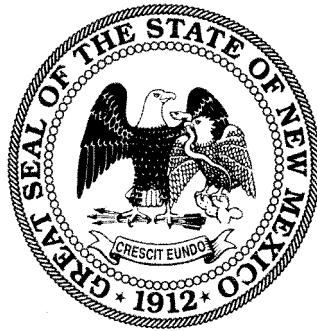


# PROFESSIONAL SERVICES REQUEST FOR PROPOSALS

STATE OF NEW MEXICO

TOURISM DEPARTMENT



## NEW MEXICO TOURISM DEPARTMENT

### Ecotourism Program

June 8<sup>th</sup>, 2009

## TABLE OF CONTENTS

	<u>Page No.</u>
I. INTRODUCTION	
A. PURPOSE OF THIS REQUEST FOR PROPOSALS.....	4
B. SUMMARY SCOPE OF WORK.....	4
C. SCOPE OF PROCUREMENT.....	4
D. PROCUREMENT MANAGER.....	5
E. DEFINITION OF TERMINOLOGY .....	5
F. BACKGROUND INFORMATION.....	6
G. PROCUREMENT LIBRARY.....	7
II. CONDITIONS GOVERNING THE PROCUREMENT	
A. SEQUENCE OF EVENTS .....	8
B. EXPLANATION OF EVENTS .....	9
1. Issue of RFP.....	9
2. Pre-proposal Conference.....	9
3. Distribution List Response.....	9
4. Deadline to Submit Written Questions.....	9
5. Response to Written Questions/RFP Amendments.....	10
6. Submission of Proposal.....	10
7. Proposal Evaluation.....	10
8. Selection of Finalists.....	10
9. Oral Presentation by Finalists.....	11
10. Proposal Evaluation Completed.....	11
11. Finalize Contract.....	11
12. Contract Award.....	11
13. Protest Deadline.....	11
C. GENERAL REQUIREMENTS	
1. Acceptance of Conditions Governing the Procurement.....	12
2. Incurring Cost.....	12
3. Prime Contractor Responsibility.....	12
4. Subcontractors.....	12
5. Amended Proposals.....	12
6. Offeror's Rights To Withdraw Proposal.....	12
7. Proposal Offer Firm.....	13
8. Disclosure of Proposal Contents.....	13
9. No Obligation.....	13
10. Termination.....	13
11. Sufficient Appropriation.....	13
12. Legal Review.....	14
13. Governing Law.....	14
14. Basis for Proposal.....	14
15. Contract Terms and Conditions.....	14

16.	Offeror’s Terms and Conditions.....	14
17.	Contract Deviations.....	15
18.	Offeror Qualifications.....	15
19.	Right To Waive Minor Irregularities.....	15
20.	Change in Contractor Representatives.....	15
21.	Notice.....	15
22.	Agency Rights.....	15
23.	Right To Publish.....	15
24.	Ownership of Proposals.....	16
25.	Electronic mail address required.....	16
26.	Use of Electronic Versions of this RFP.....	16
III.	RESPONSE FORMAT AND ORGANIZATION	
A.	NUMBER OF RESPONSES .....	17
B.	NUMBER OF COPIES .....	17
C.	PROPOSAL FORMAT .....	17
	1. Proposal Organization.....	17
	2. Letter of Transmittal.....	18
IV.	SPECIFICATIONS	
A.	MANDATORY SPECIFICATIONS	
	General .....	18
	1. Corporate Experience .....	18
	2. Understanding of NM’s Scenic Beauty and Cultural Heritage .....	19
	3. Corporate References.....	20
	4. Proposed Staff Experience.....	20
	5. Proposed Staff References .....	20
	6. Ecotourism Program Plan.....	20
	7. Oral Presentation.....	21
	8. Cost.....	22
	9. Campaign Contribution Disclosure Form.....	22
V.	EVALUATION	
A.	EVALUATION POINT TABLE/SUMMARY.....	22
B.	EVALUATION FACTORS.....	22
C.	EVALUATION PROCESS .....	24
	APPENDICES:	
A.	Acknowledgement of Receipt Form.....	26
B.	Contract Terms and Conditions /Professional Services Contract.....	28
	Attachment 1: Scope of Work .....	37
C.	Campaign Contribution Disclosure Form.....	40
D.	Cost Response Form.....	43

## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico's Tourism Department (NMTD) is requesting proposals for planning, coordination, implementation and administration of an Ecotourism Program.

The purpose of this Request For Proposals (RFP) is to select a qualified offeror to plan, coordinate, implement and administer an Ecotourism Program for NMTD.

NMTD has an Ecotourism Program budget of approximately (\$250,000) per fiscal year. Funding for the Ecotourism Program 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>

### B. SUMMARY SCOPE OF WORK

The scope of work shall consist of planning, coordination, implementation and administration of the NMTD's Ecotourism Program.

NMTD intends to support a new integrated program for Profitable Ecotourism through Improved Biodiversity Conservation and cultural tourism in New Mexico. The primary objective of this contract is to support integrated activities to jointly accelerate rural economic growth and improve conservation and eco tourism throughout New Mexico.

### C. SCOPE OF PROCUREMENT

The scope of procurement shall encompass the defined Scope of Work, detailed in Sample Professional Services Contract, Appendix B and Scope of Work (Attachment 1) in this RFP. The contract is scheduled to begin on or about August 20, 2009 or upon receiving all required state approvals, whichever is later, for a term of one year. The contract may be extended for up to three (3) additional one (1) year periods, or any portion thereof at the discretion of the Department, pursuant to funding availability and satisfactory service provision, as determined by the Department. In no circumstance shall the contract 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 numbers are listed below.

Richard Eeds, Procurement Manager  
Director, Advertising and Marketing Divisions  
491 Old Santa Fe Trail  
Santa Fe, NM 87501  
Telephone: (505) 827-6557  
Richard.Eeds@state.nm.us

All deliveries via express carrier (including proposal delivery) should be addressed as follows:

Richard Eeds, Procurement Manager  
c/o New Mexico Tourism Department  
491 Old Santa Fe Trail  
Santa Fe, NM 87501

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

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.

"Department": For purposes of administering the RFP and associated proposals, "Department" means the New Mexico Tourism Department.

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

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

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

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

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

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

"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.

"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/her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

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

"Secretary": The Cabinet Secretary of the New Mexico Tourism Department.

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

F. BACKGROUND INFORMATION

This section provides background on NMTD and the operating environment of the Agency/Department which may be helpful to the offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

## **NMTD Mission and Roles**

NMTD creates, promotes and develops tourism opportunities. Our mission is to promote our beautiful and intriguing home to the world. Sharing New Mexico's rich heritage, tri-cultural people, exciting outdoor activities, great food, world-renowned art, wonderful festivals, and gorgeous climate is a responsibility that we take seriously.

The Department works with local communities to promote their attractions and events so that visitors have a chance to see the amazing variety New Mexico has to offer. The NMTD takes care of potential and current visitors by fulfilling requests for information (primarily our annual Vacation Guide), by offering statewide visitor information centers and through the efforts of the marketing, advertising and media relations divisions.

## **Organization of the Department**

NMTD is a cabinet-level agency in the Executive Branch of the New Mexico State government. The Department is headed by a Cabinet Secretary appointed by the Governor and confirmed by the New Mexico State Senate. The Department consists of the Office of the Secretary and the following business units:

1. Administrative Services Division;
2. Advertising Division;
3. Marketing & Promotion Division;
4. Tourism Development Division;
5. New Mexico Magazine;
6. New Mexico Sports Authority;
7. Legal Bureau;
8. Information Technology Bureau;
9. New Mexico Clean and Beautiful;
10. Program Support.

## G. **PROCUREMENT LIBRARY**

The library contains information listed below:

Procurement Regulations, NMAC 1.4.1. A copy may be obtained from the following web site address: <http://www.generalservices.state.nm.us/spd/>

## 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.

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

### 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	6/8/09
2.	Pre-proposal Conference	Agency	6/15/09
3.	Distribution List Response	Potential Offerors	6/17/09
4.	Deadline to Submit Questions	Potential Offerors	6/20/09
5.	Response to Written Questions/RFP Amendments	Agency	6/24/09
<b>6.</b>	<b>Submission of Proposal</b>	<b>Offeror</b>	<b>7/10/09</b>
7.	Proposal Evaluation	Evaluation Committee	7/12-7/14/09
8.	Selection of Finalists	Evaluation Committee	7/15/09
9.	Oral Presentation by Finalists	Offeror	7/30/09
10.	Proposal Evaluation Completed	Agency (on or about)	7/31/09
11.	Finalize Contract	Agency, Offeror	7/31-8/2/09
12.	Contract Award	Agency/DFA	8/2/09

**B. EXPLANATION OF EVENTS**

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

**1. Issue of RFP**

This RFP is being issued by the Agency on June 8<sup>th</sup>, 2009.

**2. Pre-Proposal Conference**

A pre-proposal conference will be held on June 15<sup>th</sup>, 2009, beginning at 2:00 p.m. Mountain Daylight Time at the New Mexico Tourism Department Conference Room, 491 Old Santa Fe Trail (The Lamy Building), Santa Fe, New Mexico, 87501.

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 return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request For Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on June 17, 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 Written Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on June 20, 2009. All written questions must be submitted via 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 by end of day June 24th, 2009, to all potential offerors whose organization name appears on the procurement distribution list, and will also be posted on the Agency's Web site at [www.newmexico.org/department](http://www.newmexico.org/department).

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 PM MOUNTAIN DAYLIGHT TIME ON July 10, 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, which is as follows:

Richard Eeds, Procurement Manager  
c/o New Mexico Tourism Department  
491 Old Santa Fe Trail  
Santa Fe, NM 87501

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP for Destination Management Planning and Administration of the Ecotourism Program for the New Mexico Tourism Department. 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 Agency management. This process will take place July 12 - 14, 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 of Finalists

The Evaluation Committee will select and the Procurement Manager will notify finalist offerors by July 15, 2009. Only finalists will be invited to participate in the subsequent steps of the procurement.

9. Oral Presentation by Finalists

Finalist offerors may be required to present their proposals to the Evaluation Committee on or about July 30, 2009. The Procurement Manager will schedule the time for each offeror presentation. All offeror presentations will be held at a location to be determined in Santa Fe, New Mexico. Each presentation will be limited to one (1) hour in duration.

10. Proposal Evaluation Completed

The Evaluation Committee will complete scoring on or about July 31, 2009.

11. Finalize Contract

The contract will be finalized with the most advantageous offeror between July 31<sup>st</sup>, 2009 and August 2<sup>nd</sup>, 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 Agency management and the signed contract, the Agency will award the contract on or about August 2<sup>nd</sup>, 2009. This date is subject to change at the discretion of the Agency.

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 DFA approval.

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 August 17, 2009. Protests must be written and must include the name and address of the protestor. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Agency. The protest must be delivered to the Agency:

Richard Eeds, Procurement Manager

491 Old Santa Fe Trail  
Santa Fe, NM 87501  
Telephone: (505) 827-7400  
Richard.Eeds@state.nm.us

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

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

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. 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 due date for the receipt of a best and final offer if one is solicited.

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

9. 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 B, "Contract Terms and Conditions". However, the Agency reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

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

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

All contracts for professional services are subject to the review and approval of DFA pursuant to 13-1-118 NMSA 1978 and DFA Rule 2 NMAC 40.2.

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 and/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 kick-backs.

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.

25. 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.

26. 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 Agency, the version maintained by the Agency shall govern.

### III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offerors shall submit only one (1) proposal.

B. NUMBER OF COPIES

Offerors shall deliver six (6) 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.

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 IV.

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.

2. 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 and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) identify the names, titles 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.**

##### General

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

All proposals will be scored on:

1. Corporate Experience (275 points)

- a. Offeror must submit a statement of relevant corporate experience. The documentation

must thoroughly describe how the offeror has supplied expertise for similar contracts and work related to Planning, Coordination, Implementation and Administration of Ecotourism.

b. Offeror must briefly describe his/her/its philosophy regarding Ecotourism as it pertains to the definition provided by the International Ecotourism Society: "*Responsible travel to natural areas that conserves the environment and improves the well-being of local people.*" (TIES, 1990)

c. Offeror must explain why they are capable of delivering a set of qualifications/certifications/suggested practices and identify existing sites with great potential for Ecotourism before the beginning of the 2010 legislative session (January 2010), quick successes and identifiable products should be in place to secure further funding from the state in 2010.

d. Offeror must describe and document his/her organization's experience in planning, coordinating, implementing and management of Ecotourism programs especially in relation to the cultural sensitivity in working with sovereign Native American tribes, pueblos and nations. The same sensitivity to working with multiple government agencies will also need to be qualified.

e. Offeror must provide samples of collateral such as brochures, websites, press releases general copy, that were produced for/in collaboration with other clients by the Offeror in relation to Ecotourism.

f. Offeror must explain their ability to create branding and PR opportunities for New Mexico in regard to Ecotourism as they pertain to the use of our domestic and international PR/trade representatives.

## 2. Understanding of New Mexico's Scenic Beauty and Cultural Heritage (100 Points)

a. Offeror must briefly describe his/her/its knowledge and understanding of the state of New Mexico's existing assets as they relate to the mission of Ecotourism; it will be important to cite examples of communities in rural New Mexico that have great equity or potential for such a project as well as knowledge of our 22 American Indian tribes, pueblos and nations, extensive Spanish history, state parks, public lands and thriving art communities, both Native American and non-Native American.

b. Offeror must describe their understanding of the role the Ecotourism Program plays in fulfilling the Department's mission—not only from the perspective of economic development, job creation, sustainable tourism development and community enrichment, but from the potential branding and marketing perspective to domestic and international markets.

c. Offeror must identify any potential barriers in planning, coordinating, implementing and administering the Ecotourism Division, and explain his/her/its strategies for overcoming them successfully.

3. Corporate References (50 Points)

A. Proposals must include three (3) external client references from clients who received similar services. The minimum information that must be provided about each reference is:

- a. Name of individual or company for whom services were provided
- b. Address of individual or company
- c. Name of contact person
- d. Telephone number(s) of contact person
- e. Type of services provided and dates services were provided
- f. E-mail address (if available)

4. Proposed Staff Experience (50 Points)

Offerors must submit resumes of all proposed professional staff members who will be performing services under the contract. Experience narratives shall be attached that describe the specific relevant experience of the staff members in relation to the role that member will perform for this contract. The narrative(s) must include the name(s) of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience as well as any certifications or other professional credential that clearly shows proposed staff member's expertise.

5. Proposed Staff References (50 Points)

One external client reference for each proposed staff member must be provided. The minimum information that must be provided about each reference is:

- Name of individual or company for whom services were provided
- a. Address of individual or company
  - b. Name of contact person
  - c. Telephone number(s) of contact person
  - d. Type of services provided and dates services were provided
  - e. E-mail address (if available)

6. Ecotourism Program Planning (275 Points)

a. Offeror shall describe the planning process that would be developed for the successful implementation of an Ecotourism Program. The successful offeror will work with NMTD officials to develop the final plan. The resulting plan must address the following elements:

- I. Development of a system of suggested practices that can apply to travel industry partners across the board (or by segments: hotels, spas, tour operators, wildlife specialists, etc.) in the state of New Mexico in order that said partner qualifies to be part of the Ecotourism Program. This important element should demonstrate the ability to both be inclusive yet strict regarding qualifying partners so that a viable and respectable product is produced and the risk of “green-washing” is eliminated.
- II. Development of a statewide plan to reach out to communities and tourism partners in order to educate them on the Ecotourism Program, acting as a liaison on behalf of the NMTD as well as offering feasible strategies and tools for the development and marketing of Ecotourism in their destination. This requires a demonstrated ability to deliver a clean, coherent message that is consistent and maintains the mission of the NMTD but equally is flexible enough to deal with a variety of types of destinations varying from historic ranches to Native American reservations as well as such activities as pottery making, interaction with artists, or visiting land-based art installations and Native/non-Native artistic collaborations.
- III. Development of a strategy (or ability to outsource to deliver such strategy) pertaining to the educational awareness of Ecotourism in the public school system (elementary, junior high and high schools) as well as potential Ecotourism degrees within NM colleges and Universities offering Hospitality Administration and Management programs.
- IV. Development of a large and overarching plan that is achievable and implementable that will bring sustainable tourism to the state by holistically including all relevant development and cultural programs in the state as they pertain to various state agencies, including but not limited to: NMTD, Dept. of Cultural Affairs (Museums and Monuments), Dept. of Game and Fish, Indian Affairs Dept., State Parks Division, State Land Office. This plan should be built based on the TIES definition of Ecotourism as well as highlight Nature Tourism, Cultural & Heritage Tourism, and Adventure Tourism. This plan should also address giving tourists information giving back to the communities, as well as specific ideas such as agritourism and voluntourism.
- V. Ability to demonstrate a clear understanding and interpretation of domestic and international travel trends especially as they relate to the growth and sustainability of Ecotourism as well as a strength and flexibility to measure and react to travelers’ needs for authentic, hands-on experiences in which their lives and the lives of those they encounter in their chosen destinations are enriched.

7. Oral Presentation (100 Points)

Finalist offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each offeror presentation. All offeror presentations will be held at a location to be determined in Santa Fe, New Mexico. Each presentation will be limited to one (1) hour in duration.

**Weight**

**Criteria**

20 pts.	The talent, experience and commitment of the agency and the specific experience, ability and commitment of the individuals proposed for this account.
---------	-------------------------------------------------------------------------------------------------------------------------------------------------------

- 25 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 show measurable results.
- 25 pts. Presentation of an overall program for an Ecotourism Program.
- 15 pts. Ability to exploit private sector partnerships and opportunities.
- 15 pts. Total presentation content, creativity, and delivery.

8. Cost (100 Points)

Complete “Cost Response Form” (Appendix D)

9. Campaign Contribution Disclosure Form (0 Points)

Offeror must complete and sign the Appendix C, 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**

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals.

FACTOR	POINTS AVAILABLE
1. Corporate Experience	275
2. Understanding of NM’s Scenic Beauty/Cultural Heritage	100
3. Corporate References	50
4. Proposed Staff Experience	50
5. Proposed Staff References	50
6. Ecotourism Program Planning	275
7. Oral Presentation	100
8. Cost	100
9. Campaign Contribution Disclosure Form	<u>0</u>
TOTAL	1,000

**B. Evaluation Factors**

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

- 1. Corporate Experience (275 points)

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

2. Understanding of New Mexico's Scenic Beauty and Cultural Heritage (100 points)

Points to be awarded for the offerors knowledge and understanding of the top two reasons tourists visit NM: scenic beauty and cultural heritage, and the ability to demonstrate crafting the existing equity and inventory into an Ecotourism Program.

3. Corporate References (50 points)

Points for corporate references will be awarded based upon an evaluation of the offeror's work for previous clients receiving similar services to those proposed by the offeror for this contract.

4. Staff Experience (50 points)

Points for staff experience will be awarded based upon an evaluation of each staff member's experience as it relates to their role and the needs of this contract.

5. Individual References (50 points)

Points for individual references will be awarded based upon an evaluation of the individual's work performed for previous clients receiving similar services to those proposed for the staff member for this contract.

6. Ecotourism Program Planning (275 points)

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the project plan.

7. Oral Presentation (100 points)

Points for the oral presentation will be awarded based upon an evaluation of the qualifications of the proposed staff. Effective communication, technical knowledge, experience with similar contracts and the quality of the responses to questions will be the principle criteria for the evaluation.

8. Cost (100 points)

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

$$\frac{\text{Lowest Offeror Total Expenditure}}{\text{This Offeror's Total Expenditures}} \times 100 = \text{Award Points}$$

## 9. Campaign Contribution Disclosure Form

Pass or fail

### **C. Evaluation Process**

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

Acknowledgement of Receipt Form  
REQUESTS FOR PROPOSALS

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on 6/17/09. 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.

Richard Eeds  
Procurement Manager  
491 Old Santa Fe Trail  
Santa Fe, NM 87501  
Telephone: (505) 827-6557  
Fax: (505) 827-7402  
Richard.Eeds@state.nm.us

## APPENDIX B

### Contract Terms and Conditions

STATE OF NEW MEXICO

NAME OF AGENCY  
PROFESSIONAL SERVICES CONTRACT # \_\_\_\_\_

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NAME OF AGENCY**, hereinafter referred to as (the "Agency") and **NAME OF CONTRACTOR**, hereinafter referred to as (the "Contractor"), and is effective as of the date set forth below upon which it is executed by the 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 Attachment 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 (\$ \_\_\_\_\_) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), 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, 2010 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://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); 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: \_\_\_\_\_ Date: \_\_\_\_\_  
DFA Contracts Review Bureau

## **Attachment 1**

### Scope of Work

### **Performance Measures**

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:

#### **STRATEGIC PLAN**

The Contractor is expected to be knowledgeable about the New Mexico Tourism Department and to work consistently in assisting the agency with an Ecotourism Program in the fulfillment of these goals through the services identified in this contract.

#### **NEW MEXICO TOURISM DEPARTMENT ECOTOURISM PROGRAM – STRATEGIC PLAN**

**Goal 1:** Create the appropriate Plan for and Administration of the Ecotourism Program for the New Mexico Tourism Department in accordance with the mission of the NMTD and the definition of Ecotourism mandated by TIES.

An Ecotourism Program of the NMTD will serve to both promote and preserve the natural treasures inherent in the “Land of Enchantment”: scenic beauty and cultural heritage. By creating a set of suggested practices or qualifications, then vetting and qualifying existing partners in the state, the successful bidder will help NMTD become the clearinghouse for information on Ecotourism, therefore packaging and marketing a unique and specialized form of travel to the state.

A timeline will be created in order that quick “wins”, i.e., the identification and qualification of products within the first four months of the contract, will be demonstrable in the January 2010 legislative session. Additionally, a long term timeline will outline the phases of developing a comprehensive, statewide program that will bring the type of tourist who is interested in authentic, hands on experiences—whether in outdoor adventure or cultural experiences—that resonate with the “sense of place” one has access to in our state. In timing with the growing Ecotourism trend in travel and the potential for New Mexico to be America’s leader in Ecotourism, the program will speak to the wide and rich possibilities in the world of branding and PR for the state, both in domestic and international markets.

#### *Task 1: Develop overarching plan for statewide Ecotourism Program*

- A. Implement demonstrated strategies and capacity to deliver evidence-based practices and effectively implement a new Ecotourism Program for the NMTD.

**Goal 2: Development a method of fundraising for local communities via tourist dollars.**

*Task 2: Enhance local community Ecotourism viability and marketability through education and other media outreach..*

A. Create and implement a plan that will help the Ecotourism Program of NMTD be financially self-sustaining.

## Scope of Work

The CONTRACTOR shall be required to plan, coordinate, implement and administer the activities that may include, but are not necessarily limited to, the following. The activities in the stated Scope of Work may be conducted by the CONTRACTOR independently or as a result of actions taken by the Ecotourism Steering Committee (Committee).

1. Design a plan by which an Ecotourism Program within the NMTD can be implemented, both in short (4 to 5 months) and long term (12 to 16 months) timelines that outline specific goals and efforts in Nature, Adventure, and Cultural travel;
2. Develop objectives that will support the NMTD mission, and the multi-cultural aspects of the state, including but not limited to Native American, Hispanic, and Anglo arts, foods, languages, etc. as well as objectives that speak to specialized Ecotourism ventures/opportunities in agritourism and voluntourism;
3. Develop qualifications and suggested practices that will apply to a variety of tourism industry partners including but not limited to hotels, spas, tour operators, and other types of destinations throughout NM. These qualifications will be the catalyst to creating the “real” product NMTD will be offering to consumers; something viable and “real” that avoids producing “green-wash” and truly sets the state apart as the best Ecotourism destination in the United States.
4. Develop ideas and plans with Ecotourism Program Manager for branding and marketing of the Ecotourism Program as they pertain to the NMTD Promotions Division’s PR and Marketing plans and contracted PR/trade firms—both domestically and internationally.
5. Develop a mechanism that allows tourists to give back monetarily to a specific destination or cause.
6. Work with the Ecotourism Program Manager directly to provide monthly reporting, communication on inventory-taking, education focuses, general implementation of the scope of work, and all messaging not only to communities but especially to media, trade, and consumer markets domestically and internationally. Communication to media will be monitored and approved by the Ecotourism Program Manager.
7. Other communication with the NMTD will include working with NMTD’s Scenic Byways Program Manager and other state entities as well as any entities within or outside of the state that the Ecotourism Program Manager suggests be consulted, whether it be another state agency, an expert/consultant, or potential partner;
8. Create a plan for “quick wins” to demonstrate successes before the January 2010 legislative session as well as a roll out in phases over the duration of the contract.
9. Create a plan that helps tourists interested in Ecotourism understand the necessary respect and cultural sensitivity for the local culture of their hosts and the sensitivity of the local environment.
10. Collection and documentation of information, statistics, etc. that will be useful to researchers contracted by NMTD in order that this information will be available to legislators, investors, and potential partners;
11. Develop and maintain a list of all potential partners including all contact information and then work directly with the NMTD webmaster in order to produce a clearinghouse of information by which potential Ecotourism tourists can find such information on the [www.newmexico.org](http://www.newmexico.org) website or designated Ecotourism Program website as part and parcel of NMTD’s existing web presence;

12. Participate in all scheduled meetings between the CONTRACTOR and the Ecotourism Program Manager. Attendance at additional meetings may be necessary for planning purposes;
13. Detail past experience and expertise that is relevant to this program and ensuring its on-going success. As this program will be executed in phases, outline your recommendations for what those phases should be and the priority action steps for each phase.
14. Work directly with NMTD's contracted advertising agency to develop a comprehensive branding and marketing plan that speaks to all relevant audiences.
15. Submit a detailed written progress report with each monthly request for payment.
16. The Ecotourism Program is a critical component of the tourism growth and development efforts of the State of New Mexico. As a result, the Ecotourism Program is a direct reflection of the New Mexico Tourism Brand. It is therefore critical that throughout the planning and execution of the Ecotourism Program the New Mexico Tourism Brand must provide a consistent source of identity and creative direction for all communication related to the Ecotourism Program (ie. marketing, and promotional materials). The New Mexico Brand must be respected and utilized as the creative DNA for the Ecotourism Program, with no deviation from same without prior discussion and approval from NMTD.

**APPENDIX C**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## 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 D**

**Cost Response Form**

The Offeror listed below submits the following firm, fixed hourly rate to be charged for all work done.

Hourly Rate        \$ \_\_\_\_\_

Offeror Name: \_\_\_\_\_