

**State of New Mexico  
AND  
Tourism Department**

**REQUEST FOR PROPOSALS (RFP)**

**Media and Public Relations Agency**



**RFP#**

16 418 1002 00600

Release Date  
October 14, 2015

Due Date  
November 20, 2015

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish a Contract through competitive negotiations for the procurement of a public relations firm to enhance the existing advertising and marketing plan. The initial Contract will cover the remainder of the State of New Mexico's fiscal year 2016 (ending date June 30, 2016) and may be renewed for an additional three (3) years.

### **B. BACKGROUND INFORMATION**

Four years ago, the New Mexico Tourism Department (NMTD or Agency) developed a branding strategy to revitalize domestic tourism, a lead driver of the State's economy. At that time, visitation was in decline and the State suffered from both low awareness as a vacation destination overall and key misperceptions, namely that New Mexico is a hot, dry desert with very little to do. The New Mexico True Brand (Brand) was created to drive awareness and overcome those false perceptions by showcasing what is New Mexico True: authentic adventures steeped in the rich culture that can only be found in New Mexico.

Since the launch of the Brand in April of 2011, New Mexico has achieved record-breaking visitation levels - driving more visitors, who are spending more dollars than ever before.

The current New Mexico True marketing plan reaches the six (6) targeted fly markets of Dallas, Houston, Phoenix, San Diego, Chicago, and New York City (special extension market), and has a regional drive market initiative that includes West Texas, Denver and Southern Colorado, and Eastern Arizona, as well as select national niche audiences. Future expansion plans include the markets of San Francisco, and Seattle/Tacoma, and expansion into New York City year-round.

### **C. SCOPE OF PROCUREMENT**

NMTD seeks a well-qualified media and public relations firm with a proven track record to develop and execute an aggressive, innovative public relations campaign in the United States to create an engaging and authentic platform to talk about the Brand, ignite top of mind awareness of New Mexico as a premier travel destination that offers "adventure steeped in culture," and to motivate "venturesome travelers" to choose New Mexico for their next great travel experience. The current annual budget for these services is one hundred thousand dollars (\$100,000.00.)

### **D. PROCUREMENT MANAGER**

1. NMTD has assigned a Procurement Manager who is responsible for the conduct of this procurement. Their name, address, telephone number and electronic mail (email) address are listed below:

Name: Billie Neese, Procurement Manager  
Address: 491 Old Santa Fe Trail  
Santa Fe, NM 87501  
Telephone: (505) 827-6733  
Email: billie.neese@state.nm.us

2. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other State employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

## **E. DEFINITION OF TERMINOLOGY**

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

“**Authorized Purchaser**” means an individual authorized by a participating entity to place orders against the Contract that results from this RFP.

“**Award**” means the final execution of the Contract document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

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

“**Confidential**” means Confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, § 57-3-A-1 to § 57-3A-7. See 1.4.1.45 NMAC. As one example, no information that could be obtained from a source outside this RFP can be considered Confidential information.

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

“**Contractor**” means any business having a Contract with a State Agency or local public body.

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

“**Desirable**” means the terms "may," "can," "should," "preferably," or "prefers" that identify a Desirable or discretionary item or factor.

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

“**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for Contract Award. It will contain Written Determinations resulting from the procurement.

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

“**Mandatory**” means terms such as "must," "shall," "will," "is required," or "are required" that identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

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

“**Price Agreement**” means a definite quantity Contract or indefinite quantity Contract which requires the Contractor to furnish items of tangible personal property, services or construction to a State Agency or a local public body that issues a purchase order, if the purchase order is within the quantity limitations of the Contract.

“**Procurement Manager**” means any person or designee authorized by a State Agency or local public body to enter into or administer Contracts and make Written Determinations with respect thereto.

“**Redacted**” means a version or copy of a proposal with the information considered Confidential, as defined by 1.4.1.45 NMAC and outlined in Section II. Paragraph C.8 of this RFP, blacked out BUT NOT omitted or removed.

“**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, that are 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”** means an offer which conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to price, quality, quantity or delivery requirements.

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

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

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

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

**“Unredacted”** means a version or copy of a proposal that contains all of the complete information, including any that the Offeror would otherwise consider confidential, such copy will only be used for the purposes of evaluation.

**“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **F. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the procurement library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Procurement Regulations and Request for Proposal – RFP instructions:  
<http://nmtourism.org/rfp/#proclib>



## II. CONDITIONS GOVERNING THE PROCUREMENT

This Section of the RFP contains the schedule, description and conditions governing the procurement.

### A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	NMTD	10.19.15
2. Distribution List	NMTD	10.23.15
3. Deadline to Submit Questions	Potential Offerors	10.28.15
4. Response to Written Questions	Procurement Manager	11.4.15
<b>5. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>11.20.15</b>
6. Proposal Evaluation	Evaluation Committee	12.7.15
7. Selection of Finalists	Evaluation Committee	12.9.15
8. Best and Final Offers	Finalist Offerors	12.11.15
10. Contract Awards	Agency/ Finalist Offerors	12.14.15
11. Contract Effective Date	Agency/Contractor	1.1.16

### B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. Paragraph A., above.

#### 1. Issuance of RFP

This RFP is being issued on behalf of NMTD on October 19, 2015.

#### 2. Acknowledgement of Receipt

Potential Offerors should complete and return via email a scanned copy of the "Acknowledgement of Receipt of Request for Proposals Form" (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 to the Procurement Manager by 5:00 pm MST or MDT on October 23, 2015.

The procurement distribution list will be used for the distribution of Written responses to questions. Failure to return the "Acknowledgement of Receipt of Request for Proposals

Form" shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the procurement distribution list.

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

Potential Offerors may submit Written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All Written questions must be addressed to the Procurement Manager as declared in Section I. Paragraph D. Procurement Manager, questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

### **4. Response to Written Questions**

Written responses to questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An email copy will be sent to all Offeror's that provide "Acknowledgement of Receipt of Request for Proposals Forms" described in Section II. Paragraph B.2, before the deadline. Additional copies will be posted to: <http://nmtourism.org/advertising-rfp-question-answer-page/>

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

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON NOVEMBER 20, 2015.** Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

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

### **6. Proposal Evaluation**

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

Some discrepancies in the proposals may exist. Those discrepancies will be looked at and decided upon by the Evaluation Committee during the proposal evaluation.

## **7. Selection of Finalists**

The Evaluation Committee will select and the Procurement Manager will notify the Finalist Offerors as per schedule Section II. Paragraph A., or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

## **8. Best and Final Offers**

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

## **9. Finalize Contractual Agreements**

Any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. Paragraph A., or as soon thereafter as possible. This date is subject to change at the discretion of the Agency. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, NMTD reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **10. Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency will award as per the schedule in Section II. Paragraph A., or as soon as possible thereafter. This date is subject to change at the discretion of the Agency.

The Contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and NMTD taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The Award is subject to appropriate NMTD and State approval.

# **C. GENERAL REQUIREMENTS**

## **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement Section in the Letter of Transmittal (Appendix E). 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 potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall also be borne solely by the Offeror.

## **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime Contractor is solely responsible for the fulfillment of all requirements of the contractual agreement with the Agency. The Agency will make payments to only the prime Contractor.

## **4. Subcontractors/Consent**

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

## **5. Amended Proposals**

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

## **6. Offeror's Rights to Withdraw Proposal**

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

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

## **7. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90)

days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

## **8. Disclosure of Proposal Contents**

- A. Proposals will be kept Confidential until negotiations and the Award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or Confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
1. 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.
  2. Confidential data is restricted to:
    1. Confidential financial information concerning the Offeror's organization; and
    2. Data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, § 57-3A-1 to § 57-3A-7.
    3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or Confidential information.

## **9. No Obligation**

This RFP in no manner obligates the State of New Mexico or NMTD to the use of any Offeror's services until a valid Written Contract is awarded and approved by the appropriate authorities.

## **10. Termination**

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

## **11. Sufficient Appropriation**

Any Contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be 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.

## **12. Legal Review**

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

### **13. Governing Law**

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

### **14. Basis for Proposal**

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

### **15. Contract Terms and Conditions**

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

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

Should an Offeror object to any of the terms and conditions as set forth in the Sample Contract strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency, and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

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

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a Contract negotiated with NMTD. Please see Section II. Paragraph C.15 for the requirements.

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

## **16. Offeror Qualifications**

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

## **17. 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 same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **18. Change in Contractor Representatives**

NMTD reserves the right to require a change in Contractor representatives if the assigned representative(s) is(are) not, in the opinion of the NMTD, adequately meeting the needs of the NMTD.

## **19. Notice of Penalties**

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

## **20. NMTD Rights**

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

## **21. Right to Publish**

Throughout the duration of this procurement process and Contract term, Offerors and Contractors must secure from the NMTD Written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or NMTD Contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the Contract.

## **22. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico.

## **23. Confidentiality**

Any Confidential information provided to, or developed by, the Contractor in the performance of the Contract resulting from this RFP shall be kept Confidential and shall not be made available to any individual or organization by the Contractor without the prior Written approval of the NMTD.

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

## **24. Electronic Mail Address Required**

A large part of the communication regarding this procurement will be conducted by email. Offeror must have a valid email address to receive this correspondence. (See also Section II. Paragraph B.5).

## **25. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the NMTD, the Offeror acknowledges that the version maintained by the NMTD shall govern. Please refer to: <http://nmtourism.org/rfp/#proclib>

## **26. New Mexico Employees Health Coverage**

A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the term of the Contract, Offeror must agree to have in place, and agree to maintain for the term of the Contract, health insurance for those employees if



the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed two hundred fifty thousand dollars (\$250,000).

- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the State.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information  
<http://www.insurenewmexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery Contracts (Price Agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), these requirements shall apply the first day of the second month after the Offeror reports combined sales (from State and, if applicable, from local public bodies if from a Price Agreement) of two hundred fifty thousand dollars (\$250,000).

## **27. Campaign Contribution Disclosure Form**

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

## **28. Letter of Transmittal**

Offeror's proposal must be accompanied by the "Letter of Transmittal Form" (Appendix E) which must be completed and signed by an individual person authorized to obligate the company. The Letter of Transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and email address of the person authorized by the Offeror organization to contractually obligate the business entity providing the offer.
3. Identify the name, title, telephone, and email address of the person authorized to negotiate the Contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and email addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify subcontractors (if any) anticipated to be utilized in the performance of any resultant Contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded Contract.

7. Identify the following with a check mark and signature where required:
  - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. Paragraph C.1;
  - b. **Explicitly** indicate acceptance of Section V. of this RFP; and
  - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in paragraph 2 above.

## **29. Pay Equity Reporting Requirements**

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a Contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the Contract is directly with the out-of-state Contractor and fulfilled directly by the out-of-state Contractor, and not passed through a local vendor.
- B. For Contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than one hundred eighty (180) days has elapsed since submittal of the last report, at the completion of the Contract.
- C. Should the Offeror not meet the size requirement for reporting at Contract Award, but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Contract. Offeror must further agree that, should one or more subcontractor(s) not meet the size requirement for reporting at Contract Award, but subsequently grows such that they meet or exceed the size requirement for reporting, the Offeror will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor(s) meeting or exceeding the size requirement.

## **30. Disclosure Regarding Responsibility**

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

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible for Award of Contract by any Federal entity, State Agency or local public body;
  2. Has within a three (3) year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) Contract or subcontract;
    - b. Violation of Federal or State antitrust statutes related to the submission of offers; or
    - c. The commission in any Federal or State jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. Is presently indicted for, or otherwise criminally or civilly charged by any (Federal State or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. Has, preceding this offer, been notified of any delinquent Federal or State taxes in an amount that exceeds three thousand dollars (\$3,000.00) of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three (3) year period preceding this offer, had one or more Contracts terminated for default by any Federal or State Agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate Written notice to the Procurement Manager or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the Determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror non-responsive.

- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an Award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the Contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (Federal, State or local) with commission of any offenses named in this document the Contractor must provide immediate Written notice to the Procurement Manager or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Agency may terminate the involved Contract for cause. Still further the SPA or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the SPA or Central Purchasing Officer.

### **31. New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

#### **A. New Mexico Resident Business Preference**

#### **B. New Mexico Resident Veterans Business Preference**

In addition to a copy of the certification, the Offeror should sign and complete the "Resident Veterans Preference Certificate Form," as provided in this RFP.

**The Agency shall not award a business both a New Mexico Resident Business Preference and a New Mexico Resident Veteran Business Preference.**

**The New Mexico Preferences shall not apply when the expenditures for this RFP includes Federal funds.**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

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

#### B. RESPONSE SUBMISSION

1. Offerors should deliver a complete electronic proposal to the Procurement Manager's Dropbox account. As an alternative to the Dropbox option, Offerors may submit proposals via a flash drive to the address specified for the Procurement Manager. All submission requirements and due dates will be the same for this format.
2. Offerors must establish a Dropbox account from which to upload their proposals to the Procurement Manager for use as outlined in Section III. Paragraph C. For information how to establish a Dropbox account, please refer to: <https://www.dropbox.com/en/help/19>.
3. **Response to Technical Specifications** – One (1) electronic upload (**Folder 1**) must be submitted in the sequence described in Section III. Paragraph C.1. All information for the technical proposal must be combined into a single .pdf file for uploading, **but must contain individual sections as specified in Section III. Paragraph C.1.**
  - a. Proposals containing Confidential information **must** be submitted as two (2) separate folders:
    - i. **Unredacted** version for evaluation purposes.
      - Upload the Unredacted version in “Unredacted Technical Proposal Folder 1.1”
    - ii. **Redacted** version (Confidential information omitted by removing and indicating, in writing, Confidential information omitted here) for the public file.
      - Upload the Redacted version in “Redacted Technical Proposal Folder 1.3”
  - b. Video and/or audio files of are welcomed and may be uploaded separately to the same Dropbox folder (**Folder 1**). Additional files must be referenced or linked within the content of the primary .pdf document(s).
4. **Response to Business Specifications** – One (1) electronic upload (**Folder 2**) must be submitted in the sequence described in Section III. Paragraph C.1.

For technical support issues contact (505) 476-0210 or [max.lehman@state.nm.us](mailto:max.lehman@state.nm.us).

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

## **C. PROPOSAL FORMAT**

All proposals must be submitted to the Procurement Manager via Dropbox in .pdf format or by choosing the “read only” option. Folder 1 should be titled “Technical Specifications,” and Folder 2 should be titled “Business Specifications” and should include corresponding subfolders labeled to include lettering and numbering. For example, Folder 2, Subfolder A should be titled “A. Letter of Transmittal,” Subfolder B should be titled “B. Financial Stability,” continuing until all subfolders have been titled to include each corresponding letter.

### **1. Proposal Content and Organization**

#### **A. Response to Technical Specifications (Folder 1):**

1. Table of Contents
2. Proposal Summary (Optional)
3. Government Agency References:
  - a. Statement of Government Agency References (Appendix F);
  - b. Additional information to augment Appendix F such as biographies/experience of key team members; and
  - c. Samples of recent work to include no less than five (5) published articles your Firm has been directly responsible within the past twelve (12) months;
4. Financial Terms: Proposed Budget (Appendix D)
5. Response to Mandatory Specifications (Section IV. Paragraph C.3.):
  - a. Proposed Media and Public Relations Plan
  - b. Narrative Approach to Reaching Niche Audiences
  - c. Narrative Response to Pitch Scenarios
  - d. Top 25 Publications List
  - e. Measurement System

#### **B. Response to Business Specifications (Folder 2):**

1. Letter of Transmittal (Appendix E)
2. Current Client List
3. Financial Stability
4. Response to Contract Terms and Conditions
5. Offeror’s Additional Terms and Conditions
6. Signed Campaign Contribution Disclosure Form (Appendix B)
7. New Mexico Preference - Resident Vendor (Appendix G)
8. New Mexico Preference - Resident Veteran (Appendix G)

Within each Section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate Section of the proposal.

The Offerors fully warrants that all electronic submissions are free of error, computer viruses, malware or any other malicious computer code, files or programs. At the sole discretion of NMTD,

an Offeror may be disqualified and held liable for damages based on the inclusion of the above referenced in any electronic submission.

## **IV. SPECIFICATIONS**

### **A. SCOPE OF WORK**

The Contractor shall implement and execute an aggressive and innovative public relations campaign in the U.S. and specific targeted markets to create an engaging and authentic platform for the Brand, to ignite a top of mind awareness of New Mexico as a premier travel destination that offers “adventure steeped in culture,” and to motivate “venturesome travelers” to choose New Mexico for their next great travel experience.

The selected Offeror will be expected to:

1. Expand awareness of New Mexico as a travel destination by developing and executing an annual media relations plan that includes a schedule of recommended editorial and promotional activities within each target market.
2. Provide crisis communications consultation and support, as needed.
3. Manage an aggressive, proactive media relations campaign by developing and pitching story ideas that reinforce the Brand and point of difference as a destination that offers “adventures steeped in culture.”
4. Strategically pitch, select and secure top journalists in key markets to visit various destinations in New Mexico for maximum media exposure. These journalists will have a good record of tourism and travel-related articles produced in reputable media publications, and will be able to provide samples of their work, if requested.
5. Sustain visibility through creative integrated public relations initiatives.
6. Develop and execute imaginative, out-of-the-box, strategies for generating publicity (stunts, guerilla tactics) that invite participation and engage a conversation.
7. Monitor HARO (Help-a-Reporter-Out), and other pitch sources to constantly be on the lookout for opportunities where New Mexico experiences can be included.

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials, will be evaluated and awarded points accordingly.

### **B. TECHNICAL SPECIFICATIONS**

#### **1. Professional References and Experience (Appendix F)**

Offerors should provide a minimum of three (3) references from clients including private, State or large local government clients within the last three (3) years. Additionally, describe the public relations campaign delivered to each. Offerors are required to submit a Statement of References (Appendix F).

Professional References must be included as part of the Offeror's proposal. Failure to include this information will result in elimination from consideration. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager will send a professional reference form to the listed references and provide completed forms to the Evaluation Committee. Additionally, NMTD reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II. Paragraph C.18.

## **2. Mandatory Specifications**

- a. Based on a one hundred thousand dollar (\$100,000.00) annual budget, Offeror shall propose a one (1) year media and public relations plan that includes:
  - i. Suggested Pitch Calendar (include short- and long-term pitches and targets);
  - ii. Promotional Activities (include descriptions, markets and desired outcomes);
  - iii. Media Missions (include timing, targeted publications/journalists, and rationale);  
and
  - iv. Individual and/or Group FAM Tours (include timing, publications/journalists, and rationale).
- b. Offeror shall provide a narrative approach to reaching New Mexico's targeted niche audiences who crave authenticity and have an interest in cultural heritage, arts and artisans, and cuisine.
- c. Offeror shall provide a narrative response to each of the following scenarios:
  - i. The New Mexico True Green Chile Cheeseburger Trail has been in existence since 2009 and was recently named "Best Food Trail" in the country by the readers of USA Today's 10 Best. Offerors should describe how they can capitalize on that national recognition;
  - ii. NMTD's plans to expand into the San Francisco market in July 2017. Offeror should describe how they would approach that expansion from a PR perspective;
  - iii. The Albuquerque International Balloon Fiesta is one of New Mexico's trademark events that attracts hundreds of thousands of people each year, often repeat visitors. Offerors should describe how they can refresh the pitch and gear it to an audience of millennials;
  - iv. New Mexico has a robust collection of "New Mexico True Stories," video assets designed to boost in-State pride while bringing awareness of New Mexico to niche audiences. Offerors should describe how they would pitch the "The Visionary," the story of Michael Naranjo, with a desired objective of driving travel to New Mexico. Refer to <http://www.newmexico.org/true-stories/>; and
  - v. Offeror should describe how they would pitch New Mexico to Spud Hilton.
- d. Offeror shall list the top twenty five (25) recommended publications in which they would prioritize pitching stories about New Mexico.



- e. Offeror shall define the matrix in which they will utilize to measure the results of all media and public relations efforts.

## **C. BUSINESS SPECIFICATIONS**

### **1. Financial Stability**

Offerors must submit copies of the most recent independently audited financial statements, the most current 10K, as well as financial statements for the preceding three (3) years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and instead submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

### **2. Letter of Transmittal Form**

The Offeror's proposal **must** be accompanied by the "Letter of Transmittal Form" (Appendix E). The form **must** be completed and contain a hand written signature by the person authorized to obligate the company, typed signature blocks will **not** be accepted. If the "Letter of Transmittal Form" is not properly signed, the Offeror can be disqualified.

### **3. Campaign Contribution Disclosure Form**

The Offeror must complete an **unaltered** "Campaign Contribution Disclosure Form" and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See Appendix B). The form **must** contain a hand written signature by the person authorized to obligate the company, typed signature blocks will **not** be accepted. If the "Campaign Contribution Disclosure Form" is not properly signed, the Offeror can be disqualified.

### **4. Proposed Budget**

The Offeror must submit a complete budget based on criteria defined in Section IV. Paragraph B.3.

### **5. Resident Business or Resident Veterans Preference**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this Section. In addition, for the Resident Veterans Preference, the attached "Certification Form" (Appendix G) must accompany any offer and any business wishing to receive the preference must complete and sign the form.

## D. ORAL PRESENTATIONS

Finalists may be asked to make oral presentations via teleconference.

## V. EVALUATION

### 1. EVALUATION POINT SUMMARY

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

<b>Factors – correspond to Section IV. Paragraph B and Paragraph C</b>	<b>Points Available</b>
<b>2. Technical Specifications</b>	
B. 1. Professional References and Experience	10
<b>B. 2. Mandatory Specifications</b>	
B.2.a Annual Media Plan	20
B.2.b Narrative Targeting Niche Audiences	20
B.2.c Narrative Regarding Specific Scenarios	20
B.2.d Recommended Publications	10
B.2.e. Measurement Matrix	10
<b>3. Business Specifications</b>	
C.1. Financial Stability	Pass/Fail
C.2. Letter Of Transmittal	Pass/Fail
C.3. Signed Campaign Contribution Disclosure Form	Pass/Fail
C.4 Proposed Budget	10
<b>SUB-TOTAL POTENTIAL POINTS AWARDED</b>	
C.6. New Mexico Preference - Resident Vendor Points per Section IV. Paragraph C. 6	5
C.6. New Mexico Preference - Resident Veterans Points per Section IV. Paragraph C.6	5
<b>TOTAL POTENTIAL POINTS AWARDED</b>	<b>100</b>
D. Oral Presentations	<b>20</b>
<b>POTENTIAL GRAND TOTAL POINTS AWARDED</b>	<b>130</b>

Table 1: Evaluation Point Summary

## B. EVALUATION FACTORS

### 1. B.1 Professional References and Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

## **2. B.2 Mandatory Specifications (See Table 1)**

Points will be awarded based upon an evaluation of the responses to the mandatory specifications defined in Section IV. Paragraph B.2. a-e. Lack of a response will be awarded zero (0) points.

### **3. C.1 Financial Stability (See Table 1)**

Pass/Fail only. No points assigned.

### **4. C.2 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

### **5. C.3 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

### **6. C.4 Proposed Budget (See Table 1)**

### **7. C.6. New Mexico Preferences**

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

#### **A. New Mexico Resident Business Preference**

If the Offeror has provided their "Preference Certificate," the Preference Points for a New Mexico Resident Business Preference is five percent (5%).

#### **B. New Mexico Resident Veterans Business Preference**

If the Offeror has provided their "Preference Certificate" **and** the "Resident Veterans Certification Form," the Preference Points are one of the following:

- Ten percent (10%) for less than one million dollars (\$1M) (prior year revenue).
- Eight percent (8%) for more than one million dollars (\$1M), but less than five million (\$5M) (prior year revenue).
- Seven percent (7%) for more than five million (\$5M) (prior year revenue).

## **8. D. Oral Presentations**

Points will be awarded based upon an evaluation of the oral presentations to the mandatory specifications defined in Section IV. Paragraph B.2. a-e. Lack of a response will be awarded zero (0) points.

## **C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. Paragraph B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The Responsible Offerors with the highest scores will be selected as Finalist Offerors, based upon the proposals submitted. The Responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for Award (as specified in Section II. Paragraph B.8). 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

Public Relations Agency  
16 418 1002 00600

In acknowledgement of receipt of this Request for Proposals the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX G.

The Acknowledgement of Receipt should be signed and returned to the Procurement Manager no later than 5:00 PM MST/DT October 9, 2015. 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 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 Proposals.

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

Billie Neese Procurement Manager  
Public Relations Firm  
RFP # 16 418 1002 00600  
New Mexico Tourism Department  
491 Old Santa Fe Trail  
Santa Fe, NM 87501  
E-mail: [billie.neese@state.nm.us](mailto:billie.neese@state.nm.us)

## **APPENDIX B**

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

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

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

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

“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)



**APPENDIX C**  
**SAMPLE CONTRACT**

STATE OF NEW MEXICO

**Tourism Department**

PROFESSIONAL SERVICES CONTRACT # \_\_\_\_\_

THIS AGREEMENT is made between the State of New Mexico, **Tourism Department**, “NMTD or Agency” and **NAME OF CONTRACTOR**, “Contractor”. NMTD and Contractor a “Party” and collectively “Parties”. It is effective as of the date set forth below upon which it is executed by the final signature to this contract.”.

THEREFORE, the Parties agree as follows:

**1. Scope of Work.**

The Contractor shall perform the following work:

**2. Compensation.**

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

B. Payment is subject to availability of funds pursuant to Article 5, Appropriations, set forth below and to any negotiations between the Parties from year to year pursuant to Article 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by NMTD 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 NMTD finds that the services are not acceptable, within thirty (30) 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 outline the steps the Contractor may take to provide remedial action. Upon certification by NMTD that the services have been received and accepted, payment will be tendered to the Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment will be deemed tendered on the date it is postmarked. However, NMTD 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 THE DATE OF THE FINAL SIGNATURE IS OBTAINED. This Agreement will terminate on **(DATE)** unless terminated pursuant to Article 4, Termination, or Article 5. In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, will exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150.

**4. Termination.**

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

D. Termination Management. Immediately upon receipt by either NMTD 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 NMTD; 2) comply with all directives issued by NMTD in the notice of termination as to the performance of work under this Agreement; and 3) take such action as NMTD shall direct for the protection, preservation, retention or transfer of all property titled to the NMTD and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with Contract funds will 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 NMTD 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 shall 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 NMTD.

**8. Subcontracting.**

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

**9. Release.**

Final payment of the amounts due under this Agreement will operate as a release of NMTD, 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 will be kept Confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

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

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

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

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

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

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

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

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

transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in NMTD's making this Agreement;

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

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

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

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

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

### **13. Amendment.**

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

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

### **14. Merger.**

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

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

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

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**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 will be subject to inspection by NMTD, DFA and the State Auditor. NMTD shall have the right to audit billings both before and after payment. Payment under this Agreement will not foreclose the right of NMTD to recover excessive or illegal payments

**20. Indemnification.**

The Contractor shall defend and indemnify NMTD 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 NMTD and the Risk Management Division of the New Mexico General Services Department by certified mail.

**21. Quality Control.**

NMTD shall have the right, at all reasonable times, to inspect the Contractor's services and promotional activities employing the Brand to ensure that such use is of proper quality and otherwise consistent with this Agreement, and may terminate the Agreement should it determine that the use is inconsistent with this Agreement.

**22. New Mexico Employees Health Coverage.**

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

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

C. Contractor will advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

**23. Employee Pay Equity Reporting.**

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If Contractor has two hundred fifty (250) or more employees Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor will also complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than one hundred eighty (180) days has elapsed since submittal of the last report, at the completion of the Contract, whichever comes first. Should Contractor not meet the size requirement for reporting at Contract Award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor will levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Contract if said subcontractor(s) meets, or grows to meet, the

stated employee size thresholds during the term of the Contract. Contractor further agrees that, should one or more subcontractor(s) not meet the size requirement for reporting at Contract Award, but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor(s), within ninety (90) days of that subcontractor(s) meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor(s), will be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this Paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

**23. 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.

**24. 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.

**25. Notices.**

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

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

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

**26. Authority.**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**APPENDIX D**  
**PROPOSED BUDGET**

# APPENDIX E

## Letter of Transmittal Form

RFP#: \_\_\_\_\_

Offeror Name: \_\_\_\_\_ FED ID# \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of any resultant contract OR

The following sub-contractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

\_\_\_\_\_  
(Attach extra sheets, as needed)

7.  On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2015

Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

## APPENDIX F

### PROFESSIONAL REFERENCES AND EXPERIENCE FOR:

Agency Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Names and Title of Principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date agency was organized \_\_\_\_\_

Principals' prior experience: \_\_\_\_\_

\_\_\_\_\_

Add Additional Pages as Necessary

Reference	Contact Information	Type of PR Campaign

## APPENDIX G

### New Mexico Preference Resident Veterans Certification

**Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).**

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

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\* (Date)

\*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an Award or termination of Award of the procurement involved if the statements are proven to be incorrect.