

**STATE PURCHASING DIVISION
OF THE
GENERAL SERVICES DEPARTMENT
AND
ECONOMIC DEVELOPMENT DEPARTMENT**

REQUEST FOR PROPOSALS (RFP)

MainStreet Creative Economy Revitalization Specialist



RFP# EDD-NMMS-2023-1

RFP Release Date: April 28, 2022

Proposal Due Date: May 20, 2022

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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 a MainStreet Creative Economy Revitalization Specialist contractor.

B. BACKGROUND INFORMATION

Agency mission: To facilitate the creation, retention and expansion of jobs and to increase investment through public/private partnerships to establish a stable, diversified economy to improve the quality of life for New Mexico citizens.

Agency goals and objectives:

- To increase the number of sustainable “asset-based” jobs in NM
- New job creation should increase the average wage in the region
- Increase the tax base and investment in New Mexico to accommodate and create economic activity in both rural and urban areas
- To increase investment in quality infrastructure

Agency Description: The New Mexico Economic Development Department is an agency of the State of New Mexico. It employs approximately 65 people with Divisions in Economic Development, Research, Marketing, Film, Science & Tech, and International Trade.

NMMS Mission: The New Mexico MainStreet Program fosters economic development in the state by supporting local MainStreet revitalization organizations and their work in downtowns and the adjacent neighborhoods. The Program provides resources, education, training and services that preserve and enhance the built environment, local historic culture and heritage and stimulate the economic vitality of each participating community.

NMMS goals and objectives: New Mexico MainStreet Program works with its local Projects to implement successfully the “Main Street Approach™” through:

- Design – Enhancing the unique visual quality of downtown by addressing all design elements.
- Promotion – Creating and marketing a positive image based on the unique attributes of the downtown district.
- Economic Vitality/Positioning- Strengthening downtown’s existing economic assets and fulfilling its broadest market potential.
- Organization – Establishing consensus and cooperation by building effective partnerships among all stakeholders.

Location of office: The New Mexico MainStreet Program office is located within the Economic Development Department, Joseph M. Montoya Building, 1100 South St. Francis Drive, Santa Fe, NM 87505-4147.

C. SCOPE OF PROCUREMENT

The Agency reserves the option of renewing the initial contract(s) on an annual basis for three additional years or any portion thereof for the purpose of a MainStreet Creative Economy Revitalization Specialist. In no case will the contract(s), including all renewals thereof, exceed a total of four years in duration.

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.

D. PROCUREMENT MANAGER

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

Name: Julie Blanke, Procurement Manager
Telephone: (505) 753-8860
Email: Julie.blanke@state.nm.us

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 Economic Development Department.
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 §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. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL DELIVERY

All proposals must be submitted electronically to the Procurement Manager:

Name: **Julie Blanke**
Reference RFP: **EDD-NMMS-2023-1**
Name: **MainStreet Creative Economy Revitalization Specialist**
Email Address: **Julie.blanke@state.nm.us**
505-753-8860

F. DEFINITION OF TERMINOLOGY

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

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

“**Agency**” means the Economic Development Department.

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

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

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

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

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

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

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

“**DFA**” means New Mexico Department of Finance

“**ETS**” means Economic Transformation Strategy

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

“**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

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

“Main Street Approach™” is the comprehensive, incremental model of downtown revitalization used by the New Mexico MainStreet Program as part of the National Main Street Center, which is comprised of: Design, Organization, Economic Positioning/Vitality and Promotion.

“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 will result in the rejection of the Offeror’s proposal.

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

“National Main Street Center” is a subsidiary of the National Trust for Historic Preservation which provides educational services, training and resources and to which the New Mexico MainStreet Economic Development Department has an annual licensing agreement to provide technical services and resources to locally affiliated NM MainStreet organizations.

“NMMS” is the acronym for the New Mexico MainStreet providing services as part of the team supporting local affiliated community downtown revitalization.

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

“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.

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

“Project” is a local non-profit organization dedicated to downtown revitalization using the Main Street Four-Point Approach® and maintaining an affiliation with the New Mexico MainStreet Program. Projects are either affiliated as “Certified” or “Affiliated” or “Start-Up,” or “Frontier/Native American” or “Commercial Corridors” communities.

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

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

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

“Revitalization Specialist” is an on-call contractor to the New Mexico MainStreet Program providing specialized Main Street professional services as part of the MainStreet Team of consultants who serve as policy advisors to the MainStreet Director and Assistant Director. Revitalization Specialists function as management consultants to all NMMS affiliated programs supporting local Project downtown revitalization.

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

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

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“State Purchasing Agent” means the director of the purchasing division of the general services department.

“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 Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“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:

www.nmmainstreet.org

<https://edd.newmexico.gov/community-development/mainstreet-program>

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:

Action	Responsible Party	Due Dates
1. Issue RFP	Agency	4/28/2022
2. Acknowledgement of Receipt Form	Potential Offerors	5/3/2022
3. Mandatory Pre-Proposal Conference	Agency	5/3/2022
4. Deadline to submit Written Questions	Potential Offerors	5/5/2022
5. Response to Written Questions	Procurement Manager	5/9/2022
6. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>5/20/2022</i>
7.* Proposal Evaluation	Evaluation Committee	5/24/2022
8.* Selection of Finalists	Evaluation Committee	5/25/2022
9.* Best and Final Offers	Finalist Offerors	5/25/2022
10 * Oral Presentation(s)	Finalist Offerors	5/26/2022
11.* Finalize Contractual Agreements	Agency/Finalist Offerors	5/27/2022
12.* Contract Awards	Agency/ Finalist Offerors	5/27/2022
13.* Protest Deadline	Agency	+15 days

* 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 Economic Development Department on April 28, 2022.

2. Acknowledgement of Receipt Form

Potential Offerors must e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, Julie.Blanke@state.nm.us, to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 3:00 pm MDT on May 3, 2022.

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. Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 11:00 am MDT via Zoom.

Join Zoom Meeting:

<https://us06web.zoom.us/j/82318248053?pwd=QWJkd1RZME02eHBvNjZ5d2F1WXFTZz09>

Meeting ID: 823 1824 8053

Passcode: 023121

Phone audio: +1 720 707 2699

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 via email to the Procurement Manager during the conference. All questions answered during the Mandatory 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.

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 5:00 pm MDT May 5, 2022 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.nmmainstreet.org>

6. Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **12:00 NOON** MDT ON: May 20, 2022. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically to the Procurement Manager at the email address identified in Section I.E Proposals must be labeled in the subject line of the email to the Procurement Manager to clearly indicate they are in response to the MainStreet Creative Economy Revitalization Specialist EDD-NMMS-2023-1.

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 top Offerors receiving the highest cumulative scores in Section V. A.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation via Zoom as per schedule Section II.A., Sequence of Events, or as soon as

possible thereafter. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee.

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 proposal 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:

Jon Clark, Deputy Cabinet Secretary
Economic Development Department
1100 S. St. Francis Drive
Santa Fe, NM 87505-4147
Jon.clark@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 including a Letter of Transmittal, pursuant to the requirements in Section III.C.1.

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 Sections III.B.1.a.i and III.B.2.a.i, 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. 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.

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 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. 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 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 dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the 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.

31. 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 Business Preference

A copy of the certification must accompany Offeror's proposal.

B. New Mexico Resident Veterans 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

1. ELECTRONIC SUBMISSIONS

Offeror's proposals must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted in the manner outlined below.

One copy of their proposal to the Procurement Manager via email listed in Section I.D. on or before the closing date and time for receipt of proposals.

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

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

1. Proposal Content and Organization

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

- A. Signed Letter of Transmittal
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions (from Section II.C.15)
- E. Offeror's Additional Terms and Conditions (from Section II.C.16)
- F. Signed Campaign Contribution Form
- G. New Mexico Preferences (if applicable)
- H. Other Supporting Material (if applicable)

A Proposal Summary may be included by Offerors 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.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

Letter of Transmittal

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

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

IV. SPECIFICATIONS

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

A. DETAILED SCOPE OF WORK

1. **Scope of Work.**
The Contractor shall perform the following work:

Introduction:

The Economic Development Department hires on-call professional Contractors for the New Mexico MainStreet Program (NMMS) to fulfill its responsibilities for delivery of services and trainings in asset-based community economic development to its partner Programs and Project Based Initiative clients. The requirement of NMMS to provide resources, services and trainings as proscribed by Main Street America and National Main Street Center, Inc. (NMSC) are derived from the New Mexico MainStreet Act (1984), through the Department's licensing and accrediting agreements with NMSC and through the goals, policies and protocols established by the Economic Development Department.

Contract services are provided based on the professional needs identified in a NMMS Service Request Form submitted from local Programs or Initiatives to the Department. Consideration of local requests are tied to the local stakeholders' annual implementation plan. Contractors are assigned to work with the local Program or Initiative partner to provide training and workshops to strengthen, transfer knowledge, skills, and the delivery of professional expertise to local leaders and task groups. All the Programs and Initiatives under the NMMS umbrella include capacity building for local leaders to assist the Program or Initiative in the implementation of projects, events, activities, and programs of the local stakeholder group.

New Mexico MainStreet is an umbrella program administering, managing, and orchestrating resources, services, and trainings to partner community-based economic development organizations focused on traditional and/or historic commercial districts. These programs include: New Mexico MainStreet (created by state statute in 1984), New Mexico Arts & Cultural Districts (created by state statute in 2007), Frontier Communities and Native American Communities Initiative (amended to the 1984 MainStreet act in 2013), the Urban Neighborhood Commercial Corridors Initiative (UNCC), New Mexico Historic Theaters Initiative, and other programs as assigned by the Department (see each Program or Initiative background information below).

The Programs and Initiatives administered by New Mexico MainStreet are accomplished locally through public-private partnerships. Local stakeholders collaborate with their primary local governing body (Municipality, County, Tribal Government, Land Grant) and New Mexico MainStreet (representing the state) to establish a common vision, goals, and work plans.

New Mexico MainStreet is committed to positive economic transformation within a Program or Initiatives' service area that results in property redevelopment, business revitalization and a vibrant quality of life for residents and visitors. NMMS has adopted three "Economic Transformation

Strategies” which Staff and Revitalization Specialists use to guide their statewide work to meet these objectives.

1. Build Capacity for Local Economic Revitalization and Re-development Efforts

Develop local leadership and capacity to implement projects and initiatives that accelerate community appropriate economic growth and revitalization through the Main Street Approach™.

2. Enhance the Entrepreneurial and Creative Economy

Building on the existing commercial base, arts, culture, advanced technology, and creative assets in New Mexico MainStreet communities, strive to strengthen and support entrepreneurial and creative endeavors through assessment, education, planning, and collaboration.

3. Create Thriving Places in New Mexico

Develop strategies, tools and techniques and implement them with local partners to transform our downtowns, squares, and villages into community assets where their greatest economic potential and realization can occur. This includes great public spaces, buildings, streets, and pedestrian areas, increasing economic viability through revitalization resulting in places to live and work that enhance people’s health, happiness, and well-being.

New Mexico MainStreet Program delivery is holistic using an inter-disciplinary approach to asset-based community economic development and revitalization that contributes to the vitality and vibrancy of the local economy. Successful revitalization requires a comprehensive approach that includes organizational development, promotion and marketing, economic development, business development, financial development, creative economy, urban design, landscape architecture, historic preservation, and architectural design. NMMS provides services through its Staff and Contractors, to develop capacity assisting local affiliates to successfully implement projects and activities.

Brief Synopsis of Programs and Project Based Initiatives:

New Mexico MainStreet Program

New Mexico MainStreet (NMMS) is a designated “Main Street America” State Coordinating Program. Main Street America (MSA) is a program of the nonprofit National Main Street Center, Inc., a subsidiary of the National Trust for Historic Preservation. NMMS is a program of the New Mexico Economic Development Department that is licensed and accredited annually to administer the MSA/NMSC’s *Main Street Approach*™ to downtown revitalization. It does this through the development of “Economic Transformation Strategies” that are implemented through comprehensive work in four broad areas known as the *Four Points: Economic Vitality, Design, Promotion, and Organization*. There are currently 45 other licensed and accredited Coordinating Main Street programs nationally.

The New Mexico MainStreet Program was created by state statute in 1984. All local affiliates must forge a public-private partnership for the revitalization of a historic and traditional commercial neighborhood, plaza, town center or downtown. NMMS assists the local stakeholder group in

creating a non-profit community economic development organization to work in partnership with its local governing body, raise funds for full-time staff and implement the Main Street Approach™. NMMS, in consideration of financial resources established annually through the New Mexico State Legislature, provides resources and ongoing technical assistance in the Four Points to designated MainStreet communities (inclusive of the local government partner, local MainStreet organization, and businesses/property owners within the MainStreet district).

Frontier and Native American Communities Initiative

The MainStreet Act was amended in 2013 by the State Legislature to establish the Frontier and Native American Communities Initiative administered by NMMS to provide project-based community economic development support for communities under 15,000 in population that may currently not have the capacity or resources to start or operate a full-fledged MainStreet Program. The 12 to 18-month affiliation with NMMS through the Frontier Initiative focuses on one economic development project within a traditional or historic village or town center. The Initiative is not open to communities which already have a MainStreet or Arts & Cultural District. The program focuses not only on the proposed project, but it also seeks to renew and build leadership in community economic development. It does require a group of stakeholders working in partnership with a local governing body. However, it does not require a non-profit Board and paid staff as in the MainStreet Program. Funding permitting, seven to eight new communities are selected annually to receive Frontier Initiative services.

Urban Neighborhood Commercial Corridors Initiative

The UNCC Initiative is a new pilot program of the New Mexico Economic Development Department's MainStreet program aimed at providing project-based community economic development support to urban neighborhood commercial corridors located in cities with more than 50,000 in population that may currently not have the capacity or resources to start or operate a full-fledged MainStreet Program. Selected communities will receive NMMS professional services and technical assistance to implement and complete the proposed project within 12 to 18-months.

New Mexico Arts & Cultural Districts

New Mexico is one of the first states to adopt a state Arts & Cultural Districts (ACD) program in 2007. With its diverse and rich cultural and arts traditions, New Mexico is a solid fit in utilizing cultural and creative economy strategies to enhance local economies. The Arts & Cultural Districts state statute provides a framework for the "State-Authorization" or "Self-Designation" of such districts. State-Authorized Arts & Cultural District designations are attached to a local MainStreet organization designated by New Mexico MainStreet as an Accredited or Affiliate Main Street America program. Operating under the local MainStreet organization's structure Arts & Cultural Districts are administered by an ACD Coordinating Council that is responsible for developing and implementing Creative Economy projects and activities in the Arts & Cultural District. The ACD Coordinating Council is comprised of Arts, Cultural, Historic Preservation, and Revitalization organizations and institutions dedicating resources to the growth of the cultural or creative economy within the ACD District. The ACD Coordinating Council develops comprehensive strategies to meet its goals, Cultural Planning and Development, Physical Planning and Development, Capacity and Sustainability, and Branding and Marketing.

The New Mexico MainStreet Director is also the ACD State Coordinator responsible for implementing the program and providing resources and technical assistance, however, local Arts & Cultural Districts are State-Authorized through the New Mexico Arts Commission in the Department of Cultural Affairs. A State Council for the ACD program is comprised of the New Mexico MainStreet Director (EDD), the Director of New Mexico Arts Division (DCA), the Historic Preservation Division (DCA) and the Tourism Department.

Historic Theaters Initiative

The New Mexico Historic Theaters Initiative is part of an ongoing statewide effort led by the Economic Development Department and New Mexico MainStreet that provides resources and technical assistance to support and rehabilitate historic theaters, install new digital projection and sound equipment, and improve theater performance. Established by the Department in 2010, the original goal was to prevent the states historic movie houses from going dark. With the national film industry moving from film to digital media, many communities could not afford the expensive equipment required to show digital movies. Capital Outlay funding has been awarded to qualifying historic theaters to support the rehabilitation costs of the fixed assets of these publicly owned cultural facilities. To date, the Department has supported nine of these renovations financially.

More information on each of these programs can be found on the web site, www.nmmainstreet.org. Policies and guidelines for each program can be found under “Resources” on that web site.

Contractor Qualifications/Services to be Provided:

Economic Vitality within the context of the Main Street Approach™ focuses on capital, incentives, and other economic and financial tools to assist new and existing businesses, catalyze property development, and create a supportive environment for entrepreneurs and innovators that drive local economies.

For New Mexico MainStreet, the Creative Economy is comprised of entrepreneurs, enterprises, and industries that engage intersections of commerce, creativity, innovation, and culture. It includes those who produce creative products, those who turn creations into commercial products, those who distribute or market them, those who support creative endeavors and the spaces they live and work in.

The MainStreet State Coordinating program provides technical assistance, resources, and training to local MainStreet organizations, Arts & Cultural Districts, Frontier & Native American Communities, and Urban Neighborhood Commercial Corridor projects to help diversify their local economy and revive their downtowns through asset-based creative economy development. This refers to a comprehensive and innovative strategy to positively leverage local arts, cultural and heritage assets; local skill base and other assets to enhance a locality or region’s cultural economy, creative enterprises, and quality of life. Local assets may be tangible, such as infrastructure, buildings, landscapes, agriculture, and people, or more intangible, such as climate, social and cultural networks, financing, and educational potential. The creative and cultural economy often adapts the internet, computer and advanced technologies, evolving business to changing market demand, which leads to new job creation, start-up and adaptive businesses, and wealth in a locality

resulting in an entrepreneurial environment conducive for cultural and creative industries and enterprises to grow.

NMMS requires a single dedicated contractor to serve as the Revitalization Specialist that will work with the State MainStreet Coordinating program and deliver onsite and remote technical assistance to designated local MainStreet programs, projects, and initiatives.

The Creative Economy Revitalization Specialist contractor may be assigned to provide the following services when a Service Request is filed by a designated organization with the Economic Development Department's New Mexico MainStreet Program:

- As assigned assist the MainStreet Program, Arts & Cultural District State Coordinator, and ACD agency partners in the development and implementation of tools and resources that will establish New Mexico as an economic leader in Cultural and Creative economy development based on its competitive advantage with its arts, cultural and creative assets. These activities include:
 - Enhancing the quality of life and stimulating economic growth through fostering greater public access to public civic and cultural opportunities utilizing creative placemaking strategies that preserve and promote cultural assets, cultural diversity, and the cultural economy.
 - Working with NMMS Landscape Architect and Urban Planner Revitalization Specialist on utilizing creative placemaking to revitalize civic and public spaces.
 - Promoting community appropriate culture and heritage assets to further economic growth.
 - Supporting creative, arts and cultural economy projects, programs and organizations that demonstrate direct, identifiable, and measurable public benefit to citizens and visitors.
 - Establishing creative economy policy that increases public/private partnerships, which incentivize creative enterprises and industries including commercial building redevelopment and adaptive reuse.
 - Reducing barriers to creative economy business expansion and reinvestment.
 - Establishing policy that supports creative and cultural entrepreneurship and start-ups including financial support for entrepreneur mentorship programs and development of a pool of private and public sector funding for creative business expansion and new entrepreneurs.
 - Targeting public infrastructure investment to catalyze nodes of creative economy redevelopment.
- Assist NMMS Director and ACD State Coordinator with development of resources and programing for local Arts & Cultural Districts. This includes:
 - Development of networking meetings and training opportunities.
 - Distributing Annual ACD Survey, compiling results, and development of a corresponding Annual ACD Report required annually by State Statute for ACD's.

- Working with NM MainStreet, NM Arts and NM Historic Preservation Division on the intersections between the arts, cultural economy, preservation, and revitalization.
- Provide Technical Assistance to develop the creative and cultural economies in MainStreet, Arts & Cultural Districts, and Project-Based Initiatives.
- Provide Technical Assistance for development, visioning, policy, planning and implementation for arts and arts supportive businesses, cultural entrepreneurs, creative enterprises and industries in MainStreet Districts, Arts & Cultural Districts, and/or Frontier Community projects.
- Planning based services: The Creative Economy Contractor will evaluate the need for the following plans based on the scope of the Creative Enterprise or Industry.
 - Cultural Economic Development Plan
 - Arts & Cultural District Planning
 - Cultural Facility Planning
 - Operations Plan; Scheduling Plans; and Business Plans
 - Business Development Plans for adaptive reuse of properties being proposed for a Creative Enterprise or Industry.
- Financing Services for Creative Enterprises:
 - Loan and Grant Programs
 - Social and Impact Investments
 - Crowdfunding (donation-based and for-profit)
 - State and Local LEDA Funds: Contractor will work in collaboration with the NM Economic Development Department's Community, Business, and Rural Development Team to:
 - Provide MainStreet organizations and their municipality with review and assistance in updating their Local Economic Development Act (LEDA) to include retail and cultural facilities as "qualifying entities" and claw-back provisions.
 - Help local MainStreet organizations and the municipality update their LEDA Economic Development Plan to include priority projects from the municipally adopted Arts & Cultural District (ACD) Cultural Economic Development Plan and/or the municipally adopted Master/Metropolitan Redevelopment Area (MRA) Plan.
 - Work with the MainStreet Director to coordinate activities and resources with the Economic Development Department's (EDD) Financial Team, prepare the municipality and the stakeholder organization with the necessary due diligence and paperwork to meet EDD benchmarks for financing creative economy business development projects.
- Work with selected communities, local MainStreet organizations, and public officials to create and implement an environment within a district that encourages, supports, and

engages the local government to create an entrepreneurial environment that results in new creative economy businesses and industries.

- This would include regulatory relief, and incentives to potential properties for renovation and incentives for expanding or creating new businesses.
 - Working with the local governing body, the local MainStreet or ACD organization, and NMMS Property Redevelopment Revitalization Specialist to match up existing commercial property that could be the site for local start-up investment for a creative enterprise or industry and help facilitate with all parties' potential relationships between entrepreneur and commercial property owner.
 - Working with local MainStreet or ACD or Project-Based Initiative projects to develop a potential list of creative enterprises and or industries based on the community's assets, creative and cultural economy sectors, and potential for expansion or development.
 - Follow up work would include the development and implementation a plan that outlines the tools and steps needed to support local cultural entrepreneurs and their enterprises.
 - Target communities may be "Great Blocks on MainStreet" designated communities or other NMMS designated communities immediately adjacent to where a recent major Public Infrastructure Investment has been made.
- **STATE COORDINATING PROGRAM SUPPORT (NMMS):** Creative Economy contractor will collaborate with NMMS staff and program associates to plan, coordinate, schedule, and publicize program activities. This may include:
 - Team meetings, planning sessions, and/or Quarterly Networking Meetings
 - Providing content for publications, workshops, and website content
 - When relevant, serving as creative economy resource on application outreach, review, and selection processes, as well as onsite readiness assessments and resource teams for new programs.
 - Other state program duties as assigned by the NMMS Director
 - **COMMUNICATIONS:**
 - Contribute pertinent organization information to the New Mexico MainStreet's social media including its reports, e-newsletter, Facebook, websites, blog, and twitter accounts.
 - File in-field service reports with outcomes from site visits.
 - **NETWORKS and PARTNERSHIPS:**
 - Maintain a network of partnerships and collaborations that assist the work of New Mexico MainStreet and its local affiliates.
 - Such networks and partnerships may include but are not limited to:
 - Council Of Governments
 - Statewide non-profit support organizations.
 - Statewide Foundations and granting agencies supporting non-profit capacity building, leadership, and operations

- National Foundations and granting agencies supporting non-profit capacity building, leadership development and operations.
- Creative economy organizations, regional partnerships, and educational initiatives.

General Requirements of Contractor:

- Demonstrated ability to work in the diverse communities of New Mexico.
- Contractor will exercise considerable independent judgement, discretion and decision making. Work is performed independent of Agency day-to-day supervision.
- Must be available for extensive, regular statewide travel throughout the year, including overnight and weekend travel, to deliver on-site services and trainings. Contractor must provide vehicle for travel to on-site work in communities. Average annual mileage is estimated at between 15,000 and 20,000 miles.
- Must be available to schedule and fulfill Program or Initiative Service Requests to the community within an appropriate timeframe.
- Must have his or her own work office with complete electronic equipment, software, and phone. Contractor must have email and phone connectivity while on required statewide travel. All resources necessary for the satisfactory implementation of the services requested by affiliates are the responsibility of the Contractor with the concurrence of the Department.
- The contract awarded will be inclusive of all expenses including, but not limited to, office supplies, printing, office equipment, communications equipment, training expenses and travel. Contract is inclusive of all applicable state and federal taxes.
- The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the NMMS Director.
- When applicable, the Contractor is responsible for working with the state’s Historic Preservation Division of the Department of Cultural Affairs from the beginning of a project, to ensure all design, planning, permitting, licensing and construction conform to appropriate, corresponding state and federal statutes guiding historic and cultural properties and state and nationally registered historic districts.
- When applicable, the Contractor is responsible for working with the state of New Mexico’s Department of Transportation from the beginning of a project to ensure all design, engineering, planning, permitting, licensing and construction conform to federal “Context Sensitive Design Solutions,” the NMDOT 2040 plan, the “Dark Skies” and appropriate, corresponding state and federal statutes and policy.
- The Contractor shall disclose any financial interests, partnerships, or property ownership within a project area where the consultant is providing services to a client. The Contractor will disclose any financial interests, partnerships, or property ownership, in a service area that might personally benefit said consultant. The Department shall determine if there is a conflict of interest based on the disclosure.
- The Contractor shall disclose the offer of a hire as a sub-contractor for a third-party contract to do work within an NMMS Program or Initiative. The Department shall determine if there is a conflict of interest based on the disclosure.
- The Contractor, as requested to the Department by the local Program or Initiative, may be assigned to support the client to build local capacity to develop an advocacy role for its projects. However, the Contractor may not contract with any entity, public or private,

governmental non-profit or private business or property owner to represent or advocate for the interests and/or advocate on behalf of any entity to secure finance or support for that entity.

- The MainStreet program is comprehensive, interdisciplinary, asset-based community economic development. Resources and technical assistance require leveraging of delivery of those resources and services to maximize economic impact. Contractors will report on a regular basis work being accomplished on services requested by a local Program or Initiative to better plan, develop and tailor those services with NMMS Staff by community and project. Based on the scope of the service requested by a community, the project or activity requested may require multiple Contractors and/or Staff to meet the goals of implementing the service.
- Contractors will need to integrate that comprehensive approach across all “Four Points” for their delivery of services to meet a local Program or Initiatives’ annual work plan based on their Economic Transformation Strategies (ETS).
- Contractors should be familiar with the local ETS’s and other pertinent background information/research such as reports from the University of New Mexico’s Bureau of Business and Economic Research, the Design Planning and Assistance Center, an adopted Master/MRA Plan and applicable NMMS Resource Team reports.

Deliverables:

- Submit a Technical Assistance Service Report to NMMS within 48 hours of a MainStreet consult, service or technical assistance visit via NMEDD’s web-based “Salesforce” project management software. The report is integrated into a weekly report to the Department on MainStreet’s activities in the field.
- Submit regular invoicing (recommended twice a month) with technical assistance, services and activities on the form provided by the Economic Development Department.
- Submit a comprehensive report upon completion of a project, program or activity including, when appropriate, graphs, illustrations, conceptual design work, planning documents, photographs, and other graphic elements.
- Provide workshop evaluation materials to participants and ensure they are returned to New Mexico MainStreet office.
- Upload presentation training materials to the NMMS web site.
- As appropriate, draft and assemble assessment, documentation, research, and recommendation reports.
- As appropriate, based on the project, work collaboratively with NMMS staff and other contractors.

B. TECHNICAL SPECIFICATIONS

1. Mandatory Specifications

Individual Experience

- Offerors must submit a statement of relevant individual experience. The documentation must thoroughly describe how the offeror has supplied expertise for similar contracts and work related to the New Mexico MainStreet Program Creative Economy Revitalization Specialist.

- Offerors should include in their proposal documentation describing the extent of their relevant experience and expertise as a professional MainStreet Creative Economy Revitalization Specialist consultant in community economic development in downtowns and working with MainStreet organizations or similar non-profits.
- Offerors should include in their proposal documentation of the extent of their knowledge and experience regarding the following:
 1. Experience with rural and urban community economic development non-profits and municipal agencies doing downtown revitalization.
 2. Experience in asset-based creative economy development. This includes the following areas:
 - (a) Developing and implementing economic revitalization tools, resources, policy, and strategies that positively leverage local arts, cultural and heritage assets; and local skill base and other assets that enhance a locality or region's cultural economy, creative enterprises, and quality of life.
 - (b) Providing technical assistance in developing, visioning, planning and implementing arts and arts supportive businesses, cultural entrepreneurs, creative enterprises, and industries.
 - (c) Delivering planning-based services associated with creative economy development: Cultural Economic Development Plan; Arts & Cultural District Planning; Cultural Facility Planning; Creative Enterprise Business Development Plans.
 - (d) Providing project financing support for creative enterprises.
 - (e) Providing board, committee, and/or general creative economy development and MainStreet economic vitality training.
 3. Comprehensive community economic development and revitalization work such as the Main Street Approach™ and interdisciplinary work with other consultants.

Offerors should include in their proposal copies of appropriate professional certifications related to the field of the position.

Offerors should include in their proposals samples of work performed from previous clients.

2. Individual References

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

- a. Name of individual or company services were provided for
- b. Address of individual or company
- c. Name of contact person
- d. Telephone number of contact person
- e. Type of services provided and dates services were provided

C. BUSINESS SPECIFICATIONS

1. Offeror Staff Experience

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

1. Proposed staff members must have a minimum of two years of experience as a MainStreet Creative Economy Revitalization Specialist consultant with downtown or municipalities or community development or non-profit downtown organizations.

2. Proposed Staff References

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

Name of individual or company services were provided for

- a. Address of individual or company
- b. Name of contact person
- c. Telephone number of contact person
- d. Type of services provided and dates services were provided

2. Campaign Contribution Disclosure Form

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

3. 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.

4. Cost

Offerors agree to accept the agency's set fee for consulting services as stated below. For the purpose of preparing proposals, offerors are to assume that the work required in the first year of the contract may be equivalent to \$80,000.00. Hourly rates will be negotiated based on experience. This is not a guarantee, and the actual work required may ultimately yield more or less than this amount. Due to the State of New Mexico budgeting process, there can be no pre-determination concerning work required for subsequent years.

Offerors will be reimbursed for each on-site consult for lodging and food upon obtaining prior approval and submitting receipts with invoice. Contractor may bill for email and telephone consults based on proper documentation as stipulated by the Agency. Materials and supplies will be reimbursed upon prior approval and submitting receipts with invoice. Contractor shall be reimbursed for allowable mileage expenses pursuant to the Mileage and Per Diem Act, NMSA 1978 10-8-1 through 10-8-8, and any regulations applicable to it for in-state travel. Contractors based outside of New Mexico will not be reimbursed for travel to New Mexico. In-state applicants with a Resident Business Certificate will receive a 5% bonus in ranking points as the application is evaluated and ranked. New Mexico gross receipts taxes are excluded from the proposed maximum hourly rates, however they are included in the total contract amount. The New Mexico Gross Receipts Tax levied on the amounts payable under this agreement shall be paid by the Contractor. The Contractor is responsible for payment directly to the New Mexico Taxation and Revenue Department. Each item shall be billed separately on all invoices in a format provided to the consultant by the Agency.

Contractor, with prior written permission, may be reimbursed for miscellaneous expenses at 100% of invoice through this contract upon presentation of receipts with a request for reimbursement. Such expenses may include but are not limited to; blueprinting, photocopying and reproduction, photographs and miscellaneous supplies.

5. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident 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, along with the General Requirements, will be used in the evaluation of Offeror proposals.

	Factor	Points Available
1.	Demonstrated experience with rural and urban community economic development non-profits and municipal agencies doing downtown revitalization.	25
2.	Demonstrated experience in asset-based creative economy development. This includes the following areas:	
2a.	Developing and implementing economic revitalization tools, resources, policy, and strategies that positively leverage local arts, cultural and heritage assets; and local skill base and other assets that enhance a locality or region's cultural economy, creative enterprises, and quality of life.	25
2b.	Providing technical assistance in developing, visioning, planning, and implementing arts and arts supportive businesses, cultural entrepreneurs, creative enterprises, and industries.	25
2c.	Delivering planning-based services associated with creative economy development: Cultural Economic Development Plan; Arts & Cultural District Planning; Cultural Facility Planning; Creative Enterprise Business Development Plans.	25
2d.	Providing project financing support for creative enterprises.	20
2e.	Providing board, committee, and/or general creative economy development and MainStreet economic vitality training.	10
3.	Integration of comprehensive revitalization work such as the Main Street Approach™ and demonstration of interdisciplinary work with other consultants.	10
4.	Individual references and related professional licenses, certificates of training and degrees.	10
	Total Points Available	150

B. EVALUATION FACTORS

1. Letter of Transmittal

Pass/Fail only. No points assigned.

2. Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned.

3. New Mexico Preferences

A. 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.

B. New Mexico Resident Veterans 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 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

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

MainStreet Creative Economy Revitalization Specialist
EDD-NMMS-2023-1

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 3:00 pm MDT, May 3, 2022. 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 C.

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: Julie Blanke

E-mail: Julie.blanke@state.nm.us

Subject Line: MainStreet Creative Economy Revitalization Specialist
RFP# EDD-NMMS-2023-1

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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) if any: _____
(Completed by State Agency or Local Public Body)

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

Economic Development Department PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Economic Development Department, hereinafter referred to as the “Agency,” and NAME OF CONTRACTOR, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

1. Scope of Work.

The Contractor shall perform the following work:

Introduction:

The Economic Development Department hires on-call professional Contractors for the New Mexico MainStreet Program (NMMS) to fulfill its responsibilities for delivery of services and trainings in asset-based community economic development to its partner Programs and Project Based Initiative clients. The requirement of NMMS to provide resources, services and trainings as proscribed by Main Street America and National Main Street Center, Inc. (NMSC) are derived from the New Mexico MainStreet Act (1984), through the Department’s licensing and accrediting agreements with NMSC and through the goals, policies and protocols established by the Economic Development Department.

Contract services are provided based on the professional needs identified in a NMMS Service Request Form submitted from local Programs or Initiatives to the Department. Consideration of local requests are tied to the local stakeholders’ annual implementation plan. Contractors are assigned to work with the local Program or Initiative partner to provide training and workshops to strengthen, transfer knowledge, skills, and the delivery of professional expertise to local leaders and task groups. All the Programs and Initiatives under the NMMS umbrella include capacity building for local leaders to assist the Program or Initiative in the implementation of projects, events, activities, and programs of the local stakeholder group.

New Mexico MainStreet is an umbrella program administering, managing, and orchestrating resources, services, and trainings to partner community-based economic development organizations focused on traditional and/or historic commercial districts. These programs include: New Mexico MainStreet (created by state statute in 1984), New Mexico Arts & Cultural Districts (created by state statute in 2007), Frontier Communities and Native American Communities Initiative (amended to the 1984 MainStreet act in 2013), the Urban Neighborhood Commercial

Corridors Initiative (UNCC), New Mexico Historic Theaters Initiative, and other programs as assigned by the Department (see each Program or Initiative background information below).

The Programs and Initiatives administered by New Mexico MainStreet are accomplished locally through public-private partnerships. Local stakeholders collaborate with their primary local governing body (Municipality, County, Tribal Government, Land Grant) and New Mexico MainStreet (representing the state) to establish a common vision, goals, and work plans.

New Mexico MainStreet is committed to positive economic transformation within a Program or Initiatives' service area that results in property redevelopment, business revitalization and a vibrant quality of life for residents and visitors. NMMS has adopted three "Economic Transformation Strategies" which Staff and Revitalization Specialists use to guide their statewide work to meet these objectives.

1. Build Capacity for Local Economic Revitalization and Re-development Efforts

Develop local leadership and capacity to implement projects and initiatives that accelerate community appropriate economic growth and revitalization through the Main Street Approach™.

2. Enhance the Entrepreneurial and Creative Economy

Building on the existing commercial base, arts, culture, advanced technology, and creative assets in New Mexico MainStreet communities, strive to strengthen and support entrepreneurial and creative endeavors through assessment, education, planning, and collaboration.

3. Create Thriving Places in New Mexico

Develop strategies, tools and techniques and implement them with local partners to transform our downtowns, squares, and villages into community assets where their greatest economic potential and realization can occur. This includes great public spaces, buildings, streets, and pedestrian areas, increasing economic viability through revitalization resulting in places to live and work that enhance people's health, happiness, and well-being.

New Mexico MainStreet Program delivery is holistic using an inter-disciplinary approach to asset-based community economic development and revitalization that contributes to the vitality and vibrancy of the local economy. Successful revitalization requires a comprehensive approach that includes organizational development, promotion and marketing, economic development, business development, financial development, creative economy, urban design, landscape architecture, historic preservation, and architectural design. NMMS provides services through its Staff and Contractors, to develop capacity assisting local affiliates to successfully implement projects and activities.

Brief Synopsis of Programs and Project Based Initiatives:

New Mexico MainStreet Program

New Mexico MainStreet (NMMS) is a designated "Main Street America" State Coordinating Program. Main Street America (MSA) is a program of the nonprofit National Main Street Center,

Inc., a subsidiary of the National Trust for Historic Preservation. NMMS is a program of the New Mexico Economic Development Department that is licensed and accredited annually to administer the MSA/NMSC's *Main Street Approach*[™] to downtown revitalization. It does this through the development of "Economic Transformation Strategies" that are implemented through comprehensive work in four broad areas known as the *Four Points: Economic Vitality, Design, Promotion, and Organization*. There are currently 45 other licensed and accredited Coordinating Main Street programs nationally.

The New Mexico MainStreet Program was created by state statute in 1984. All local affiliates must forge a public-private partnership for the revitalization of a historic and traditional commercial neighborhood, plaza, town center or downtown. NMMS assists the local stakeholder group in creating a non-profit community economic development organization to work in partnership with its local governing body, raise funds for full-time staff and implement the Main Street Approach[™]. NMMS, in consideration of financial resources established annually through the New Mexico State Legislature, provides resources and ongoing technical assistance in the Four Points to designated MainStreet communities (inclusive of the local government partner, local MainStreet organization, and businesses/property owners within the MainStreet district).

Frontier and Native American Communities Initiative

The MainStreet Act was amended in 2013 by the State Legislature to establish the Frontier and Native American Communities Initiative administered by NMMS to provide project-based community economic development support for communities under 15,000 in population that may currently not have the capacity or resources to start or operate a full-fledged MainStreet Program. The 12 to 18-month affiliation with NMMS through the Frontier Initiative focuses on one economic development project within a traditional or historic village or town center. The Initiative is not open to communities which already have a MainStreet or Arts & Cultural District. The program focuses not only on the proposed project, but it also seeks to renew and build leadership in community economic development. It does require a group of stakeholders working in partnership with a local governing body. However, it does not require a non-profit Board and paid staff as in the MainStreet Program. Funding permitting, seven to eight new communities are selected annually to receive Frontier Initiative services.

Urban Neighborhood Commercial Corridors Initiative

The UNCC Initiative is a new pilot program of the New Mexico Economic Development Department's MainStreet program aimed at providing project-based community economic development support to urban neighborhood commercial corridors located in cities with more than 50,000 in population that may currently not have the capacity or resources to start or operate a full-fledged MainStreet Program. Selected communities will receive NMMS professional services and technical assistance to implement and complete the proposed project within 12 to 18-months.

New Mexico Arts & Cultural Districts

New Mexico is one of the first states to adopt a state Arts & Cultural Districts (ACD) program in 2007. With its diverse and rich cultural and arts traditions, New Mexico is a solid fit in utilizing cultural and creative economy strategies to enhance local economies. The Arts & Cultural Districts state statute provides a framework for the "State-Authorization" or "Self-Designation" of

such districts. State-Authorized Arts & Cultural District designations are attached to a local MainStreet organization designated by New Mexico MainStreet as an Accredited or Affiliate Main Street America program. Operating under the local MainStreet organization's structure Arts & Cultural Districts are administered by an ACD Coordinating Council that is responsible for developing and implementing Creative Economy projects and activities in the Arts & Cultural District. The ACD Coordinating Council is comprised of Arts, Cultural, Historic Preservation, and Revitalization organizations and institutions dedicating resources to the growth of the cultural or creative economy within the ACD District. The ACD Coordinating Council develops comprehensive strategies to meet its goals, Cultural Planning and Development, Physical Planning and Development, Capacity and Sustainability, and Branding and Marketing.

The New Mexico MainStreet Director is also the ACD State Coordinator responsible for implementing the program and providing resources and technical assistance, however, local Arts & Cultural Districts are State-Authorized through the New Mexico Arts Commission in the Department of Cultural Affairs. A State Council for the ACD program is comprised of the New Mexico MainStreet Director (EDD), the Director of New Mexico Arts Division (DCA), the Historic Preservation Division (DCA) and the Tourism Department.

Historic Theaters Initiative

The New Mexico Historic Theaters Initiative is part of an ongoing statewide effort led by the Economic Development Department and New Mexico MainStreet that provides resources and technical assistance to support and rehabilitate historic theaters, install new digital projection and sound equipment, and improve theater performance. Established by the Department in 2010, the original goal was to prevent the states historic movie houses from going dark. With the national film industry moving from film to digital media, many communities could not afford the expensive equipment required to show digital movies. Capital Outlay funding has been awarded to qualifying historic theaters to support the rehabilitation costs of the fixed assets of these publicly owned cultural facilities. To date, the Department has supported nine of these renovations financially.

More information on each of these programs can be found on the web site, www.nmmainstreet.org. Policies and guidelines for each program can be found under "Resources" on that web site.

Contractor Qualifications/Services to be Provided:

Economic Vitality within the context of the Main Street Approach™ focuses on capital, incentives, and other economic and financial tools to assist new and existing businesses, catalyze property development, and create a supportive environment for entrepreneurs and innovators that drive local economies.

For New Mexico MainStreet, the Creative Economy is comprised of entrepreneurs, enterprises, and industries that engage intersections of commerce, creativity, innovation, and culture. It includes those who produce creative products, those who turn creations into commercial products, those who distribute or market them, those who support creative endeavors and the spaces they live and work in.

The MainStreet State Coordinating program provides technical assistance, resources, and training to local MainStreet organizations, Arts & Cultural Districts, Frontier & Native American Communities, and Urban Neighborhood Commercial Corridor projects to help diversify their local economy and revive their downtowns through asset-based creative economy development. This refers to a comprehensive and innovative strategy to positively leverage local arts, cultural and heritage assets; local skill base and other assets to enhance a locality or region's cultural economy, creative enterprises, and quality of life. Local assets may be tangible, such as infrastructure, buildings, landscapes, agriculture, and people, or more intangible, such as climate, social and cultural networks, financing, and educational potential. The creative and cultural economy often adapts the internet, computer and advanced technologies, evolving business to changing market demand, which leads to new job creation, start-up and adaptive businesses, and wealth in a locality resulting in an entrepreneurial environment conducive for cultural and creative industries and enterprises to grow.

NMMS requires a single dedicated contractor to serve as the Revitalization Specialist that will work with the State MainStreet Coordinating program and deliver onsite and remote technical assistance to designated local MainStreet programs, projects, and initiatives.

The Creative Economy Revitalization Specialist Contractor may be assigned to provide the following services when a Service Request is filed by a designated organization with the Economic Development Department's New Mexico MainStreet Program:

- As assigned assist the MainStreet Program, Arts & Cultural District State Coordinator, and ACD agency partners in the development and implementation of tools and resources that will establish New Mexico as an economic leader in Cultural and Creative economy development based on its competitive advantage with its arts, cultural and creative assets. These activities include:
 - Enhancing the quality of life and stimulating economic growth through fostering greater public access to public civic and cultural opportunities utilizing creative placemaking strategies that preserve and promote cultural assets, cultural diversity, and the cultural economy.
 - Working with NMMS Landscape Architect and Urban Planner Revitalization Specialist on utilizing creative placemaking to revitalize civic and public spaces.
 - Promoting community appropriate culture and heritage assets to further economic growth.
 - Supporting creative, arts and cultural economy projects, programs and organizations that demonstrate direct, identifiable, and measurable public benefit to citizens and visitors.
 - Establishing creative economy policy that increases public/private partnerships, which incentivize creative enterprises and industries including commercial building redevelopment and adaptive reuse.
 - Reducing barriers to creative economy business expansion and reinvestment.
 - Establishing policy that supports creative and cultural entrepreneurship and start-ups including financial support for entrepreneur mentorship programs and

- development of a pool of private and public sector funding for creative business expansion and new entrepreneurs.
 - Targeting public infrastructure investment to catalyze nodes of creative economy redevelopment.
- Assist NMMS Director and ACD State Coordinator with development of resources and programing for local Arts & Cultural Districts. This includes:
 - Development of networking meetings and training opportunities.
 - Distributing Annual ACD Survey, compiling results, and development of a corresponding Annual ACD Report required annually by State Statute for ACD's.
 - Working with NM MainStreet, NM Arts and NM Historic Preservation Division on the intersections between the arts, cultural economy, preservation, and revitalization.
- Provide Technical Assistance to develop the creative and cultural economies in MainStreet, Arts & Cultural Districts, and Project-Based Initiatives.
- Provide Technical Assistance for development, visioning, policy, planning and implementation for arts and arts supportive businesses, cultural entrepreneurs, creative enterprises and industries in MainStreet Districts, Arts & Cultural Districts, and/or Frontier Community projects.
- Planning based services: The Creative Economy Contractor will evaluate the need for the following plans based on the scope of the Creative Enterprise or Industry.
 - Cultural Economic Development Plan
 - Arts & Cultural District Planning
 - Cultural Facility Planning
 - Operations Plan; Scheduling Plans; and Business Plans
 - Business Development Plans for adaptive reuse of properties being proposed for a Creative Enterprise or Industry.
- Financing Services for Creative Enterprises:
 - Loan and Grant Programs
 - Social and Impact Investments
 - Crowdfunding (donation-based and for-profit)
 - State and Local LEDA Funds: Contractor will work in collaboration with the NM Economic Development Department's Community, Business, and Rural Development Team to:
 - Provide MainStreet organizations and their municipality with review and assistance in updating their Local Economic Development Act (LEDA) to include retail and cultural facilities as "qualifying entities" and claw-back provisions.
 - Help local MainStreet organizations and the municipality update their LEDA Economic Development Plan to include priority projects from the municipally adopted Arts & Cultural District (ACD) Cultural Economic

Development Plan and/or the municipally adopted Master/Metropolitan Redevelopment Area (MRA) Plan.

- Work with the MainStreet Director to coordinate activities and resources with the Economic Development Department's (EDD) Financial Team, prepare the municipality and the stakeholder organization with the necessary due diligence and paperwork to meet EDD benchmarks for financing creative economy business development projects.
- Work with selected communities, local MainStreet organizations, and public officials to create and implement an environment within a district that encourages, supports, and engages the local government to create an entrepreneurial environment that results in new creative economy businesses and industries.
 - This would include regulatory relief, and incentives to potential properties for renovation and incentives for expanding or creating new businesses.
 - Working with the local governing body, the local MainStreet or ACD organization, and NMMS Property Redevelopment Revitalization Specialist to match up existing commercial property that could be the site for local start-up investment for a creative enterprise or industry and help facilitate with all parties' potential relationships between entrepreneur and commercial property owner.
 - Working with local MainStreet or ACD or Project-Based Initiative projects to develop a potential list of creative enterprises and or industries based on the community's assets, creative and cultural economy sectors, and potential for expansion or development.
 - Follow up work would include the development and implementation a plan that outlines the tools and steps needed to support local cultural entrepreneurs and their enterprises.
 - Target communities may be "Great Blocks on MainStreet" designated communities or other NMMS designated communities immediately adjacent to where a recent major Public Infrastructure Investment has been made.
- **STATE COORDINATING PROGRAM SUPPORT (NMMS):** Creative Economy contractor will collaborate with NMMS staff and program associates to plan, coordinate, schedule, and publicize program activities. This may include:
 - Team meetings, planning sessions, and/or Quarterly Networking Meetings
 - Providing content for publications, workshops, and website content
 - When relevant, serving as creative economy resource on application outreach, review, and selection processes, as well as onsite readiness assessments and resource teams for new programs.
 - Other state program duties as assigned by the NMMS Director
- **COMMUNICATIONS:**
 - Contribute pertinent organization information to the New Mexico MainStreet's social media including its reports, e-newsletter, Facebook, websites, blog, and twitter accounts.
 - File in-field service reports with outcomes from site visits.

- **NETWORKS and PARTNERSHIPS:**
 - Maintain a network of partnerships and collaborations that assist the work of New Mexico MainStreet and its local affiliates.
 - Such networks and partnerships may include but are not limited to:
 - Council Of Governments
 - Statewide non-profit support organizations.
 - Statewide Foundations and granting agencies supporting non-profit capacity building, leadership, and operations
 - National Foundations and granting agencies supporting non-profit capacity building, leadership development and operations.
 - Creative economy organizations, regional partnerships, and educational initiatives.

General Requirements of Contractor:

- Demonstrated ability to work in the diverse communities of New Mexico.
- Contractor will exercise considerable independent judgement, discretion and decision making. Work is performed independent of Agency day-to-day supervision.
- Must be available for extensive, regular statewide travel throughout the year, including overnight and weekend travel, to deliver on-site services and trainings. Contractor must provide vehicle for travel to on-site work in communities. Average annual mileage is estimated at between 15,000 and 20,000 miles.
- Must be available to schedule and fulfill Program or Initiative Service Requests to the community within an appropriate timeframe.
- Must have his or her own work office with complete electronic equipment, software, and phone. Contractor must have email and phone connectivity while on required statewide travel. All resources necessary for the satisfactory implementation of the services requested by affiliates are the responsibility of the Contractor with the concurrence of the Department.
- The contract awarded will be inclusive of all expenses including, but not limited to, office supplies, printing, office equipment, communications equipment, training expenses and travel. Contract is inclusive of all applicable state and federal taxes.
- The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the NMMS Director.
- When applicable, the Contractor is responsible for working with the state's Historic Preservation Division of the Department of Cultural Affairs from the beginning of a project, to ensure all design, planning, permitting, licensing and construction conform to appropriate, corresponding state and federal statutes guiding historic and cultural properties and state and nationally registered historic districts.
- When applicable, the Contractor is responsible for working with the state of New Mexico's Department of Transportation from the beginning of a project to ensure all design, engineering, planning, permitting, licensing and construction conform to federal "Context Sensitive Design Solutions," the NMDOT 2040 plan, the "Dark Skies" and appropriate, corresponding state and federal statutes and policy.
- The Contractor shall disclose any financial interests, partnerships, or property ownership within a project area where the consultant is providing services to a client. The Contractor

will disclose any financial interests, partnerships, or property ownership, in a service area that might personally benefit said consultant. The Department shall determine if there is a conflict of interest based on the disclosure.

- The Contractor shall disclose the offer of a hire as a sub-contractor for a third-party contract to do work within an NMMS Program or Initiative. The Department shall determine if there is a conflict of interest based on the disclosure.
- The Contractor, as requested to the Department by the local Program or Initiative, may be assigned to support the client to build local capacity to develop an advocacy role for its projects. However, the Contractor may not contract with any entity, public or private, governmental non-profit or private business or property owner to represent or advocate for the interests and/or advocate on behalf of any entity to secure finance or support for that entity.
- The MainStreet program is comprehensive, interdisciplinary, asset-based community economic development. Resources and technical assistance require leveraging of delivery of those resources and services to maximize economic impact. Contractors will report on a regular basis work being accomplished on services requested by a local Program or Initiative to better plan, develop and tailor those services with NMMS Staff by community and project. Based on the scope of the service requested by a community, the project or activity requested may require multiple Contractors and/or Staff to meet the goals of implementing the service.
- Contractors will need to integrate that comprehensive approach across all “Four Points” for their delivery of services to meet a local Program or Initiatives’ annual work plan based on their Economic Transformation Strategies (ETS).
- Contractors should be familiar with the local ETS’s and other pertinent background information/research such as reports from the University of New Mexico’s Bureau of Business and Economic Research, the Design Planning and Assistance Center, an adopted Master/MRA Plan and applicable NMMS Resource Team reports.

Deliverables:

- Submit a Technical Assistance Service Report to NMMS within 48 hours of a MainStreet consult, service or technical assistance visit via NMEDD’s web-based “Salesforce” project management software. The report is integrated into a weekly report to the Department on MainStreet’s activities in the field.
- Submit regular invoicing (recommended twice a month) with technical assistance, services and activities on the form provided by the Economic Development Department.
- Submit a comprehensive report upon completion of a project, program or activity including, when appropriate, graphs, illustrations, conceptual design work, planning documents, photographs, and other graphic elements.
- Provide workshop evaluation materials to participants and ensure they are returned to New Mexico MainStreet office.
- Upload presentation training materials to the NMMS web site.
- As appropriate, draft and assemble assessment, documentation, research, and recommendation reports.
- As appropriate, based on the project, work collaboratively with NMMS staff and other contractors.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$_____ such compensation not to exceed. \$_____ excluding gross receipts tax. The Agency shall pay to the Contractor in full payment for service satisfactorily performed at the rate of \$____ per hour as the Creative Economy Revitalization Specialist. The Agency shall pay to the Contractor in full payment of administrative services rendered at the rate of \$_____ per hour. The Agency shall reimburse the Contractor for allowable mileage expenses pursuant to the Mileage and Per Diem Act, NMSA 1978 10-8-1 through 10-8-8, and any regulations applicable to it, and actual expenses for in-state travel, hotel, and meals. Contractors based outside of New Mexico will not be reimbursed for travel to New Mexico. Out-of-state travel expenses must be pre-approved. Travel time to a site requiring technical services shall be reimbursed at \$_____ per hour. 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 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 those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on June 30, 2023 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. **Termination.**

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

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

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

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the 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 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 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 Paragraph 5, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the 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 AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

D. **Termination Management.** Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and

shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. 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.

9. Release.

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the 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 Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that

Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

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

13. Amendment.

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

B. If the 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 Article 4 herein, or to agree to the reduced funding.

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees 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.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

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

To the Agency:

Julie Blanke

Economic Development Department

New Mexico MainStreet Program

Joseph M. Montoya Building

PO Box 20003

Santa Fe, NM 87504-5003

Julie.blanke@state.nm.us

To the Contractor:

5. Authority.

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

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

By: _____
Agency

Date: _____

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

Date: _____

By: _____
Agency's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

By: _____
Contract Monitor

Date: _____

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

ID Number:

By: _____
Taxation and Revenue Department

Date: _____

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: _____
GSD/SPD Contracts Review Bureau

Date: _____

