

**PROFESSIONAL SERVICES
REQUEST FOR PROPOSALS**

STATE OF NEW MEXICO

TOURISM DEPARTMENT



**NEW MEXICO TOURISM DEPARTMENT
MARKETING CAMPAIGN**

February 2, 2009

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)

The State of New Mexico Tourism Department (NMTD) is soliciting proposals for a full service, highly creative advertising agency to promote tourism on a contractual basis. This (RFP) is for Tourism advertising and promotion only. NMTD advertising budget is approximately three million dollars (\$3,000,000) per fiscal year. Funding for the advertising agency contract is contingent on funds appropriated by the New Mexico State Legislature.

Further information on NMTD may be accessed via the following Internet web link:

<http://www.newmexico.org/department>

B. SUMMARY SCOPE OF WORK

The contractor will be required to provide comprehensive integrated marketing services, which include, but are not limited to: creative development for ads; internet and publications; production; media planning; media placement; and public relations. Production will include print, radio, television, film, video, Internet and out of home.

The State shall own or acquire all copyright assignments to any resulting items or other proprietary interest in items: e.g., art, printed materials, video, photography and copy which have been produced pursuant to the contract.

C. SCOPE OF PROCUREMENT

The scope of the procurement shall be to perform appropriate research, develop a proposed approach, justify that approach, and, upon approval to go-ahead, develop and implement a cross-media marketing program.

The contract shall begin upon successful public award of the procurement and is anticipated to begin on or about July 1, 2009 for one year with options to renew on an annual basis, or any portion thereof, for up to 3 additional years. In no case shall the contract and all extensions thereto exceed a total of four (4) years in duration.

D. PROCUREMENT MANAGER

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

Martin Leger
New Mexico Tourism Dept.
Lamy Building
491 Old Santa Fe Trail
Santa Fe, NM 87503
Martin.leger@state.nm.us
T: (505) 827-8036

All deliveries via express carrier (**INCLUDING PROPOSAL DELIVERY**) should be addressed as follows:

Martin Leger
New Mexico Tourism Dept.
Lamy Building
491 Old Santa Fe Trail
Santa Fe, NM 87503

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. (**E-Mail preferred.**)

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.

E. DEFINITION OF TERMINOLOGY

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

- "Agency" means the New Mexico Tourism Department.
- "Close of Business" means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.
- "Contract" means a written agreement for the procurement of items of tangible personal property or services.
- "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 Agency 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.
- "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 rejection of the offeror's proposal.
- "Offeror" is any person, corporation, or partnership who chooses to submit a proposal.
- "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" means the person designated by the Agency to manage the contractor work effort.
- "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 that 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.

F. PROCUREMENT LIBRARY

The Procurement Library contains information listed below:

- Procurement Regulations, 1.4.1 NMAC.

(A copy may be obtained from the following website address: www.newmexico.org/departments)

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:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Agency	02/02/09
2.	Pre-Proposal Conference Potential Offerors	Agency, 2:00 p.m.	02/11/09
3.	Distribution List Response	Potential Offerors	02/13/09
4.	Deadline to Submit Additional Questions	Potential Offerors	02/16/09
5.	Response to Written Questions/RFP Amendments	Agency	02/20/09
6.	Submission of Proposal	Offeror	03/06/09 2:00 p.m.
7.	Proposal Evaluation	Evaluation Committee	03/07 to 03/20/09
8.	Selection & Notification of Finalists	Evaluation Committee	03/23/09
9.	Oral Presentations (Best and Final Offers)	Offeror	on or about 04/03/09
10.	Proposal Evaluation Completed	Evaluation Committee on or about	04/06/09

11.	Contract Finalized	Agency, Offeror	04/06/09 to 04/15/09
12.	Contract Award	Agency	04/15/09
13.	Protest Deadline	Offerors	04/30/09

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is being issued by the Agency February 2, 2009.

2. Pre-Proposal Conference

A pre-proposal conference will be held on February 11, 2009, beginning at 2:00 p.m. Mountain Time at the New Mexico Tourism Department Conference Room, 491 Old Santa Fe Trail (The Lamy Building), Santa Fe, New Mexico, 87503.

Potential offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph D).

The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential offerors that attended the pre-proposal conference. Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal but is highly recommended.

3. Distribution List Response Due

Potential offerors should hand deliver 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 on February 13, 2009. The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

4. Deadline to Submit Additional Written Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until **NOON MST** on February 16, 2009. All written questions must be sent by e-mail 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 distributed via e-mail on February 20, 2009, to all potential offerors whose organization name appears on the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than two (2) days after the answers and/or amendments were issued.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M. MOUNTAIN TIME ON March 6, 2009. Proposals received after this deadline **will not be accepted**. The date and time of receipt 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 "NEW MEXICO TOURISM DEPARTMENT MARKETING CAMPAIGN RFP".

Proposals submitted by facsimile, or other electronic means, **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 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 the Agency management. This process will take place from March 7-March 20, 2009. 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 and Notification of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist offerors by March 23, 2009. Only finalists will be invited to participate in the subsequent steps of the procurement.

9. Oral Presentations (Best and Final Offers)

Finalist offerors will be required to travel to Santa Fe or Albuquerque, NM and present their proposals to the Evaluation Committee on or about April 3, 2009. Offerors will be notified exactly where, which date, and what time their presentation will be held. This presentation will be considered the offeror's Best and Final Offer (BAFO).

10. Proposal Evaluation Completed

The Evaluation Committee will complete the scoring of the Best and Final Offers, as well as the Oral Presentations, on or about April 6, 2009.

11. Finalize Contract

The contract will be finalized with the most advantageous offeror between April 6 and April 15, 2009. 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.

12. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Procurement Manager and the signed contract, the Agency will award the contract on or about April 15, 2009. This date is subject to change at the discretion of the Procurement Manager.

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.

13. 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 as of close of business on April 30, 2009. Protests must be written and must include the name and address of the protestor and the Request for Proposal title. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested. The protest must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. 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

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only the prime contractor.

4. Subcontractors/Partners

Use of subcontractors/partners must be clearly explained in the proposal, and all subcontractors/partners must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors/partners are used. Even if subcontractors/partners are used, one offeror must be the lead, submit the proposal, and be fully responsible for all aspects of the proposal process and subsequent contract, if awarded to that team.

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. 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 ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is invited.

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 is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret 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 Procurement Manager 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. 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.

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 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.

12. 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.

13. Governing Law

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

14. 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.

15. 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 E, "Contract Terms and Conditions". However, the Agency reserves the right to negotiate with a successful offeror provisions in addition to those or different than contained in this RFP or Appendix E. 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 E, 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.

All contracts for professional services are subject to the review and approval of DFA pursuant to 13-1-118 NMSA 1978 and DFA Rule 2NMAC40.2.

16. Offerors' 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.

17. 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.

18. 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.

19. 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 or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. 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 kickbacks.

22. Agency Rights

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

23. Right to Publish

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.

24. 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 may be returned after the expiration of the protest period.

25. 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 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.

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

A. NUMBER OF RESPONSES

Offerors may submit one (1) proposal.

B. NUMBER OF COPIES

Offerors shall deliver nine (9) identical copies of their proposal binder to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals.

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 a binder with tabs delineating each section.

D. PROPOSAL ORGANIZATION AND ORDERING

1. Proposal Organization

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

- a) Letter of Transmittal
- b) Response to Mandatory Specifications
- c) Completed Cost Response Form
- d) Response to Agency Terms and Conditions
- e) Offeror's Additional Terms and Conditions
- f) Campaign Contribution Form

*Subject to the number of pages limitation cited in Section 4.

Within each section of their proposal, offerors should 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 with the cost response form.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

E. LETTER OF TRANSMITTAL

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

- a) Identify the submitting organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title, email address, and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles, email addresses, and telephone numbers of persons to be contacted for clarification;
- e) **Explicitly indicate acceptance** of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- f) **Be signed** by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP.

IV. SPECIFICATIONS

A. Mandatory Specifications

Failure to respond to Mandatory Specifications will result in the disqualification of the proposal as non-responsive.

1. General

Offerors should carefully note the “number of pages” limitations. **Exceeding the number of allowable pages will result in the disqualification of the proposal. Offeror’s responding to the RFP are requested to limit their written proposals to 50 pages.**

All proposals must be submitted by a responsible Offeror. The Offeror must have gross annual billings of at least one million dollars (\$1,000,000.00) The Statement of Capabilities and References (Appendix B) must be filled out in its entirety. The Statement of Capabilities must demonstrate that the Offeror is willing to pay all advertising, media fees and production fees etc. and be reimbursed by the Department. This is the only acceptable billing and compensation method. The Department does not require that its’ advertising agency be self-contained. The advertising agency must have access to media purchasing with buyers skilled in negotiating purchases of both print and electronic media (to include radio, TV and Internet), a sufficient number of copywriters and a graphic arts department. Subcontracting to qualified individuals and companies with specialized skills is allowed with the Department’s approval; and joint ventures or associations will be considered.

All proposals will be judged on the basis of Offeror's Statement of Capabilities and scored on:

A) Experience and Qualifications: (30 Points)

Offeror’s should emphasize: experience of personnel; personnel allocation to the account; tourism related advertising; billing practices; percentage of total contract dollars allocated for agency fees.

B) Creative Approach: (25 Points)

The Department seeks a creative approach that will position the state of New Mexico as uniquely apart from other travel destinations. It should emphasize New Mexico’s diverse attributes and desirability as a vacation destination... It should appeal to a wide variety of potential travelers. The creative material should differentiate New Mexico from its competitors in an attractive and compelling manner. The campaign must include but is not limited to:

1. Creative material designed to market New Mexico both nationally and internationally to include:
 - a. Four color print advertising in full page and 1/3 page dimensions.
 - b. Story boards for :60 television broadcasting.
 - c. Sixty second radio spot.

- d. In-state promotions designed to compel New Mexicans to vacation in New Mexico.
- e. Out of home executions.
- f. Internet/Interactive programming

C) Marketing/Media Strategy (25 Points)

The marketing and media proposals should incorporate research, strategy and media planning. The Department is seeking effective ways to expand reach and penetration in existing and new markets. The following should be considered:

1. Research methodology: A description of research capabilities, including sources of data for marketing and media. Explain how these sources have been used in the past in developing strategies for clients.
2. Marketing strategy: A description of proposed methods to increase the number of visitors to New Mexico; overnight stays, traveler spending and market share. Ideas and strategies for New Mexico residents and their visitors traveling around the state should be included. Ideas and strategies for securing private sector partners to leverage the Department's budget should be included. Include experience with such partnerships with other clients and explain how they were used to leverage their promotions. Include only experience in which the Offeror initiated and implemented the partnership(s).
3. Media Purchase: A description of the media buying capabilities of the Offeror, and examples of media analysis by season and source. Include experience buying and placing media outside of the state of New Mexico.
4. Describe how you would research a market in which you previously have not had experience, for example, Rhode Island, Canada, or Western Europe.
5. Identify the demographic or psychographic market segments you are targeting and why you believe that both your creative approach and your marketing/media strategy would be effective in reaching these segments.

Using the parameters outlined above and a one million dollar budget (\$1,000,000), the offeror should develop a media plan that will effectively convey our message to potential travelers and increase our visitor numbers. The Offeror may allocate the resources in whatever manner they feel is the most effective. The budget is entirely for media and should not include production or fees. The media plan must include but is not limited to:

1. Print, television, online and out of home.
 2. Provide placement for existing and potential new markets. Our existing drive markets are: Texas, Colorado and Arizona. The current demographic is age 35 to 65. **Current and past research may be found at www.newmexico.org/department/research**
 3. New and inventive methods geared to attracting visitors to New Mexico
- Provide a rationale for your media strategy

D) Financial Terms (20 Points)

Complete “Cost Response Form” (Appendix C)

E) Campaign Contribution Disclosure Form (Appendix D) (0 Points)

Offeror must complete and sign the Appendix D, Campaign Contribution Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not.

V. EVALUATION

A. Evaluation Point Summary

A. Experience and Capabilities	30 Points
B. Creative Approach	25 Points
C. Marketing/Media Strategy (\$1,000,000 budget)	25 Points
D. Financial Terms	20 Points
E. Campaign Contribution Disclosure Form	0 Points

B. Evaluation Factors

Offeror’s presentation will be scored based on the strength and reasonableness of their proposed campaign, the thoroughness and soundness of their approach, the likelihood of success, their innovation and how bold and compelling their creative approach is.

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 IV that have been assigned a point value and are designated for evaluation during the first part of the procurement.

The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted.

The responsible offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section IV, 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.

Proposals should be prepared simply and economically, providing a straight-forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal should be in a single volume where practical. A reasonable number of examples of Offeror's work for other clients which demonstrates the Offeror's ability would be helpful. Complete sets of any creative work or examples of previous work must be provided with each proposal. This includes DVDs or any other type of electronic application.

Other responsibilities of the contractor may include: assisting and participating in the planning and programming of the annual tourism industry conference, creating audio-visual presentations in multiple languages, design and develop trade show displays, assist in the design of collateral pieces to maximize their effectiveness, and provide materials and support for in-state and industry promotions and events.

VI. ORAL PRESENTATIONS

Finalists will be invited to make oral presentations. Notifications to all RFP respondents will be sent out by March 23, 2009. If invited, the Offeror will present proposed marketing, methodology, media strategy and tracking. The criterion with assigned weights are, respectively:

<u>Weight</u>	<u>Criteria</u>
20 pts.	The talent, experience and commitment of the agency and the specific experience, ability and commitment of the individuals proposed for this account.
20 pts.	Understanding the Department's mission and programs, the product's strength and weaknesses, the market and competition and suggested strategies. Research knowledge and ability to utilize research in marketing strategies and to measure results.
30 pts.	Presentation of an ad campaign emphasizing the New Mexico as a travel destination. Your ad placement strategy utilizing a one million dollar (\$1,000,000.00) ad placement budget. Creative approach, media placement and rationale will be considered.

- 15 pts. Ability to exploit private sector partnerships and opportunities.
- 15 pts. Total presentation content, creativity, and delivery.

VI. DEPARTMENT PROGRAM

The objectives sought by the Department through its program to promote tourism activities for New Mexico fall into the categories listed below. Proposals which are designed to amplify, communicate and integrate these programs will receive favorable consideration:

Attract visitors from out-of-state and encourage those who come here to extend their stays.

Encourage New Mexicans to spend their recreation/vacation dollars in New Mexico.

Educate New Mexicans on the value of tourism as an industry in the state.

APPENDIX A

Acknowledgement of Receipt Form

STATE OF NEW MEXICO MARKETING CAMPAIGN

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 F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager (by fax or hand delivery – **fax preferred, see below**) no later than close of business on February 13, 2009. 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.

Martín Leger
c/o New Mexico Tourism Department
Lamy Building
491 Old Santa Fe Trail
Santa Fe, NM 87503
Phone: 505-827-8036
Fax: 505-827-7402
martin.leger@state.nm.us

APPENDIX B

STATEMENT OF CAPABILITIES AND REFERENCES

PLEASE RESPOND IN AS MUCH DETAIL AS YOU FEEL IS REQUIRED. ALL QUESTIONS MUST BE ANSWERED COMPLETELY OR PROPOSAL WILL BE CONSIDERED INCOMPLETE AND WILL BE REJECTED. USE ADDITIONAL SHEETS IF NECESSARY.

Agency name: _____

Mailing address: _____

City, zip, & phone _____

Cities in which agency has offices; number of full-time staff at each if applicable.

Headquarters office - indicate above

Names & Titles of principals:

Date agency was organized _____

Previous experience of principals:

Is your agency organized as a joint venture or association? Yes _____ No _____

Current gross annual billing _____

Present client list with dates acquired, names of contact persons and telephone numbers:

(If Offeror is opposed to submitting a client list in its entirety, an abbreviated list giving the committee a sense of tourism related clients or broad based nature of client base is appropriate.)
Use separate sheet if necessary.

Present or past experience of principals or account personnel on accounts similar to type of work proposed: (List with time worked on each)

If business were to be awarded to your firm what person would primarily be responsible for servicing the account and what is his/her background?

If business were to be awarded to your firm, what percent of principal's and/or account executive's time would be devoted to servicing this account:

List total number of employees:_____.

How many in each of the following categories:

	Full-time	Part-time
Creative	_____	_____
Copywriters	_____	_____
Production	_____	_____
Traffic	_____	_____
Account work	_____	_____
Media buyers	_____	_____
Print	_____	_____
Electronic	_____	_____
Public Relations	_____	_____
Research	_____	_____
Administrative	_____	_____
Total	_____	_____

Percent of total billings your firm spent last year in each medium:

Radio_____ TV_____ Newspaper_____

Magazine_____ Out of Home_____ Online_____

Percent of the total contract dollars which you are proposing to be spent on net media:

Percent of total contract dollars allocated to agency services:

Would the addition of our account require your firm to hire more personnel?

Yes _____ No _____

Please indicate number:

Creative _____ Account Work _____ Media Buyer _____

Production _____ Public Relations _____

Administrative _____

This Offeror is willing to pay all advertising, media fees and production fees and be reimbursed by the Department.

I certify that I am authorized by my organization to submit this proposal and to negotiate and sign a final agreement. I further certify that the information contained in my proposal is true:

Signed:

Offeror's firm name

By _____
Signature and Title

Please type name of signer

Date: _____

REFERENCES

Type of Business: Sole Proprietorship _____ Partnership _____ Corporation _____
Other (Describe) _____

If Partnership, please list names, addresses and phone numbers of all general partners. If this is a joint venture or association, please include details and areas of responsibility of relevant parties.

If Corporation or LLC, please list names and addresses of all principal officers and any shareholders owning 5% or more of the Corporation:

Please list three (3) media references:

1. Name & address of media _____

How long have you advertised _____ Dollars spent _____

2. Name & address of media _____

How long have you advertised _____ Dollars spent _____

3. Name & address of Media _____

How long have you advertised _____ Dollars spent _____

B. Please list three present supplier references:

1. Name & address of supplier

How long _____ Dollars spent _____

2. Name & address of supplier

How long _____ Dollars spent _____

Name & Address of Supplier

How long _____ Dollars spent _____

C. Please list a banking reference:

Bank _____

Type of account _____

Name of Bank Officer or Contact _____ Telephone _____

APPENDIX C

COST RESPONSE FORM

Hourly rates for services:

If additional or alternative categories are used, please explain fully.

Executive	\$ _____
Planning and Concept	\$ _____
Creative	\$ _____
Print production/traffic	\$ _____
Media selection and placement	\$ _____
Mechanical or electronic assembly	\$ _____
Public Relations	\$ _____
Administration/Accounting	\$ _____
Other _____	\$ _____

Preferred Billing Method. Please indicate percentage rates or other configurations which you would use to bill your agency fees.

Commission	_____
Cost-Plus	_____
Retainer	_____
Other	_____

APPENDIX D

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 HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR 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

Title (Position)

Date

—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

Title (Position)

Date

APPENDIX E

Contract Terms and Conditions

STATE OF NEW MEXICO

TOURISM DEPARTMENT

PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **TOURISM 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.

A. The Contractor shall perform the following work:

B. Services will be performed (AT)(WITHIN)(LOCATION)

C. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

1.

2.

(or reference an Appendix 1, see below)

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 _____ dollars (\$_____), such compensation not to exceed (AMOUNT) (as set forth in Paragraph A) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. 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.

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 thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. 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. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

- (1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1,

2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.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); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

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

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

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

25. Authority.

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

IN WITNESS WHEREOF, the 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: _____
DFA Contracts Review Bureau

Date: _____

Attachment 1

Scope of Work

Performance Measures

(Performance Measures should be based on the Scope of Work and must be tied to the Agency's Strategic Plan. The Plan should be referenced in the Measures and the applicable part of the Strategic Plan copied below or in an attachment. To the extent possible based on the nature of the work to be performed, the Measures should be "Output" oriented and specify an "Outcome.")

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

Example: Goal: Reduce or Increase or Other Service [insert blank].¹

Objective: To reduce or increase or Other Service [insert blank] by [blank] percent or by a certain time.²

Activities: [Insert what services the Contractor is expected to perform to accomplish goals and objectives including an evaluation of the process and the outcome as well as provides efficiency measures that relate efforts to outputs of services].

OR: Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the Agency to meet the portions of its Strategic Plan set forth below *(insert additional language if necessary to describe how Contractor's work will assist the Agency to fulfill its duties)*.

¹ A goal is an "output" measure. It measures the quantity of a service provided. For example, the number of students graduated or promoted; the number of two-lane highways repaired; or the number of crimes investigated. It also can measure the quantity of a service provided that meets a certain quality requirement. For example, the number of students graduated or promoted who meet a minimum preset level of achievement; the number of miles of roads repaired to a minimum safety standard; or the number of criminal investigations performed that result in identification of a prime suspect.

² An accomplishment is an "outcome" measure. These indicators measure accomplishments or results that occur (at least partially) because the services were provided. For example, the percentage of students achieving a specified skill level in reading, the percentage of miles of roads in excellent, good or fair condition; or the percent reduction in serious crimes or the percent of residents who perceive their neighborhoods as safe.

VIC DAILY SALES

VIC NAME: AnthonyDATE OF SALE: 2/1/2009

EMPLOYEE INFORMATION:

Name of preparer Mary Gates

Reference #		MERCHANT #	TAX	Total
	\$0.00	430134740239-5888	\$0.00	\$0.00

VIC Deposit Information

Revenue Code: 431102

Revenue Account: Fund 91900

Sub Account: 311332

Department Code: 7001000000

Tax Deposited to: 232900

Description - VIC Sales For February 1, 2009

VIC DAILY SALES

VIC NAME: ChamaDATE OF SALE: 2/1/2009

EMPLOYEE INFORMATION:

Name of preparer Tina McCoy

Reference #	VIC	MERCHANT #	TAX	Total
	\$0.00	430134740239-5896	\$0.00	\$0.00

VIC Deposit Information

Revenue Code: 431102

Revenue Account: Fund 91900

Sub Account: 311332

Department Code: 7001000000

Tax Deposited to: 232900

Description - VIC Sales For January 1, 2009

VIC DAILY SALES

VIC NAME: ChamaDATE OF SALE: 2/1/2009

EMPLOYEE INFORMATION:

Name of preparer Barbara Holloway

Reference #	VIC	MERCHANT #	TAX	Total
	\$3.00	430134740239-5896	\$0.15	\$3.15

VIC Deposit Information

Revenue Code: 431102

Revenue Account: Fund 91900

Sub Account: 311332

Department Code: 7001000000

Tax Deposited to: 232900

Description - VIC Sales For February 1, 2009