirable Specifications", described in Section IIIC, Item 2f, will be used to evaluate experience.

FACTOR	POINTS AVAILABLE
Experience working with Brain Injury or Other Disability	100
Lead:	75
Key Personnel:	25
Experience working with Medical Professionals or the Healthcare Industry	100
Lead:	75
Key Personnel:	25
Experience working with Children/ Children's Issues	100
Lead:	75
Key Personnel:	25
Experience working with Native Americans or Other Culturally Diverse Populations	100
Lead:	75
Key Personnel:	25

2. Project Plan (200 points)

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the project plan, as outlined by offeror in Binder #1.

Project Plan/Methodology	200
Adherence to Scope of Work (Section IIB)	45
Adherence to Project Plan Specifications (Section IIIC, Item 2d)	45
Creation of Realistic Timelines	60
Plan Proposed for Evaluation Materials	30
Ideas for Marketing and Distribution/ Overall Creativity	15
Consistent Referencing to Sample Film Work and Sample Graphics	5

3. References (100 points)

Lead:	75
Key Personnel:	25

Points for individual references will be awarded based upon an evaluation of the individual's work performed for previous clients receiving similar services to those proposed for the staff member for this contract. (Provided by the offeror in Binder #3)

4. Documentary film work samples (200 points)

Points will be awarded for samples of documentary film work. Provided by offeror in Binder #1.)

Sample Film 1:	
Technical merit	50
Content	
Overall	25
Treatment of subject matter	25

Sample Film 2:	
Technical merit	50
Content	
Overall	25
Treatment of subject matter	25

5. Graphics Samples Supporting Project Plan (100 points)

Points will be awarded overall for samples of graphics proposed for use in the film projects. (Provided by offeror in Binder #1.)

Technical merit	50
Visual appeal	25
Quality	25

TOTAL AVAILABLE POINTS (Factors 1 – 5): 1000

6. Cost (500 points)

All costs and cost-related narrative is to be supplied by the offeror in Binder #2.

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

Medical Professional Projects:

$$\frac{\text{Lowest Responsive Offer Firm Fixed Cost}}{\text{This Offeror's Firm Fixed Cost}} \times 150 = \text{Award Points}$$

Head Start Project:

$$\frac{\text{Lowest Responsive Offer Firm Fixed Cost}}{\text{This Offeror's Firm Fixed Cost}} \times 75 = \text{Award Points}$$

Total costs are to be given for both 20 and 30 minute length films on "Cost Response Form" in Appendix D.

Native American Project:

$$\frac{\text{Lowest Responsive Offer Firm Fixed Cost}}{\text{This Offeror's Firm Fixed Cost}} \times 75 = \text{Award Points}$$

Total costs are to be given for both 20 and 30 minute length films on "Cost Response Form" in Appendix D.

This proposal includes a budget narrative:	50
Totals on "Cost Response Form" match total in Budget Narrative:	50
This proposal is deemed to deliver the most work at the highest quality:	100

TOTAL AVAILABLE POINTS (Factor 6): **500**

C. Evaluation Process

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.11. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

Acknowledgement of Receipt Form for RFP

REQUEST FOR PROPOSALS

**ALTSD/HRSA Filmmaker Projects
to Educate Primary Care Provider Workforce about Brain Injury**

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix C. The RFP includes all of **69** pages.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 5:00 pm on July 12, 2007. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does / does not (**circle one**) intend to respond to this Request for Proposals.

Linda Gillet, PhD
The Brain Injury Program, Elderly and Disability Services Division
Aging and Long-Term Services Department
2550 Cerrillos Road, Santa Fe, NM 87505
505-476-4726 – phone number
505-476-4836 – fax number
lindab.gillet@state.nm.us

APPENDIX B

Contract Terms and Conditions

STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Aging and Long-Term Services Department, 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 Department of Finance and Administration ("DFA").

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as Attachment 1.

Performance Measures.

Contractor shall substantially perform the Performance Measures set forth in Attachment 1.

2. Compensation.

A. **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 Contractor under this Agreement to be performed shall equal the amount stated herein.**

B. The Agency shall pay to the Contractor in full payment for services satisfactorily performed (at the rate of \$_____ per hour) **(OR)** (based upon deliverables as outlined in the scope of work and performance measures) **(OR)** (as outlined in the budget which is made part of this Agreement as Attachment 2). The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). 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 DFA. 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.**

CHOICE – MULTI-YEAR – The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$_____) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX 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) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

Payment in FYXX, FYXX, FYXX, and FYXX 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 DFA. 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 DFA. This Agreement shall terminate on **DATE** unless terminated pursuant to paragraph 4, infra, or paragraph 5. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and 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 as a result 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.

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.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor 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 Section 38-3-1 (G) NMSA 1978. 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 Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

20. Indemnification.

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

21. 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.

22. 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.

23. 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: Linda Gillet, PhD
 HRSA TBI Grant Project Coordinator
 EDSD/ALTSD
 2550 Cerrillos Road
 Santa Fe, NM 87505
 lindab.gillet@state.nm.us

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

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant 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.

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

By: _____ Date: _____
Agency

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

By: _____ Date: _____
Contractor

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

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

By: _____ Date: _____
Taxation and Revenue Department

This Agreement has been approved by the DFA Contracts Review Bureau:

By: _____ Date: _____
DFA Contracts Review Bureau

Attachment 1

SCOPE OF WORK

A. The Contractor shall produce the following deliverables according to the stipulations outlined below.

DELIVERABLES:

The scope of work shall consist of production of the following deliverables for the stated populations:

- 1) A nationally available one-hour broadcast-quality documentary-style online CME course produced in DVD format for Physicians, Physician Assistants, Nurses, and Certified Nurse Practitioners (45-50 minutes of course content; 10-15 minutes of PowerPoint test questions), which has met the approval of The Brain Trauma Foundation and is format-ready for their purposes; in addition, the course should have menu selection items that include the option to view full-length interviews of selected Brain Injury Experts.
- 2) A one-hour broadcast-quality documentary-style program in DVD format for Medical Professionals in the State of New Mexico. The content of this DVD will be largely patterned after the CME course, described above. In addition to the option to view full-length interviews of selected Brain Injury Experts, the menu selection items should include a 5 - 10 minute segment on assisting patients in accessing Brain Injury Services in the State of New Mexico.
- 3) A 20 - 30 minute broadcast-quality educational DVD program for New Mexico's Native American Tribal CHRs, which will be provided to all of the State's Native American reservations;
- 4) A 20 – 30 minute broadcast-quality educational DVD program for New Mexico's Head Start providers, to be used in Head Start staff training; and
- 5) The creation of appropriate evaluation materials for all deliverables.

STIPULATIONS ON DELIVERABLES:

FORMAT

- All digital media deliverables are to be state-the-art, broadcast-quality, and documentary in style.
- The Medical Professional DVDs for online use and those for distribution should include menu selections to view full-length interviews of selected Brain Injury Experts as well as a segment to provide assistance in

accessing Brain Injury Services in the State of New Mexico.

- Finished DVD products should be faced with graphic artwork on both the DVD and the DVD casing.
- Deliverables with cases should be reproduced in the following quantities:
 - (5) CME Course DVDs in Read/Write format that can be delivered to Brain Trauma Foundation, the proposed host for the CME course, for their review and (upon approval of materials) online formatting.
 - (1000) Medical Professional DVDs without CME test questions in Read-only format that can be distributed to Medical Professionals, hospitals, clinics, and Universities throughout the State of New Mexico.
 - (1000) Head Start DVDs in Read-only format that can be distributed to relevant providers and staff members throughout the State of New Mexico.
 - (500) Native American Tribal CHR DVDs in Read-only format that can be distributed to tribes, reservations, and Indian Health organizations throughout the State of New Mexico.
- The final format and content of all deliverables must be approved by the HRSA TBI Grant Project Coordinator.

CONTENT

Subject matter:

All digital media deliverables are intended to educate the above stated populations about Traumatic Brain Injury (TBI), specifically to increase the awareness and recognition of Brain Injury in the populations they serve.

- The topics to be covered for the Medical Professionals may include but are not limited to “Stories of Brain Injury”, “The Epidemiology of Brain Injury”, “The Symptoms of Brain Injury”, “Screening for Brain Injury”, “Brain Injury in the Practice of Medicine”, “Assignment of ICD-9 Codes”; and “Treatment of Brain Injury”.
- The topics for Head Start Providers may include, but are not limited to “Stories of Brain Injury”, “The Epidemiology of Brain Injury”, “The Symptoms of Brain Injury”, “Screening for Brain Injury”, “Prevention”, “Parental Support”, “Special Education”, and “Accessing State Services”.

- The topics for Tribal CHRs may include, but are not limited to “Stories of Brain Injury”, “The Epidemiology of Brain Injury”, “The Symptoms of Brain Injury”, “Screening for Brain Injury”, “Family and Tribal Support”, “Accessing State Services”, and “The Holistic Approach: Integrating Native American and Western Medicine”.

Input on topics is to be provided by the HRSA Advisory Steering Committee. Creative input from the filmmaker is also welcome and encouraged. Ultimate authority for topics defined for Scope of Work will lie with The Brain Injury Program at ALTSD and may be subject to change as the projects progress.

Interview Subjects:

Individuals interviewed may include but not be limited to the following: Brain Injured Individuals and/or family members; Neurologists, Neuropsychiatrists, Psychologists, other Brain Injury Experts; Maternal & Child Health Bureau, Head Start Providers, Pediatricians, Child Mental Health Experts; Native American Liaisons, Indian Elders, Native American Experts.

Input on selection of interviewees is to be provided by the HRSA Advisory Steering Committee; Medical Board members of the Brain Injury Association & other Medical Professionals; Office of Indian Elder Affairs & Indian Health Services. Creative input from the filmmaker is also welcome and encouraged. Ultimate authority for interview subjects will lie with The Brain Injury Program at ALTSD.

PRODUCTION

- Although the creation of materials is to be a collaborative effort between the filmmaker and the HRSA TBI Grant Project Coordinator, all decisions regarding production of the deliverables are to be approved by the HRSA TBI Grant Project Coordinator.
- Collaboration between the filmmaker and the HRSA TBI Grant Project Coordinator will occur through all project stages. All work is expected to be coordinated with a single contractor lead.
- Pre-production script development to refine the CME course and the content for all three DVD programs will involve but not be limited to in and out-of state travel with the HRSA Grant Project Coordinator to various locations for preliminary interviews with representatives from the following groups: 1) Brain Injured individuals and family members, whose stories will relate to the educational needs of the three target

populations and have a profound impact in shaping the need for increased awareness among primary care providers; 2) Statewide and nationally recognized Brain Injury experts, including but not limited to Neurologists, Neurosurgeons, Psychologists, and other Brain Injury Specialists, who have expertise in the topics of interest; and 3) State Agency leaders, Head Start Providers, Native American Liaisons and Tribal CHRs.

- Pre-production activities for each film will also involve but not be limited to planning interview settings, lighting, and other production needs; creating a production schedule; conducting research; and developing pre-production scripts that will govern the CME course and DVD content and serve as a guide in the production phase.
- The production phase of the project will involve, but not be limited to, traveling in and out-of-state with the HRSA TBI Grant Project Coordinator to visit selected experts at on-site locations, conducting actual interviews of selected subjects, as outlined in the pre-production script, and collecting film footage of those interviews and related filler material, as appropriate, for each film.
- All travel arrangements are to be coordinated with the HRSA TBI Grant Project Coordinator.
- The post-production phase for all three films will involve, but not be limited to, the editing of film footage, writing/refining script narrative, addition of computer graphics, PowerPoints for the online CME test questions, music, audio voice-over, and translation of selected deliverables from English to other languages, as follows:

CME course for online use: (English only.)

CME DVD program: Spanish

Head Start DVD program: Spanish and Navajo

Native American DVD program: Navajo (and possibly one or more other Native American languages, based on additional funding availability).

- Appropriate evaluation materials must also be created in this phase for each of the deliverables.

GENERAL PROVISIONS:

Compliance with Notification of Grant Award (NGA).

The Contractor shall abide by all grant conditions set out in the NGA provided in Attachment 2 and hereby incorporated by reference.

Scope of Procurement.

Aging and Long-Term Services Department (ALTSD) reserves the option of renewing the contract on an annual basis for three additional years or any portion thereof for the purpose of improving and updating the original materials and/or expanding the scope of materials to educate other sectors of the primary care provider workforce. In no case will the contract(s), including all renewals thereof, exceed a total of four years in duration.

The initial contract shall begin on or about October 15, 2007 or as soon as possible and end on March 31, 2008.

Level of Effort.

The contract award available in the first year of the contract amounts to \$_____. Funding is contingent on approval of grant award.

The encumbrance of \$_____ in the first year of the contract (October 15, 2007 – March 31, 2008) is expected to be more than needed to cover pre-production and production costs. The offeror should expect to carry over first year funding into the final contract year (April 1, 2008 – March 31, 2009) to complete all production-related efforts for any and all production phases, outlined in the “Scope of Work”.

The contractor will work on an as-needed basis for trips to the in-state on-site locations. Travel to out-of-state on-site locations should account for five (5) pre-production trips and five (5) production trips.

Due to the State of New Mexico budgeting process, there can be no pre-determination concerning work required for subsequent years.

Warranties.

The Contractor warrants that all services provided under this Agreement will be free from defects. The warranty period for services will be for a period of six (6) months after the acceptance of the deliverable. Warranty work will be performed at the Contractor's expense.

Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Health Resources and Services Administration (HRSA) and Maternal and Child Health Bureau (MCHB) of the United States Health and Human Services Department and the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by HRSA/MCHB

or 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. The release of all contract funds will follow the Federal HRSA Grant fiscal cycle, as funds become available. However, costs will be allowable only to the extent that they are for services that are provided during the period of HRSA support. In the event that continued funding is not forthcoming, the contract provisions prescribed by 45 CFR 74.48 and 92.36(i)(2) of the NIH Grants Policy Statement specifies termination provisions for contracts in excess of \$100,000.

Compensation.

All invoices MUST BE submitted to the HRSA TBI Grant Project Coordinator and 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.

Travel allowances will be determined using the State of New Mexico's *Regulations Governing the Per Diem and Mileage Act*, 2.42.2.8 and 2.42.211.

Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of HRSA/MCHB and 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. The materials produced, in whole or in part, cannot be copyrighted or sold. As these materials are produced with Federal and State Funding, ownership falls within the public domain.

All materials produced, in whole or in part, as a result of this contract must acknowledge both Federal and State funding sources. The acknowledgment must include the following statement: "This project is supported by HRSA Grant #H21MC06750 from the Department of Health and Human Services (DHHS), Health Resources and Services Administration (HRSA), Maternal and Child Health Bureau (MCHB), and New Mexico's Aging and Long-Term Services Department (ALTSD). The contents are the sole responsibility of the authors and do not necessarily represent the official views of DHHS or ALTSD. These works are produced for the public domain. Please duplicate and distribute widely."

Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency, HRSA/MCHB, 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.

B. Services will be performed primarily at the Contractor's place of business for project planning, writing, editing and other pre- and post-production activities, as well as selected in-state and out-of-state locations for filming and other production-related activities, including post-production screening of the digital media deliverables.

C. Performance Measures

Goal 1: Produce a one-hour broadcast-quality documentary-style online CME course (as specified in "Scope of Work") in DVD format for Physicians, Physician Assistants, Nurses, and Certified Nurse Practitioners.

Objective 1: Produce a one-hour broadcast-quality documentary-style online CME course for medical professionals that will be ready for submission to Brain Trauma Foundation, or other online host entity, in DVD format by [DATE].

- Activity 1: Complete pre-production travel for Goal 1 by [DATE].
- Activity 2: Complete pre-production script for Goal 1 by [DATE].
- Activity 3: Complete production filming for Goal 1 by [DATE].
- Activity 4: Complete final script for Goal 1 by [DATE].
- Activity 5: Complete editing, PowerPoints and graphics for Goal 1 by [DATE].
- Activity 6: Complete voiceover and music for Goal 1 by [DATE].
- Activity 7: Complete screening for accuracy by TBI experts by [DATE].
- Activity 8: Complete screening and evaluation by test audience by [DATE].
- Activity 9: Complete revisions based on final feedback; complete other post-editing activities by [DATE].
- Activity 10: Submit to Brain Trauma Foundation (BTF) for online CME approval by [DATE].
- Activity 11: Complete changes as recommended by BTF and finalize formatting for resubmission by [DATE].

Goal 2: Produce a one-hour broadcast-quality documentary-style program in DVD format course (as specified in "Scope of Work") for Physicians, Physician Assistants, Nurses, and Certified Nurse Practitioners, which includes a 5 - 10 minute segment on assisting patients in accessing Brain Injury Services in the State of New Mexico.

Objective 1: Produce a one-hour broadcast-quality documentary-style program in DVD format

for Medical Professionals as stated in Goal 1 and as outlined in “Scope of Work” by [DATE].

- Activity 1: Complete pre-production travel for Goal 2 by [DATE].
- Activity 2: Complete pre-production script for Goal 2 by [DATE].
- Activity 3: Complete production filming for Goal 2 by [DATE].
- Activity 4: Complete final script for Goal 2 by [DATE].
- Activity 5: Complete editing and graphics for Goal 2 by [DATE].
- Activity 6: Complete voiceover and music for Goal 2 by [DATE].
- Activity 7: Complete screening for accuracy by TBI experts by [DATE].
- Activity 8: Complete screening and evaluation by test audience by [DATE].
- Activity 9: Complete revisions based on final feedback; translation; and other post-editing activities by [DATE].
- Activity 10: Finalize formatting, including DVD graphic artwork, and reproduce in the specified quantities by [DATE].

Goal 3: Produce a 20 - 30 minute broadcast-quality educational DVD program course (as specified in “Scope of Work”) for New Mexico’s Native American Tribal CHRs.

Objective 1: Produce a 20 - 30 minute broadcast-quality educational DVD program for New Mexico’s Native American Tribal CHRs by [DATE].

- Activity 1: Complete pre-production travel for Goal 3 by [DATE].
- Activity 2: Complete pre-production script for Goal 3 by [DATE].
- Activity 3: Complete production filming for Goal 3 by [DATE].
- Activity 4: Complete final script for Goal 3 by [DATE].
- Activity 5: Complete editing and graphics for Goal 3 by [DATE].
- Activity 6: Complete voiceover and music for Goal 3 by [DATE].
- Activity 7: Complete screening for accuracy by TBI experts by [DATE].
- Activity 8: Complete screening and evaluation by test audience by [DATE].
- Activity 9: Complete revisions based on final feedback; translation; and other post-editing activities by [DATE].
- Activity 10: Finalize formatting, including DVD graphic artwork, and reproduce in the specified quantities by [DATE].

Goal 4: Produce a 20 – 30 minute broadcast-quality educational DVD program (as specified in “Scope of Work”) for New Mexico’s Head Start providers.

Objective 1: Produce a 20 - 30 minute broadcast-quality educational DVD program for New Mexico’s Native American Tribal CHRs by [DATE].

- Activity 1: Complete pre-production travel for Goal 4 by [DATE].
- Activity 2: Complete pre-production script for Goal 4 by [DATE].
- Activity 3: Complete production filming for Goal 4 by [DATE].
- Activity 4: Complete final script for Goal 4 by [DATE].
- Activity 5: Complete editing and graphics for Goal 4 by [DATE].
- Activity 6: Complete voiceover and music for Goal 4 by [DATE].
- Activity 7: Complete screening for accuracy by TBI experts by [DATE].
- Activity 8: Complete screening and evaluation by test audience by [DATE].
- Activity 9: Complete revisions based on final feedback; translation; and other post-editing activities by [DATE].

Activity 10: Finalize formatting, including DVD graphic artwork, and reproduce in the specified quantities by [DATE].

Goal 5: Create appropriate evaluation materials, as specified in “Scope of Work”, for all deliverables.

Objective 1: Create appropriate evaluation materials for Medical Professionals by [DATE].

Activity 1: Finalize creation of evaluation materials for Goal 5, Objective 1 by [DATE].

Activity 2: Test evaluation materials for Goal 5, Objective 1 by [DATE].

Activity 3: Modify evaluation materials for Goal 5, Objective 1 by [DATE], as per test audience feedback, and reproduce in final form and quantities.

Objective 2: Create appropriate evaluation materials for Head Start Providers by [DATE].

Activity 1: Finalize creation of evaluation materials for Goal 5, Objective 2 by [DATE].

Activity 2: Test evaluation materials for Goal 5, Objective 2 by [DATE].

Activity 3: Modify evaluation materials for Goal 5, Objective 2 by [DATE], as per test audience feedback, and reproduce in final form and quantities.

Objective 3: Create appropriate evaluation materials for Native American Tribal Community Health Representatives by [DATE].

Activity 1: Finalize creation of evaluation materials for Goal 5, Objective 3 by [DATE].

Activity 2: Test evaluation materials for Goal 5, Objective 3 by [DATE].

Activity 3: Modify evaluation materials for Goal 5, Objective 3 by [DATE], as per test audience feedback, and reproduce in final form and quantities.

Attachment 2

Notification of Grant Award FY07

Attachment 3
Cost/Budget Agreement

APPENDIX C

Cost Response Form

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

The rates and fees for each project are to be broken down into pre-production, production, and post-production costs *and include all applicable Gross Receipts Taxes*. A final total cost for each project is to be recorded in the space provided.

Offerors must submit maximum total costs for each service. If offeror fails to respond to any service classifications or provide total costs per project (including all pre-production, production, and post-production activities), offeror will receive zero (0) points. The State of New Mexico is not responsible for incomplete forms.

Costs for each project will be judged independently with a maximum score of one hundred and fifty (150) for the Medical Professional Projects, seventy-five (75) for the Head Start project, and seventy-five (75) for the Native American project. See sample formula listed at end of form to understand how points are awarded.

MEDICAL PROFESSIONAL PROJECTS (DVD AND CME COURSE):

Pre-Production:

SERVICE CLASSIFICATION:	TOTAL COSTS:
1. Staff	_____
2. Equipment	_____
3. Travel	_____
4. Administrative	_____
5. Other (Please, detail expenditures below:	_____

Production: TOTAL PRE-PRODUCTION COSTS: \$ _____

Table with 2 columns: SERVICE CLASSIFICATION and TOTAL COSTS. Rows include Staff, Equipment, Travel, Administrative, and Other (Please, detail expenditures below:).

TOTAL PRODUCTION COSTS: \$ _____

Post-Production (including Evaluation materials)::

Table with 2 columns: SERVICE CLASSIFICATION and TOTAL COSTS. Rows include Staff, Equipment, Travel, Administrative, and Other (Please, detail expenditures below:). Includes instruction: (Be sure to include the costs of Evaluation materials.)

TOTAL POST-PRODUCTION COSTS: \$ _____

TOTAL COSTS FOR THIS PROJECT: \$ _____

HEAD START PROJECT:

Please enter costs below based on both a 20 minute and 30 minute production.

Pre-Production:

SERVICE CLASSIFICATION:	TOTAL COSTS:	
	<u>20 minute</u>	<u>30 minute</u>
1. Staff	_____	_____
2. Equipment	_____	_____
3. Travel	_____	_____
4. Administrative	_____	_____
5. Other (Please, detail expenditures below:)	_____	_____

TOTAL PRE-PRODUCTION COSTS:	\$ _____	\$ _____

Production:

SERVICE CLASSIFICATION:	TOTAL COSTS:	
	<u>20 minute</u>	<u>30 minute</u>
1. Staff	_____	_____
2. Equipment	_____	_____
3. Travel	_____	_____
4. Administrative	_____	_____
5. Other (Please, detail expenditures below:)	_____	_____

TOTAL PRODUCTION COSTS: \$ _____ \$ _____
Post-Production (including Evaluation materials):

SERVICE CLASSIFICATION: TOTAL COSTS:
20 minute 30 minute

- 1. Staff _____
- 2. Equipment _____
- 3. Travel _____
- 4. Administrative _____
- 5. Other (Please, detail expenditures below:)
(Be sure to include the costs of Evaluation materials.) _____

TOTAL POST-PRODUCTION COSTS: \$ _____ \$ _____

TOTAL COSTS FOR THIS PROJECT: \$ _____ \$ _____

TOTAL PRODUCTION COSTS: \$ _____ \$ _____
 Post-Production (including Evaluation materials):

SERVICE CLASSIFICATION: TOTAL COSTS:
20 minute 30 minute

- 1. Staff _____
- 2. Equipment _____
- 3. Travel _____
- 4. Administrative _____
- 5. Other (Please, detail expenditures below:) _____
 (Be sure to include the costs of Evaluation materials.) _____

TOTAL POST-PRODUCTION COSTS: \$ _____ \$ _____
TOTAL COSTS FOR THIS PROJECT: \$ _____ \$ _____

TOTAL COSTS FOR ALL 3 PROJECTS: \$ _____ \$ _____

Offeror
 Signature: _____

Title: _____

Date: _____

SAMPLE FORMULA: (refer to Section VB6, "Evaluation")

$$\frac{\text{Lowest Cost}}{\text{This Cost}} \times 75 \text{ points}$$

For example, if the following costs were received by 3 vendors:

Vendor A: \$100.00

Vendor B: \$50.00
Vendor C: \$200.00

Lowest cost is \$50.00 so \$50.00 will be used as the numerator in the cost formula. To complete the formula, each cost would be calculated as:

$50/50 * 75 = 75$ points will be awarded to lowest response.
 $50/100 * 75 = 37.5$ points will be awarded to second lowest response
 $50/200 * 75 = 18.75$ points will be awarded to the highest response

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM 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 federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the

public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

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)