STATE PURCHASING DIVISION
OF THE
GENERAL SERVICES DEPARTMENT
AND
New Mexico Tourism Department

REQUEST FOR PROPOSALS (RFP)

Circulation Fulfillment

RFP#
20-41800-21-00470

RFP Release Date: February 10, 2022
Proposal Due Date: March 11, 2022

ELECTRONIC-ONLY PROPOSAL SUBMISSION
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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS
The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Circulation Fulfillment Services for New Mexico Magazine (NMM), a primarily paid consumer magazine.

B. BACKGROUND INFORMATION
This section provides background on NMM, the New Mexico Tourism Department (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 exhaustive description.

NMM Mission and Roles
New Mexico Magazine has been telling the story of New Mexico for nearly 100 years. Our mission is to inspire authentic experiences with its people, the places, the art, the culture, and the food. We deliver an audience that loves New Mexico and savors the lifestyle and traditions. They live here, and they travel here. They shop. They eat and drink with adventuresome palates. They yearn for experiences that remind them that this is a special place.

The mission of NMM is to celebrate the best the state has to offer and, in so doing, to create a loyal community for businesses, residents, and visitors alike. Each month NMM explores travel within the state, touching upon history, culture, cuisine, people, the arts, lifestyle, events, and outdoor activities. NMM delivers an educated and active readership to advertisers through award-winning editorial content, a beautifully designed magazine, and an engaging digital and online product.

Organization of the Agency
NMTD is a cabinet-level agency in the Executive Branch of New Mexico State government. The Agency is headed by a Cabinet Secretary appointed by the Governor and confirmed by the New Mexico State Senate. NMTD consists of the Office of the Secretary and the following divisions:
1. New Mexico Magazine
2. Administrative Services
3. Tourism Development
4. Marketing
5. Promotion

C. SCOPE OF PROCUREMENT
The Contractor shall direct, coordinate, implement, administer and report on all activities generally understood within the magazine publishing industry to be standard in providing full-service circulation fulfillment for a monthly publication the size and sophistication of New Mexico Magazine (60,000 paid subscribers). The scope of work shall consist of all the details of full-service circulation fulfillment including but not limited to order-taking; order processing; customer service; subscriber list data maintenance, organization, and reporting; scheduling and fulfillment of new
business efforts, renewals, and special campaign mailings; print messaging; house list maintenance and updating; and list preparation for mailing and audit verifications. Please refer to the details in the complete Scope of Work within the Sample Services Contract, Appendix C.

The resulting contract will be a single award. This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively. This procurement will result in a single award with a two (2) year contractual agreement. The Agency reserves the option of renewing the initial contract on a two (2) year basis for up to eight (8) years or any portion thereof for the purpose of circulation fulfilment.

D. PROCUREMENT MANAGER

NMTD has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

<table>
<thead>
<tr>
<th>Name:</th>
<th>JoAnn Lovato, Procurement Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td>(505) 670-4992</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:JoAnnD.Lovato1@state.nm.us">JoAnnD.Lovato1@state.nm.us</a></td>
</tr>
</tbody>
</table>

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

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, §13-1-172 and NMAC 1.4.1.82, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

*Submissions of all proposals must be accomplished via SPD’s eProNM electronic procurement system. Refer to Section III.B for instructions.*

F. DEFINITION OF TERMINOLOGY

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

1. “**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.

2. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

3. “**Award**” means the final execution of the contract document.
4. **Business Hours** means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

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

6. **Confidential** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act (NMSA 1978, §§57-3-A-1 through 57-3A-7). See also NMAC 1.4.1.45. The following items may not be labeled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is not confidential financial information or that qualifies under the Uniform Trade Secrets Act.

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

8. **Contractor** means any business having a contract with a state agency or local public body.

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

10. **Desirable** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.

11. **Electronic Submission** means a successful submittal of Offeror’s proposal in the eProNM system, in such cases where eProNM submissions are accepted.

12. **Electronic Version/Copy** means a digital form consisting of text, images or both that is readable on computers or other electronic devices and that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.

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

14. **Evaluation Committee Report** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

15. **Final Award** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

16. **Finalist** means 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.

17. **Hourly Rate** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

18. **IT** means Information Technology.
19. **Mandatory** – the terms “must,” “shall,” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.

20. **Minor Irregularities** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

21. **Multiple Source Award** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

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

23. **Procurement Manager** means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

24. **Procuring Agency** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

25. **Project** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

26. **Redacted** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by NMSA 1978, §§57-3A-1 to 57-3A-7 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) that is blacked-out BUT NOT omitted or removed.

27. **Request for Proposals (RFP)** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

28. **Responsible Offeror** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that their 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.

29. **Responsive Offer** means an offer 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.

30. **Sealed** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.
31. “SPD” means the State Purchasing Division of the New Mexico State General Services Department.

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

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

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

35. “State Purchasing Agent” means the Director of the Purchasing Division of the General Services Department.

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

37. “Unredacted” means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

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

G. PROCUREMENT LIBRARY

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

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx

Other relevant links:
www.NewMexico.org
www.NewMexicomagazine.org
www.generalservices.state.nm.us/state-purchasing/resources-and-information/#Vendors
II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Due Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>SPD</td>
<td>February 10, 2022</td>
</tr>
<tr>
<td>2. Acknowledgement of Receipt Form</td>
<td>Potential Offerors</td>
<td>February 21, 2022</td>
</tr>
<tr>
<td>3. Pre-Proposal Conference</td>
<td>Agency</td>
<td>February 21, 2022</td>
</tr>
<tr>
<td>4. Deadline to submit Written Questions</td>
<td>Potential Offerors</td>
<td>February 23, 2022</td>
</tr>
<tr>
<td>5. Response to Written Questions</td>
<td>Procurement Manager</td>
<td>March 1, 2022</td>
</tr>
<tr>
<td>7. Proposal Evaluation</td>
<td>Evaluation Committee</td>
<td>March 14 – 17, 2022</td>
</tr>
<tr>
<td>8. Selection of Finalists</td>
<td>Evaluation Committee</td>
<td>March 18, 2022</td>
</tr>
<tr>
<td>9. Oral Presentation(s)</td>
<td>Finalist Offeror(s)</td>
<td>March 21 - 22, 2022</td>
</tr>
<tr>
<td>11. Contract Award</td>
<td>Agency/ Finalist Offeror</td>
<td>March 30, 2022</td>
</tr>
<tr>
<td>12. Protest Deadline</td>
<td>SPD</td>
<td>+15 days</td>
</tr>
</tbody>
</table>

Dates indicated in Events 7 through 13 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A, above.

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico Tourism Department on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the SPD Buyer, Tami Concha at Tami.Concha@state.nm.us, to have their organization placed on the procurement Distribution List. The form must be returned to the SPD Buyer by 3:00 pm MST/MDT on the date indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror’s representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G) responses to written questions and any amendments to the RFP.
3. **Pre-Proposal Conference**

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 2:00 p.m. MST/MDT via Microsoft Teams meeting.

Follow link: [https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzZmZTE2ZjMtMDQ2Mv00Y2E4LTg5Y2MtODJkY2E5NjVmOTU4%40thread.v2/0?context=%7b%22Tid%22%3a%223a%2204aa6bf4-d436-426f-bfa4-04b7a70f%22%2c%22Oid%22%3a%220152a35d-3c5cb-45fc-a1a5-be880945cbb%22%2c%22Oid%22%3a%22152a35d-3c5cb-45fc-a1a5-be880945cbb%22%2c%22IsBroadcastMeeting%22%3atrue%7d&btype=a&role=a](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzZmZTE2ZjMtMDQ2Mv00Y2E4LTg5Y2MtODJkY2E5NjVmOTU4%40thread.v2/0?context=%7b%22Tid%22%3a%223a%2204aa6bf4-d436-426f-bfa4-04b7a70f%22%2c%22Oid%22%3a%220152a35d-3c5cb-45fc-a1a5-be880945cbb%22%2c%22Oid%22%3a%22152a35d-3c5cb-45fc-a1a5-be880945cbb%22%2c%22IsBroadcastMeeting%22%3atrue%7d&btype=a&role=a)

Join via phone call: + 1 505-312-4308 United State, Albuquerque (Toll)
Conference ID: 518 938 040#

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. **Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00 p.m. MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. **Response to Written Questions**

Written responses to the written questions will be provided via e-mail on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to: [https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx](https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx)

6. **Submission of Proposal**

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

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE**
**ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks “OK” after “Review and Submit.” Such electronic submissions will be considered sealed in accordance with statute. It is the Offeror’s responsibility to ensure all documents are completely uploaded and submitted electronically via the eProNM system by the deadline set forth in this RFP. The eProNM system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the eProNM system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the eProNM system by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any antivirus or other security software will be deemed late. In accordance with statute and rule, NO LATE PROPOSAL CAN BE ACCEPTED.

Proposals must be submitted electronically through SPD’s eProNM electronic procurement system. Refer to Section III.B for instructions. Proposals submitted by facsimile or other electronic means other than through the SPD electronic e-procurement system will not be accepted.

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

7. **Proposal Evaluation**

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

8. **Selection of Finalists**

The Evaluation Committee will select and the Procurement Manager will notify the Finalist Offerors as per schedule Section II.A, Sequence of Events, or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be comprised of the Offerors receiving the highest cumulative scores.
9. Oral Presentations
Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A, Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (GoToMeeting, Zoom, etc.). The Agency will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and SPD.

10. Finalize Contractual Agreements
After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A, Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards
Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A, Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

12. Protest Deadline
Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Mark Hayden, State Purchasing Agent
Mark.Hayden@state.nm.us

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.
C. GENERAL REQUIREMENTS

1. **Acceptance of Conditions Governing the Procurement**
   Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. **Incurring Cost**
   Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. **Prime Contractor Responsibility**
   Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. **Subcontractors/Consent**
   The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

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

6. **Offeror’s Rights to Withdraw Proposal**
   Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror’s duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. **Proposal Offer Firm**
   Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.
8. Disclosure of Proposal Contents
The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, except for proprietary or confidential material as follows:

a. Proprietary and Confidential information is restricted to:
   1. confidential financial information concerning the Offeror’s organization; and
   2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.

b. An additional but separate redacted version of Offeror’s proposal, as outlined and identified in Section III.C, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal.

IMPORTANT: The price of products offered or the cost of services proposed SHALL NOT be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation
This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror’s services until a valid written contract is awarded and approved by appropriate authorities.

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

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

12. Legal Review
The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror’s concerns must be promptly submitted in writing to the attention of the Procurement Manager.
13. Governing Law
This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal
Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

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

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

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

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

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

16. Offeror’s Terms and Conditions
Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.
17. Contract Deviations
Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected 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 potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities
The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.20. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives
The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

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

22. Agency Rights
The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror’s proposal.

23. Right to Publish
Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or Agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror’s proposal or removal from the contract.
24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency. The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

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. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the Agency, the Offeror acknowledges that the version maintained by the Agency shall govern. Please refer to: https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx or https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico&tap=PHX

28. New Mexico Employees Health Coverage

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

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

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information https://bewellnm.com.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the
Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

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

30. Letter of Transmittal
Offeror’s proposal must be accompanied by an **unaltered** Letter of Transmittal Form APPENDIX E, which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:
1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror’s organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror’s proposal content *(A response to B and/or C is only required if the response differs from the individual identified in A)*;
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided and acknowledging *(a) the organization’s acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organization’s acceptance of the Section V.B (Evaluation Factors), and (c) receipt of any and all amendments to the RFP.*

**Failure to respond to ALL items as indicated above, will result in Offeror’s disqualification.**

31. Disclosure Regarding Responsibility
A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   
a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
   
b. violation of Federal or state antitrust statutes related to the submission of offers; or
   
c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
   
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal or state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
   
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
   
a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   
b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
   
c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

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

32. New Mexico Preferences

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

A. New Mexico Resident Business Preference - A copy of the certification must accompany Offeror’s proposal.

B. New Mexico Resident Veteran Business Preference - A copy of the certification must accompany Offeror’s proposal.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES
Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES
The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit. Separate the proposals as described below into separate electronic files for submission.

C. ADDITIONAL SUBMISSION INSTRUCTIONS

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

Technical Proposals – One (1) ELECTRONIC upload must be organized in accordance with Section III.D (Proposal Format). All information for the Technical Proposal must be combined into a single file/document for uploading. EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit. The Technical Proposals SHALL NOT contain any cost information.

Confidential Information: If Offeror’s proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror must submit two (2) separate ELECTRONIC technical files:

- One (1) ELECTRONIC version of the requisite proposals identified in Section III.B above as unredacted (def. Section I.F.37 versions for evaluation purposes; and
- One (1) redacted (def. Section I.F.26 ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions must be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;

Cost Proposals – One (1) ELECTRONIC upload of the proposal containing ONLY the Cost Proposal. All information for the cost proposal must be combined into a single file/document for uploading. EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.

For technical support issues, contact (505) 827-0467 or (505) 827-0472.

The ELECTRONIC proposal submission must be fully uploaded in SPD’s eProNM system by the submission deadline in Section II.B.6.

It is the Offeror’s responsibility to ensure all documents are completely uploaded and submitted electronically via the eProNM system by the deadline set forth in this RFP. The eProNM system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the eProNM system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the eProNM system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, NO LATE OFFER CAN BE ACCEPTED.
Any proposal that does not adhere to the requirements of this Section and Section III.D.1 (Proposal Content and Organization) may be deemed non-responsive and rejected on that basis.

D. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. **Proposal Content and Organization**

   Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

   **Technical Proposal – ** **DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**
   
   A. Signed Letter of Transmittal  
   B. Signed Campaign Contribution Form  
   C. Table of Contents  
   D. Proposal Summary (Optional)  
   E. Response to Contract Terms and Conditions (from Section II.C.15)  
   F. Offeror’s Additional Terms and Conditions (from Section II.C.16)  
   G. Response to Specifications (except Cost information which shall be included ONLY in Cost Proposal/Binder 2)  
       1. Organizational Experience  
       2. Organizational References  
       3. Oral Presentation  
       4. Mandatory Specifications  
       5. Financial Stability – (Financial information considered confidential, as defined in Section I.F.6 and detailed in Section IV.C.1, should be placed in the Confidential Information file, per Section III.C as applicable)  
       6. New Mexico Preferences (if applicable)  
   H. Other Supporting Material (if applicable)

   **Cost Proposal:**
   
   1. Completed Cost Response Form (APPENDIX D)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror’s Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be
used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The Contractor will direct, coordinate, implement, administer and report on all activities generally understood within the magazine publishing industry to be standard in providing full-service circulation fulfillment for a monthly publication the size and sophistication of New Mexico Magazine (60,000 paid subscribers).

1. The Contractor will maintain in place the technological and systems infrastructure to do the work described in the RFP. This will include state-of-the art technology, back-up protection, and all systems and other infrastructure that meet industry norms and expectations for this business as conducted by a monthly publication of the size and sophistication of New Mexico Magazine.

2. The Contractor will maintain experienced staff and procedures in order to meet the order processing and data entry needs delineated in this RFP.

3. The Contractor will maintain the technological and systems infrastructure necessary to fulfill digital editions including API calls necessary for digital app users.

4. The Contractor will maintain experienced staff, procedures, systems, and infrastructure to handle:
   a. Order taking and processing
   b. Customer service – (inbound and outbound if necessary) phone, email, written, etc.
   c. Postal mailing – Lettershop services
   d. Print capabilities (including supplies, such as forms, envelopes, letters, etc.)
   e. Account management
   f. Compliance with postal and audit rules and regulations; internal quality control
   g. API call verification for Digital App subscribers
   h. **Establishing an escrow account to hold funds provided by New Mexico Magazine to be used for various postage needs, such as outgoing postage, Business Reply Mail (BRM) funding, USPS permit fees, etc.**

5. The Contractor will invoice and detail all costs submitted to New Mexico Magazine.

6. The Contractor will keep and provide the reports in accordance with industry norms and as needed by New Mexico Magazine directly and to third parties as authorized (such as auditors), including but not limited to the following reports: daily cash deposit and reconciliation, accounts receivable, deferred revenue, and bad debt.

7. The Contractor will obtain and maintain Payment Card Industry Data Security Standards (PCI-DSS) compliance. The Contractor will provide an annual attestation of compliance to
be confirmed by an external PCI audit firm.

8. The Contractor will ensure that all Merchant ID and credit card processing corresponds with and is compliant with the New Mexico State fiscal agent bank(s) and affiliated partners. **Any change to credit card processing must be pre-approved by the Agency and the New Mexico Board of Finance.**

9. In addition, the Contractor must provide the following basic fulfillment services:

   a. Transaction Processing, Cashiering, and Entry – Receive and open incoming mail presorted by Post Office box numbers. Deposit subscription funds into Agency bank account. Receive and process Agency subscription requests. Enter direct mail orders, renewals and invoice payments with scannable code line, laser printed per Contractor specifications. Enter and quality control all other basic fulfillment transactions.

   b. Master File Maintenance – Maintain subscription data necessary to both facilitate the fulfillment process and provide information for Agency’s circulation, distribution, advertising, and finance departments. Update the Master File for the Magazine at least once weekly. Suspend service after the specified number of issues delivered. Cancel for non-payment (mass cancel) seven (7) months after entry of order. Maintain expired subscriptions for a period of one (1) year on the current Master File. Maintain the prior address of a change of address record for one (1) year. Maintain a file of bad debt subscription records for a period of one (1) year.

   c. Customer Service Postal Mail – Search the Master File or other files required to satisfy subscriber inquiries. Execute any necessary file adjustments.

   d. Mailing Label Preparation – Prepare mail files for shipping or transmission to the printer, FTP, or other electronic format. Labels/files will be supplied sufficiently in advance of the established mail date in accordance with the schedule mutually agreed to and selection criteria specified by Agency. Provide to the printer supplemental labels/files based on Agency’s schedule.

   e. Renewal Promotion – Select regular renewal promotions by expire, effort, test code and source up to a total of twelve (12) efforts to be mailed by Contractor.

   f. Subscription Premiums – Identify and output or otherwise make accessible subscriber records that qualify for premiums used in subscription offers.

   g. Invoicing – Select, print, and mail regular invoicing by bill group, effort, test code and source up to any number of efforts.

   h. Gift Processing – Select and print donor recipients to multiple pages if necessary, listing names and addresses of all recipients to the donor.

   i. Promotional Subscription Mailings – Provide list services related to outgoing direct mail efforts, including complete merge/purge and presort capabilities. Order and acquire needed stock items, including outers, reply envelopes, letter, and other insert pieces for these mailings. Costs of printing said items to be billed to Agency.

   j. Web Order Subscriptions – Provide web-based subscription order pages. Pages must be able to offer multiple tiers based on promotional discount codes that can be entered by potential subscribers. Ability for subscribers to renew, pay for credit orders, and place
and review new or renewal gift orders showing all recipients connected to donor record.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror must:

a. provide their general service bureau information including Offeror company name, location of business (full street address), telephone, web site, and year company was established.

b. provide the contact name(s) for this RFP with title, phone, and email address.

c. provide an organizational chart for Offeror company, including number and location of employees, listing key administrative and technical personnel positions, and identifying whether an account executive would be assigned to NMM, and if so, describing the experience level of that employee.

d. provide a detailed description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described.

e. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent (and number of years) of their experience, expertise and knowledge as a provider of circulation fulfillment. All circulation fulfillment provided to private sector will also be considered.

f. Specify how many of the publications currently supported by Offeror are consumer-paid publications, consumer-controlled publications, audited by Audit Bureau Circulation (ABC), audited by Business Publication Audit (BPA) and non-audited. Also list any state-owned publications for whom Offeror is currently providing fulfillment services.

g. Specify the number of client files according to following file size categories: 0-100,000; 100,000-250,000; 250,000-above.

h. Describe any changes to Offeror’s clientele over the past three (3) years, including all in-conversions and out-conversions.

i. Describe what percentage of business revenue is derived from circulation fulfillment engagements.

2. Organizational References

a. Offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state or large local government clients within the last three (3) years, such list must include the following Business Reference information for each Reference:

   1) Client name & file size;
   2) Project description;
   3) Project dates (starting and ending);
Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror. It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process. Organizational References that are not received or are not complete may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. Mandatory Specifications

a. Offeror must be a full-service, United States (U.S.) based circulation fulfillment company with a U.S. based banking institution. A statement of concurrence is required.

b. Offeror’s bank must be able to establish a correspondent banking relationship with the State of New Mexico’s Fiscal Agent Bank. A statement of concurrence is required.

c. Offeror must provide a description of Offeror’s ability and capacity for providing the following fulfillment services, in accordance with the outlined requirements:

1) Operations – Order Processing

- Describe the ability to enter the following information in the database of current subscribers: new subscribers; renewals; donor records; gift orders; deletes; cancels; suspend/reinstates; address changes; back-start and extension of subscriptions; future date transactions; holds; invoice payments; invoice adjustments; claim payments including number of times claims paid; and misc. adjustments including retroactive.

- Describe customer record capabilities in the following areas: multiple-product order history in one record (magazine subscriptions, gift subs, other gift product purchases); maintenance of stop and hold status; the ability to clean up current files and provide unclaimed revenue to the publisher; capture and maintain telephone numbers and email addresses; honor customer requests to “do not rent,” their names, and to provide only one renewal notice or none at all; updating of demographics – whether subscriber supplied or 3rd party supplied – by customer service representatives.

- What is the record layout for a subscriber’s name and address? How many lines can be printed on the issue label? How are Canada/foreign addresses handled by the Offeror’s system? Are there any constraints in the address field that may impact these subscribers?

- Does your system scan direct mail orders, renewals, payments? If so, do you provide templates or detailed instructions for promotion designs?

- How long does it take for an order to get onto the subscriber’s database from the time it is received in the offeror’s mailroom? For scanned orders? For manually entered orders?
• Can you upload the following types of files: subscription and telemarketing agents; advertising and other complimentary files? Is it possible to merge the supplied names with the mail file for the issue label run? How many days/weeks prior to the main run would you need the list? Would you require re-receipt of a list via a specific file format?

• Is data entry and scanning handled in-house? If outsourced, Offeror must provide details of all known subcontractors.

• How is money processed in your operation? Is there a separate cage area or are all checks handled by the general clerical staff? What controls are in place to safeguard client’s checks? How often are bank deposits made? How is cash reconciled to the system?

• Credit card processing: Offeror and its credit card processing provider(s) must maintain PCI-DSS compliance throughout the term of the contract. Offeror must provide valid PCI-DSS Attestation of Compliance (AOC) with Qualified Security Assessor (QSA) Acknowledgment. AOC’s must be submitted upon renewal. Please confirm and describe your operation’s PCI-DSS compliance.

• Offeror shall identify designated third-party vendor(s) for credit card processing authorization. Offeror shall acknowledge that such vendor has a correspondent banking relationship with the State of New Mexico fiscal agent bank(s) and affiliated partners. Please confirm that the Agency will be allowed to establish its own Merchant ID to comply with New Mexico state law.

• Offeror shall provide a Service Organization Control 1 (SOC1) Type 2 annual report. Please confirm.

• Refunds must be processed at the Agency’s fiscal home office. Offeror shall provide documentation to support any refund requests that you receive.

• Describe how your system checks for a duplication at the time of data entry and at update.

• Are subscription agency orders handled by a separate department or by the general staff?

• Describe your ability to receive, store, and mail out copies for customer service complaints, including fulfillment of back or missed issues and premiums.

2) Customer Service

• Offeror shall describe their customer service operation. Is customer service provided internally or contracted with an outside supplier? If internal, how many representatives do are employed? If any portion is outsourced, provide details on your subcontractor(s), including location, training, and oversight. Are your customer service personnel based in the United States? Are they completely fluent in the English language?

• Describe the levels and types of customer service you provide. Address the
following: in-bound phone calls (list days and hours of service & holidays); out-bound phone calls (e.g., if a customer requests a call back); letter-writing (response time, custom vs. generic); email response (response time, custom vs. generic); manager complaint handling/personnel; up-selling and cross-selling capabilities; and describe to what extent any phone service utilizes automation. What happens if a customer calls during a non-operational period? What is the turnaround time for the following: email or web-based customer service, written customer service, incoming calls (average hold time & describe what happens while the customer is on hold).

- Agency will be required to establish or transfer unique telephone numbers (toll-free or local), email addresses and P.O. boxes for customer service – Can the Agency retain its current contact information?
- What is the process for maintaining customer history? Does the system have an automatic log of transactions applied, dates of transactions and operator ID? Does the system have the ability to post notes to an individual subscriber record? What customer service reporting do you provide?
- How many representatives will be assigned to New Mexico Magazine and how many titles is a customer service representative assigned to handle? If staff is shared, how many clients overall are being handled? If staff is dedicated, how many representatives will be assigned to New Mexico Magazine?

3) Postal Mailing

- Does the offeror have the capability to provide all issue mailing files electronically to the Agency’s printer?
- Describe the offeror’s capabilities and fee structure for co-mail outgoing mail for greatest postal discount.
- Is the main run / supplemental postal sort performed internally or contracted to an outside vendor? What about Coding Accuracy Support System (CASS) Certification? National Change of Address (NCOA) Processing?
- Can the offerors system accommodate special breakouts for wrapped issues?
- What information in addition to name and address can appear on an issue label (e.g., special label notes like “compliments of John Smith”)? How would this be conveyed to the printer?
- Does the offeror require us to open more than one Post Office box for incoming Business Reply Envelope (BRE)/ Business Reply Card (BRC) mail and do you use +4 appending to separate incoming mail to appropriate operational areas? Do you open the necessary PO boxes and establish permits on our behalf?
- Describe your on-site lettershop services. Are they employees or subcontractors? How many? How long does it take to get renewals/invoices in the mail from the point at which they were selected? Do you have minimum costs for lettershop activities?
• Describe your capabilities for list management, including creating multis and merge priorities, reference based matching logic, merge/purge, list hygiene, etc.

• Does the offeror provide broadcast email services?

• Does the offeror provide stock inventory reports that reflect balance, monthly usage, 6-month usage, annual usage, stock pending (jobs in progress)?

4) **Design/Printing/Supplies**

• All design, printing, and storage of lettershop materials must be provided by Offeror. Please confirm and describe your capabilities for this requirement. Are there additional fees for warehouse stock storage?

5) **Account Management**

• Describe the organizational plan and goal for account management.

• Provide your job description for an account manager. What is the average number of titles per manager?

6) **Quality Control**

• Describe your internal quality controls to ensure compliance with postal and audit rules and regulations.

7) **Technology and System Design**

• Describe your Disaster Recovery Program, back-up options for system disruption, security precautions to safeguard client information, etc.

• Describe your computer system (on-line, real-time, or batch?) and any recent technological enhancements or planned changes for near future. How often is the subscriber database updated?

• Describe your database system. Is it relational database? How is it maintained? How often is marketing data updated? Describe your system’s ability to maintain demographics. Can you overlay 3rd party-supplied demographics?

• Describe the system’s promotion code structure. Is it customizable or fixed?

• Describe your gift subscription capacity. Does the system offer linked gift subscription information (donor/donee)? How many recipients can be linked to one donor? Does the system accurately maintain various gift scenarios, such as subscribing donor, subscribing recipient, multiple donors giving to the same recipient, recipients who are also donors? Is the system able to send renewals to the donor or recipient, or both? Can subscribers review and/or maintain their gift subscriptions online?

• Describe your promotion policies. Does your system offer different policies on the source and key level regarding the following: bad debt; renewal programs; billing; gift promotions; state issue policies; customer service
policies?

- Does the system accommodate the offering of missed or back issues? Premiums? Does the system receive, store, and mail out copies for customer service complaints?

- Describe the publisher/client access to your system. Can the publisher access subscriber files online in real time? Make changes in these? What reports are available online? Is access via secure web? Can access be made available at multiple sites both at and outside the magazine’s editorial offices? How are new users taught to use your reports? Does your company hold periodic report seminars? Does your company offer site visits for personalized training?

- Describe how the internet interfaces with your fulfillment system for the following activities: capturing data from online subscription acquisition including online customer account management; order placement for own and gift subscriptions, renewals of own and gift subscriptions, complaints, and inquiries.

- How customizable is the interface both from a graphic design and data capture standpoint? Are online order forms responsive to user’s search via laptop, desktop, tablet, smartphone, etc.? Does offeror provide templates for web order pages or can the Agency customize the look and feel of web order pages to match publication branding? What customer services are available for self-service through a web browser? Are they optimized for mobile and tablet devices?

- Can you offer multiple web subscription offers on-line simultaneously, accessed by special promotion codes provided to the customer that determine rates and terms for various subscription offers?

8) Digital Subscriptions

- Are your systems set up to offer and fulfill digital editions of our print magazine? What systems are in place to accommodate bundled subscriptions (print and digital)? Describe your capabilities in terms of auto-renewing subscriptions. Are you set up to work with 3rd party vendors who would interface with our digital edition? If so, please list.

- Have you offered digital editions subscriptions of other client’s print magazines? Can you provide client references for this?

- Can you collect and provide the necessary data required by Audit Bureau Circulation (ABC) or Business Publication Audit (BPA) to audit digital editions?
C. BUSINESS SPECIFICATIONS

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

2. Letter of Transmittal Form
Offeror’s proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror’s disqualification.

3. Campaign Contribution Disclosure Form
Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.

4. Oral Presentation
If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

5. Cost
Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by:

\[
\text{Lowest Responsive Offeror’s Cost (total cost per month)} \times 200 = \text{Awarded Points}
\]

This Offeror’s Cost (total cost per month)

6. NM Resident Business or NM Resident Veteran Business Preference
To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors MUST include a copy, in this section, of its NM Resident Business or NM Resident Veteran Business preference certificate, as issued by the New Mexico Taxation and Revenue Department.
V. EVALUATION

A. EVALUATION POINT SUMMARY

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

<table>
<thead>
<tr>
<th>Evaluation Factors</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Correspond to section IV.B and IV.C)</td>
<td></td>
</tr>
<tr>
<td>B. Technical Specifications</td>
<td></td>
</tr>
<tr>
<td>B. 1. Organizational Experience</td>
<td>100</td>
</tr>
<tr>
<td>B. 2. Organizational References</td>
<td>50</td>
</tr>
<tr>
<td>B. 3. Mandatory Specifications</td>
<td></td>
</tr>
<tr>
<td>B.3.a USA Based Company</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>B.3.b Relationship with State of NM Fiscal Agent Bank</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>B.3.c Operations – Order Processing</td>
<td>400</td>
</tr>
<tr>
<td>C. Business Specifications</td>
<td></td>
</tr>
<tr>
<td>C.1. Financial Stability</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.2. Letter Of Transmittal Form</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.3. Campaign Contribution Disclosure Form</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.4. Oral Presentations</td>
<td>250</td>
</tr>
<tr>
<td>C.5. Cost</td>
<td>200</td>
</tr>
<tr>
<td>TOTAL POINTS AVAILABLE</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>5% bonus = 50</th>
</tr>
</thead>
<tbody>
<tr>
<td>NM Resident Business Preference (5%)</td>
<td></td>
</tr>
<tr>
<td>NM Resident Veteran Business Preference (10%)</td>
<td>10% bonus = 100</td>
</tr>
</tbody>
</table>

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. Organizational Experience (100 points)

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience, expertise, knowledge, personnel education, experience, and certifications or licenses. In addition, points will be awarded based on Offeror’s candid and well prepared response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. Organizational References (50 points)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight
and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/2 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror Qualifications, per Section II.C.18.

3. Mandatory Specifications (400 points)

a. Mandatory Specification IV.B.3.a. is Pass/Fail only. Offeror must submit a statement of concurrence acknowledging that they are a full-service, United States (U.S.) based circulation fulfillment company with a U.S. based banking institution. A statement of concurrence is required.

b. Mandatory Specification IV.B.3.b. is Pass/Fail only. Offeror must submit a statement of concurrence acknowledging that Offeror’s bank is able to establish a correspondent banking relationship with the State of New Mexico’s Fiscal Agent Bank. A statement of concurrence is required.

c. Offeror’s responses to Mandatory Specification IV.B.3.c. (400 Points) Operations – Order Processing will be awarded points based on the thoroughness, clarity, relevance, and quality of Offeror’s responses in this Section. Offeror must provide a description of Offeror’s ability and capacity for providing the following fulfillment services, in accordance with the outlined requirements:

   i. Operations – Order Processing
   ii. Customer Service
   iii. Postal Mailing
   iv. Design/Printing/Supplies
   v. Account Management
   vi. Quality Control
   vii. Technology and System Design
   viii. Digital Subscriptions

4. Financial Stability (Pass/Fail)

Pass/Fail only. No points assigned. Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements
do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g., D & B report).

5. **Letter of Transmittal Form (Pass/Fail)**

Pass/Fail only. No points assigned. The Offeror’s proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company.

6. **Campaign Contribution Disclosure Form (Pass/Fail)**

Pass/Fail only. No points assigned. The Offeror must complete an unaltered Campaign Contribution Disclosure Form (APPENDIX B) and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made.

7. **Oral Presentation (250 points)**

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications. Points will be awarded based on the quality, organization, and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held, all Offerors will receive the maximum amount of total points for this Evaluation Factor).

8. **Cost (200 points)**

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

\[
\frac{\text{Lowest Responsive Offeror’s Cost}}{\text{Each Offeror’s Cost}} \times 200 = \text{Available Award Points}
\]

9. **New Mexico Preferences**

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

**New Mexico Resident Business Preference**

If the Offeror has provided a copy of their Preference Certificate, the Preference Points for a New Mexico Resident Business is 5% of the total points available in this RFP.

**New Mexico Resident Veteran Business Preference**

If the Offeror has provided a copy of their Preference Certificate, the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.
C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II.B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with Section 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.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

REQUEST FOR PROPOSAL
Circulation Fulfillment
20-41800-21-00470

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than February 21, 2022 5:00PM. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX F.

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

ORGANIZATION: ________________________________________________________________

CONTACT NAME: ______________________________________________________________

TITLE: ______________________________ PHONE NO.: ____________________________

E-MAIL: ____________________________

ADDRESS: ________________________________________________________________

CITY: __________________________ STATE: _______ ZIP CODE: _____________

Submit Acknowledgement of Receipt Form to:
To: Tami Concha
E-mail: Tami.Concha@state.nm.us
Subject Line: Circulation Fulfillment #20-41800-21-00470
APPENDIX B

Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.
“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s):  
Governor Michelle Lujan Grisham  
Lt. Governor Howie Morales

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: __________________________________________________________

Relation to Prospective Contractor: ______________________________________________

Date Contribution(s) Made: ______________________________________________________

Amount(s) of Contribution(s) ____________________________________________________

Nature of Contribution(s) ________________________________________________________
Purpose of Contribution(s)  
__________________________________________
__________________________________________

(Attach extra pages if necessary)

___________________________  _________________________
Signature                      Date

______________________________
Title (position)

--OR--

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

___________________________  _________________________
Signature                      Date

______________________________
Title (Position)
APPENDIX C
DRAFT CONTRACT

The Agreement included in this Appendix C represents the contract the Agency intends to use to make an award. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to or during the award process, as necessary.

State of New Mexico
New Mexico Tourism Department

Agreement No: 20-41800-21-00470

THIS Agreement ("Agreement") is made by and between the State of New Mexico, Tourism Department hereinafter referred to as the "Procuring Agency" and [Insert Contractor Name], hereinafter referred to as the “Contractor” and collectively referred to as the “Parties”.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 et. seq. and Procurement Code Regulations, NMAC 1.4.1 et. seq. the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the [RFP 20-41800-21-00470 Circulation Fulfillment] and the Contractor’s response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions:

   A. “Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

   B. “Award” means the final execution of the contract document.

   C. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

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

   E. “Contractor” means any business having a contract with a state agency or local public body.

   F. "New Mexico State Purchasing Agent" or "NMSPA" means the purchasing agent for the State of New Mexico or a designated representative. May be used interchangeably with "State Purchasing Agent” or “SPA”

   G. "Procuring Agency” means any state agency or local public body that enters into an
Agreement to procure products or services.

H. “Products and Services schedule” refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.

I. “RFP” means Request for Proposals as defined in statute and rule.

J. “SPD” means the State Purchasing Division of the New Mexico State General Services Department.

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

L. “We,” “us” or “our” refers to the State of New Mexico, agencies, commissions, institutions, political sub-divisions and local public bodies allowed by law to participate in the Agreement and whose accounts are created under this Agreement.

M. “You” and “your” refers to (Contractor Name).

2. **Scope of Work.**

   The Contractor shall direct, coordinate, implement, administer and report on all activities generally understood within the magazine publishing industry to be standard in providing full-service circulation fulfillment for a monthly publication the size and sophistication of New Mexico Magazine (60,000 paid subscribers).

   A. The Contractor will maintain in place the technological and systems infrastructure to do the work described in RFP 20-41800-21-00470 Circulation Fulfillment (RFP). This will include state-of-the-art technology, back-up protection, and all systems and other infrastructure that meet industry norms and expectations for this business as conducted by a monthly publication of the size and sophistication of New Mexico Magazine.

   B. The Contractor will maintain experienced staff and procedures in order to meet the order processing and data entry needs delineated in this RFP.

   C. The Contractor will maintain the technological and systems infrastructure necessary to fulfill digital editions including API calls necessary for digital app users.

   D. The Contractor will maintain experienced staff, procedures, systems, and infrastructure to handle:

      1. Order taking and processing
      2. Customer service – (inbound and outbound if necessary) phone, email, written, etc.
      3. Postal mailing – Lettershop services
      4. Print capabilities (including supplies, such as forms, envelopes, letters, etc.)
5. Account management
6. Compliance with postal and audit rules and regulations; internal quality control
7. API call verification for Digital App subscribers
8. Establishing an escrow account to hold funds provided by New Mexico Magazine to be used for various postage needs, such as outgoing postage, Business Reply Mail (BRM) funding, USPS permit fees, etc.

E. The Contractor will invoice and detail all costs submitted to New Mexico Magazine.

F. The Contractor will keep and provide the reports in accordance with industry norms and as needed by New Mexico Magazine directly and to third parties as authorized (such as auditors), including but not limited to the following reports: daily cash deposit and reconciliation, accounts receivable, deferred revenue, and bad debt.

G. The Contractor will obtain and maintain Payment Card Industry Data Security Standards (PCI-DSS) compliance. The Contractor will provide an annual attestation of compliance at the renewal period to be confirmed by an external PCI audit firm.

H. The Contractor will ensure that all Merchant ID and credit card processing corresponds with and is compliant with the New Mexico State fiscal agent bank(s) and affiliated partners. Any change to credit card processing must be pre-approved by the Agency and the New Mexico Board of Finance.

I. In addition, the Contractor must provide the following basic fulfillment services:

J. Transaction Processing, Cashiering, and Entry – Receive and open incoming mail presorted by Post Office box numbers. Deposit subscription funds into Procuring Agency bank account. Receive and process Procuring Agency subscription requests. Enter direct mail orders, renewals and invoice payments with scannable code line, laser printed per Contractor specifications. Enter and quality control all other basic fulfillment transactions.

1. Master File Maintenance – Maintain subscription data necessary to both facilitate the fulfillment process and provide information for Procuring Agency’s circulation, distribution, advertising, and finance departments. Update the Master File for the Magazine at least once weekly. Suspend service after the specified number of issues delivered. Cancel for non-payment (mass cancel) seven (7) months after entry of order. Maintain expired subscriptions for a period of one (1) year on the current Master File. Maintain the prior address of a change of address record for one (1) year. Maintain a file of bad debt subscription records for a period of one (1) year.

2. Customer Service Postal Mail – Search the Master File or other files required to satisfy subscriber inquiries. Execute any necessary file adjustments.

3. Mailing Label Preparation – Prepare mail files for shipping or transmission to the printer, FTP, or other electronic format. Labels/files will be supplied sufficiently in advance of the established mail date in accordance with the schedule mutually agreed to and selection criteria specified by Procuring Agency. Provide to the printer supplemental labels/files based on Procuring Agency’s schedule.

4. Renewal Promotion – Select regular renewal promotions by expire, effort, test code and source up to a total of twelve (12) efforts to be mailed by Contractor.
5. Subscription Premiums – Identify and output or otherwise make accessible subscriber records that qualify for premiums used in subscription offers.

6. Invoicing – Select, print, and mail regular invoicing by bill group, effort, test code and source up to any number of efforts.

7. Gift Processing – Select and print donor recipients to multiple pages if necessary, listing names and addresses of all recipients to the donor.

8. Promotional Subscription Mailings – Provide list services related to outgoing direct mail efforts, including complete merge/purge and presort capabilities. Order and acquire needed stock items, including outers, reply envelopes, letter, and other insert pieces for these mailings. Costs of printing said items to be billed to Procuring Agency.

9. Web Order Subscriptions – Provide web-based subscription order pages. Pages must be able to offer multiple tiers based on promotional discount codes that can be entered by potential subscribers. Ability for subscribers to renew, pay for credit orders, and place and review new or renewal gift orders showing all recipients connected to donor record.

3. Compensation.

A. Payment. The total compensation under this Agreement shall not exceed [Insert Dollar Amount], including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

B. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s). Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any
persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.

D. **Retainage.** Not Applicable. The Parties agree there is no retainage.

E. **Performance Bond.** Not Applicable. The Parties agree there is no Performance Bond.

4. **Term.**

   **THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL Approved by the FINAL REQUIRED SIGNATORY.** This Agreement shall begin on the date approved by the Final Required Signatory and shall end on **June 30, 2024** unless terminated pursuant to this Agreement’s Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories and in accordance with the term of the request for proposals, if this contract was based on a request for proposals. The Procuring Agency reserves the right to renew the initial contract on a two (2) year basis for up to eight (8) years.

5. **Termination.**

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

   B. **Notice; Procuring Agency Opportunity to Cure.**

      1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

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

6. **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 Procuring Agency to the Contractor. The Procuring Agency’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring 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.

7. **Status of Contractor.**

   The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring 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.

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

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

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

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

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

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

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

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

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

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

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Termination Clause of this Agreement, or to agree to the reduced funding.

10. **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.

11. **Penalties for violation of law.**
   The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

12. **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.

13. **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 Procuring Agency.

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

15. **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 Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments

16. **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.

17. **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.

18. **Non-Collusion**
In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

19. **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 Procuring Agency:
New Mexico Tourism Department
491 Old Santa Fe Trail
Santa Fe, NM 87501
JoAnnD.Lovato1@state.nm.us

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

20. **Succession**
This Agreement shall extend to and be binding upon the successors and assigns of the parties.

21. **Headings**
Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

22. **Default/Breach.**
In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

23. **Equitable Remedies.**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency’s obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency’s rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

24. **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 this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

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

   C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: [https://bewellnm.com](https://bewellnm.com).

25. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Procuring 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, 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 Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

26. **Default and Force Majeure.**

The State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

27. **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 Procuring Agency.

28. **Subcontracting.**

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

29. **Inspection of Plant.**

The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor’s regular business hours and upon prior written notice, the Contractor’s plant or place of business, or any subcontractor’s plant or place of business, which is related to the performance of this Agreement.

30. **Commercial Warranty.**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. **Condition of Proposed Items.**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.
32. **Release.**

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

33. **Confidentiality.**

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency 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 Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. **Contractor Personnel.**

A. **Key Personnel.** Contractor’s key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

   [Insert Contractor Staff Name(s)]

B. **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor’s personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor’s personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency’s expectations.

35. **Incorporation by Reference and Precedence.**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor’s best and final offer; and (3) the Contractor’s response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1)
amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor’s best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor’s response to the request for proposals.

36. **Inspection.**

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor’s risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. **Inspection of Services.**

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor’s performance.

D. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:
   (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
   (2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:
   (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or
   (2) terminate the Agreement for default.
THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

38. **Insurance.**

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
   a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
   b. Property damage or combined single limit coverage: $1,000,000.
   c. Automobile liability (including non-owned automobile coverage): $1,000,000.
   d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: [Insert Contractor Name, Title] [Company Name] Date:

By: Jen Paul Schroer, Cabinet Secretary New Mexico Tourism Department Date:

Approved for legal sufficiency:

By: Jennifer Saavedra, General Counsel New Mexico Tourism Department Date:
The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State to pay gross receipts and compensating taxes:

CRS ID Number: ___________________________

NOTE: Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

By: 
    Taxation & Revenue Department

Date:

This Agreement has been approved by the State Purchasing Agent:

By: 
    Purchasing Agent
    State of New Mexico

Date:
APPENDIX D  
COST RESPONSE FORM

Please provide your proposed pricing schedule, with a sample invoice for a monthly billing period and a proposed TOTAL COST per MONTH.

In addition, please provide an estimated conversion and implementation time frame for New Mexico Magazine, identifying any charges that may be incurred for such conversion.

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<td>MERGE PURGE FOR DIRECT MAIL QTY</td>
<td>150000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SELECT NEWSLETTER OPT INS</td>
<td>350</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ELECTRONIC FORMAT OUTPUT</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL COST per MONTH $_______________________
APPENDIX E
Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR’S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!
(N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 20-41800-21-00470

1. Identify the following information for the submitting organization:

<table>
<thead>
<tr>
<th>Offeror Name</th>
<th>Mailing Address</th>
<th>Telephone</th>
<th>FED ID#</th>
<th>NM CRS#</th>
</tr>
</thead>
</table>

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contractually Obligate</th>
<th>B Negotiate*</th>
<th>C Clarify/Respond to Queries*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):
   _____ No subcontractors will be used in the performance of any resultant contract, OR
   _____ The following subcontractors will be used in the performance of any resultant contract:

   _______________________________________________________
   (Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as, a State Agency, reseller, etc. that is not a subcontractor listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

   _______________________________________________________
   (Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

____________________________________________________
Authorized Signature and Date (Must be signed by the individual identified in item #2.A, above.)
APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror’s experience relevant to the Detailed Scope of Work (Section IV.A) in an effort to evaluate Offeror’s ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Tami Concha at Tami.Concha@state.nm.us by March 11, 2022 3:00PM MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.
RFP # 20-41800-21-00470
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the State of New Mexico, New Mexico Tourism Department via e-mail at:

Name: Tami Concha
Email: Tami.Concha@state.nm.us

Forms must be submitted no later than March 11, 2022 3:00PM MST/MDT and must not be returned to the organization requesting the reference. References are strongly encouraged to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager at 505-670-4992; JoAnnD.Lovato1@state.nm.us. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

<table>
<thead>
<tr>
<th>Organization providing reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact name and title/position</td>
</tr>
<tr>
<td>Contact telephone number(s)</td>
</tr>
<tr>
<td>Contact e-mail address</td>
</tr>
<tr>
<td>Project description</td>
</tr>
<tr>
<td>Project dates (start and end dates)</td>
</tr>
</tbody>
</table>
QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
   COMMENTS:

2. How would you rate this firm’s knowledge and expertise?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor’s flexibility relative to changes in the project scope and timelines?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

4. How would you rate the dynamics/interaction between vendor personnel and your staff?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

5. Who are/were the vendor’s principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   Name: ____________________________ Rating: ____________________________
   Name: ____________________________ Rating: ____________________________
Name: ___________________________________________ Rating: 
Name: ___________________________________________ Rating: 
COMMENTS:

6. How satisfied are/were you with the products developed by the vendor?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)
   COMMENTS:

7. With which aspect(s) of this vendor’s services are/were you most satisfied?
   COMMENTS:

8. With which aspect(s) of this vendor’s services are/were you least satisfied?
   COMMENTS:

9. Would you recommend this vendor’s services to your organization again?
   COMMENTS: