

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Integrated Marketing Media (IMM)**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

**WHEREAS**, the Contractor does hereby accept its designation as professional service, rendering services related to telemarketing services for the City, as set forth in this Agreement; and

**WHEREAS**, it is agreed by, the parties that the performance of the professional services is for a period of four years, as directed by the City.

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. Scope of Work.**

A. The Contractor shall perform the following work:

- 1) The Contractor will be able to increase the number of qualified leads and definite bookings for TOURISM Santa Fe.
- 2) Contractor will actively solicit group business from the market segments listed below; be in digitally, direct mail or telemarketing.
  - a. The Contractor has a database or access to but in not limited to the following market segments.
  - b. SMERF Special Markets (includes student & youth travel and sports organizations (SMM&E).
  - c. 3<sup>rd</sup> party planners/independent planners (independent advantage program).
  - d. Livestock, Farming & Agriculture.

- e. Medical Association & CME.
- f. National & Regional Association (Qualified Planner Program).

- 3) Contractor will establish a telemarketing campaign targeting to the above market segments and geographical markets.
- 4) Contractor will establish e-campaigns designed to target specific market segments and markets.
- 5) Contractor will provide weekly, monthly and quarterly reports to TOURISM Santa Fe.
- 6) Contractor will outline how our success will be measured and define TOURISM Santa Fe's expectations.
- 7) TOURISM Santa Fe will be able to build and group a working database of all solicited and potential group business.

**2. Standard of Performance; Licenses.**

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

**3. Compensation.**

A. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed **Forty-Nine Thousand Dollars, (\$49,000)** for the term of this Agreement.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate as followed:

|                |             |
|----------------|-------------|
| FY23 (partial) | \$3,062.50  |
| FY24           | \$12,250.00 |
| FY25           | \$12,250.00 |
| FY26           | \$12,250.00 |
| FY27 (partial) | \$9,187.50  |

B. Payment in future fiscal years 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 City. All invoices **MUST BE** received by the City 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 City 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 City 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 City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **March 31, 2027** unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. **Termination Management.** Immediately upon receipt by either the City 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 City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City 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 City upon termination and shall be submitted to the City as soon as practicable.

6. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City 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 City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. **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 City.

9. **Subcontracting.**

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

10. **Release.**

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

11. **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 City.

12. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City 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.

**13. 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.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City 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 City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

**14. 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 City 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.

**15. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this

Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

**16. Penalties for violation of law.**

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

**17. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, 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.

**18. 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, sec. 38-3-2 . 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.

**19. 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 City.

**20. Professional Liability Insurance.**

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

**21. Other Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

**22. 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 City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

**23. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City 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 City.

**24. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq.

NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**25. 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.

**26. 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.

**27. 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 City: Randy Randall, TSF Executive Director, 201 West Marcy St.,  
rrandall@santafenm.gov, 505-955-6209

To the Contractor: Walter B. Barnard, President, 7905 Alderwood Place Plano, Texas  
75025, wbarnard.imm@gmail.com, 469-230-6703

**28. 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.

**29. 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.

**30. Non-Collusion.**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

**31. Default/Breach.**

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

**32. Equitable Remedies.**

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

**33. Default and Force Majeure.**

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:  
Integrated Marketing Media (IMM)

John Blair  
John Blair (Mar 20, 2023 09:36 MDT)

Walter B. Barnard  
Walter B. Barnard (Feb 20, 2023 12:45 CST)

JOHN BLAIR, CITY MANAGER

WALTER B. BARNARD, PRESIDENT

DATE: Mar 20, 2023

DATE: 2-20-2023

CRS#03-367035008

Registration #233338

ATTEST:

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Feb 17, 2023 11:35 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster  
Emily K. Oster (Mar 19, 2023 09:13 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org# VSF Admin., Other Consulting/2130521.510340 AH  
AH





**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** INTEGRATED MARKETING MEDIA  
DBA: INTEGRATED MARKETING  
MEDIA

**Business Location:** 7905 ALDERWOOD PL  
PLANO, TX 75025

**Owner:** Walter Barnard

**License Number:** 233338

**Issued Date:** August 10, 2022

**Expiration Date:** August 10, 2023

**Description:** FOUR YEAR CONTRACT WITH CITY

**CRS Number:** 03367035008

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

INTEGRATED MARKETING MEDIA  
7905 ALDERWOOD PL  
PLANO, TX 75025

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**





# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3203881

Contractor: Integrated Media Marketing (IMM)

Description: Solicit Group Business for TOURISM Santa Fe

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 2023 Term End Date: 3/31/2027

Approved by Council Date: \_\_\_\_\_

**Contract / Lease:** Contract

Amendment # N/A to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

**Amendment is for:**

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)  
**New Agreement**

3. **Procurement History:** \_\_\_\_\_

*Andy Hopkins* \_\_\_\_\_ Mar 13, 2023  
Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Small purchase agreement. Quotes received.

4. **Funding Source:** VSF Admin, Other Consulting **Org / Object:** 2130521.510340

*Andy Hopkins* \_\_\_\_\_ Mar 10, 2023  
Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Shirley Spencer Phone # 6208

Email: sjspencer@santafenm.gov

To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

ITT Representative (attesting that all information is reviewed) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



# REQUEST FOR WAIVER OF INSURANCE

Date: 2/24/23 Division/department: TOURISM Santa Fe

Project manager: David Carr Phone: 6208

Requested for: Integrated Marketing Media (IMM)

- General liability
- Auto liability
- Professional liability
- Workers compensation (Mandatory unless sole proprietor)
- Other insurance

Scope of services: Solicit group business and establish telemarketing campaign  
(this campaign is reviewed and approved in advance by TSF)

Why the request for waiver: SOW presents low risk as the main service is to solicit business for TSF (cold calls). IMM will also establish a telemarketing campaign (pre-approved). No Driving is required for auto insurance and w/c is not required as they have no employees

### Division evaluation of risk:

What is the term and annual dollar amount of the contract: 4 years at \$12,250 annually

- Is our standard contract being used:  Yes  No
- Was the contractor asked if they carry insurance:  Yes  No
- Is there construction/demolition:  Yes  No
- Is there potential for bodily injury or property damage:  Yes  No
- Are crowds or children likely to be involved:  Yes  No
- Will the contractor be working on site in the City:  Yes  No
- Is the contractor a professional (licensed, certified):  Yes  No
- Will the City rely on information to make future decisions:  Yes  No
- Could poor, non-performance or the product cause loss:  Yes  No
- Office of Risk Management recommendation:  Yes  No

MELANIE LOVATO  
MELANIE LOVATO (Mar 7, 2023 14:06 MST)

Insurance Waiver Approved

Insurance Waiver Not Approved

John Blair  
John Blair (Mar 7, 2023 15:42 MST)

John W. Blair, City Manager

Date



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** March 8, 2023

**TO:** John W. Blair, City Manager

**VIA:** John Blair, City Manager  
Emily Oster, Finance Department Director  
Travis K. Dutton-Leyda, Chief Procurement Officer  
Richard D. Brown, Economic & Community Development Director *Richard Brown*

**FROM:** Randy Randall, TSF Executive Director   
Randy Randall (Mar 8, 2023 11:16 MST)

---

**ITEM AND ISSUE:**

Request for the Approval of professional agreement in the Total Amount of \$49,000 for the Solicitation of Group Business for TSF; Vendor: Integrated Marketing Media (IMM); TSF Staff: Randy Randall, [rrandall@santafenm.gov](mailto:rrandall@santafenm.gov), 505-9556208.

**BACKGROUND AND SUMMARY:**

The Contractor will be able to increase the numbers of qualified leads and definite bookings for TOURISM Santa Fe. IMM will actively solicit group business from the market through telemarketing campaign, e-campaigns, and create a database from this list of solicitations.

TSF has used this vendor in past years and have had successful listing.

**PROCUREMENT METHOD:**

The procurement method is 3 quotes.

**CONTRACT NUMBER:**

3203881

**FUNDING SOURCE:**

**Fund Name/Number:** LODTAXFND/ 213

**Munis Org Name/Number:** Visit Santa Fe - Admin/2130521

**Munis Object Name/Number:** Other Consulting/510340

**ACTION REQUESTED:**

TOURISM Santa Fe respectfully requests your review and approval.





# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Integrated Media Marketing (IMM)

Procurement Title: Solicitation of Group Market for TSF

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

Exempt  Request For Proposal (RFP)  Invitation To Bid (ITB)  Contract under 60K  Contract over 60K

Department Requesting TOURISM Santa Fe Staff Name Shirley Spencer

### Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Approved Procurement Checklist (by Purchasing)                                |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | State Price Agreement   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | RFP   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Evaluation Committee Report   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | ITB   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Bib Tab   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Quotes (3 valid current quotes)   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Cooperative Agreement   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form                                    |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Contractors Exempt Letter   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement                           |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | BAR   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | FIR   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Executed Contract, Agreement or Amendment                                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Current Business Registration and CRS numbers on contract or agreement        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Summary of Contracts and Agreements form                                      |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Certificate of Insurance  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | All documentation presented to Committees                                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Other: <i>Waiver - All Fraser.</i>  |

David Carr Director of Sales 3/8/23

Department Rep Printed Name (attesting that all information included) Title Date  
*Shirley Spencer* Contracts Supervisor Mar 13, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

ITT Representative (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



MEET DIFFERENT *in*  
THE CITY DIFFERENT

Q+1

From: walter barnard <[wbarnard.imm@gmail.com](mailto:wbarnard.imm@gmail.com)>

Sent: Friday, January 13, 2023 9:36 AM

To: CARR, DAVID A. <[dacarr@santafenm.gov](mailto:dacarr@santafenm.gov)>; CARR, DAVID A. <[dacarr@santafenm.gov](mailto:dacarr@santafenm.gov)>

Subject: Quarterly & Annual Outline/ /Confirm

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning David

Please find the original outline. The epostcard development part of this program will be one we keep on top of for this year.

Please reach out with any immediate questions. Walt

PS I will send the current master files for staff. We can continue building data and making calls starting next week.

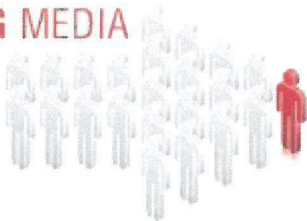
## 12 Month IMM/Meetings Marketing to Sales Program Tourism Santa Fe C&VB

- 1) IMM will design and distribute **4** new quarterly custom epostcards highlighting Tourism Santa Fe for small and large group meetings. Markets include: SMERF Special Markets, Medical & Healthcare (CME), 3<sup>rd</sup> party planners, National Associations, Lone Star Planner, Livestock & Agriculture and the Qualified Planner.
- 2) IMM will contact **50** organizations quarterly for each sales person with this program. IMM will match select market criteria as to their interest in Santa Fe for their meetings and events. IMM will include all site selection decision makers...executive directors, member service and planners in your reports.
- 3) IMM will build and maintain your **600** name database for use of the Santa Fe C&VB at any time. IMM will not be increasing its annual cost.

**12 Month Net Cost: \$ 12,250 Quarterly billing: \$ 3,062.**

# INTEGRATED MARKETING MEDIA


Exclusive, Accurate &  
Personalized  
Lead Generation  
Solutions



## Walter B. Barnard, President

7905 Alderwood Place  
Plano, Texas 75025  
469-230-6703





# Digital Only \$15K

Q1 2

Demand Generation Package: \$8600 (Value \$9000)

Imp's 80K

- Homepage 300x250
- Remarketing
- Exclusive targeted eblast
- Regional Newsletter Takeover
- Social Media – Organic post (Facebook, LinkedIn & Twitter)

Lead Gen Survey \$6400 (Value \$6900)

Targeted 5K Opt-in list

- 6 questions on dedicated landing
- Customized to showcase your brand features same 6 questions on dedicated landing page
- Survey served to Planning Professionals via Facebook & Instagram

Total: \$15,000 (Value = \$15,900) *monthly*





# MEDIA PROPOSAL

- For Santa Fe
- Meet Smart Campaign
- By Scott Flanagan
- 415.339.9355 ext. 45
- [scott@smartmeetings.com](mailto:scott@smartmeetings.com)







# TABLE OF CONTENTS

## Why Smart Meetings?

- Digital & Magazine 30K
- Digital & Magazine 24K
- Demand Generation
- Programmatic
- Testimonials
- Thank You & Next Steps



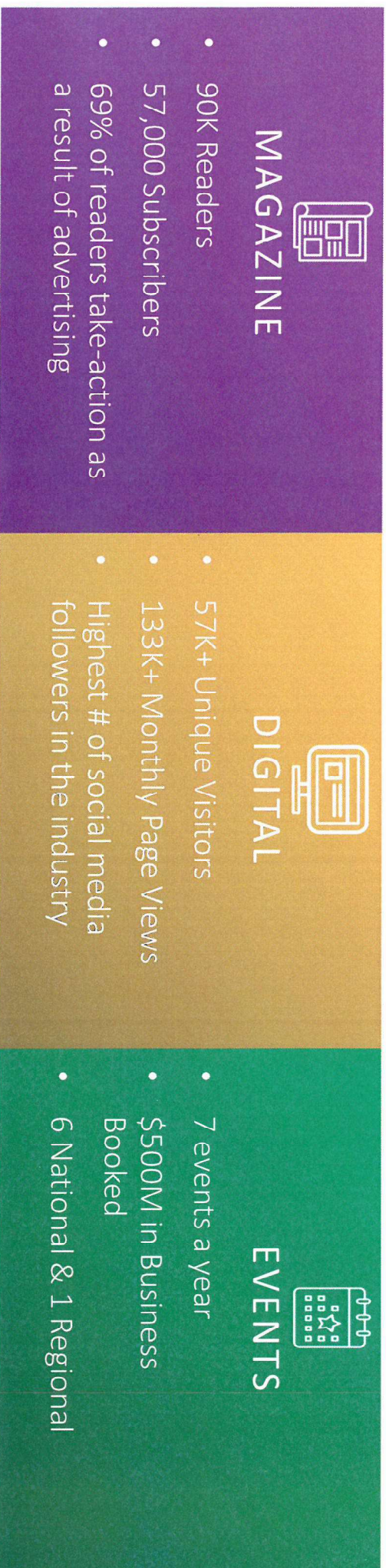


# SMART MEETINGS

For over 20 years, Smart Meetings has been the leading meetings industry publisher and voice of inspiration for meeting planner professionals. Publishing cutting-edge monthly content in print and digital magazines, hosting world-class networking events, producing CEU-accredited webinars, and offering a myriad of digital resources that will drive group business in 2023.

## Our Planners By the Numbers:

|  |                       |                                 |                                    |  |
|--|-----------------------|---------------------------------|------------------------------------|--|
| <b>51%</b>   | <b>15%</b>            | <b>12%</b>                      | <b>12%</b>                         | <b>87%</b>                                       |
| Meeting & Event Planners / Convention & Conference | Executive VP/Director | Office Personal / Other Manager | Chairman / CEO / Owner / President | Involved in selection of hotels and destinations |





# Digital & Magazine \$30K

## Magazine

2 full pages: \$14,000

## Digital

Demand Generation Package: \$7500 (Value \$9000)

Imp's 80K

- Homepage 300x250
- Remarketing
- Exclusive targeted eblast
- Regional Newsletter Takeover
- Social Media – Organic post (Facebook, LinkedIn & Twitter)

Lead Gen Survey \$6100 (Value \$6900)

Targeted 5K Opt-in list

- 6 questions on dedicated landing
- Customized to showcase your brand features same 6 questions on dedicated landing page
- Survey served to Planning Professionals via Facebook & Instagram

Targeted eBlast up 5K \$2250 (Value \$3750)

- 620x1400 image types( Gif or JPG) file size
- (100KB Max) HTML
- Use inline CSS

Total: \$29,850 (Value = \$42,410)



# Digital & Magazine \$24K

## Magazine

2 ½ pages: \$10k

## Digital

Demand Generation Package: \$7500 (Value \$9000)

Imp's 80K

- Homepage 300x250
- Remarketing
- Exclusive targeted eblast
- Regional Newsletter Takeover
- Social Media – Organic post (Facebook, LinkedIn & Twitter)

Lead Gen Survey \$6100 (Value \$6900)

Targeted 5K Opt-in list

- 6 questions on dedicated landing
- Customized to showcase your brand features same 6 questions on dedicated landing page
- Survey served to Planning Professionals via Facebook & Instagram

Total: \$23,600 (Value = \$32,176)

monthly



# ●●● DIGITAL - PROGRAMMATIC

**The Power of the Right message, to the Right person, at the Right time, to get the Right results!**

Programmatic advertising uses merging technology to bid for digital advertising inventory in real-time for ad placement through up to 25 ad networks outside of the Google network.

**Benefits of Programmatic Advertising:**

- **Santa Fe** Be seen where your competitors are not
- Highly targeted ad placements

3 months Programs

**Santa Fe:** 30K imp's \$5400 (Value \$6400)

Ads Size: 300x50, 300x250, 320x50, 160x600, 728x90

**Audience Targeting**

- Geographic location
- Places prospective customers visit (ie. Competitor's place of business)
- Demographics
- Keywords Searches
- Websites visited

**Targeting Tactics**

- Geo-Fencing – Virtual fence around a physical location, neighborhood, competitor, place of interest, or address
- Geo-Targeting – filters for demographic criteria
- Keywords Retargeting – keywords used in search engines
- Site Retargeting – delivering ads to websites they have visited

\* Impressions are guaranteed, and a comprehensive metrics report will follow once the campaign is complete

# TESTIMONIALS



**Tyler Orwig**

**Senior Director of Destination Sales**

*Visit San Antonio*

"Both Andrea and Troy attended different Smart Meetings 3-days experiences, and both were pleasantly surprised to meet with corporate planners that have a citywide business. Smart Meetings has done their job and served up amazing leads that we have not seen at other industry events; now it is up to us to bring them home to San Antonio



**David Carr**

**Director of Sales**

*Tourism Santa Fe*

"Smart Meetings has delivered again. We purchased a targeted survey/lead gen eBlast and they delivered quality results from planners across the country along with valuable information about their interest in our destination. We now have many leads in different stages of incubation that my sales team is working. Thank you, Smart Meetings."



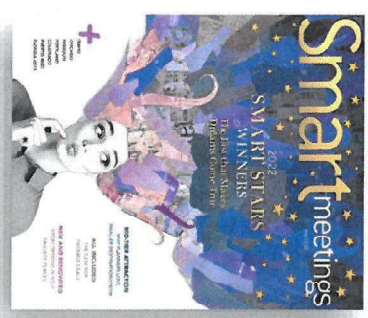
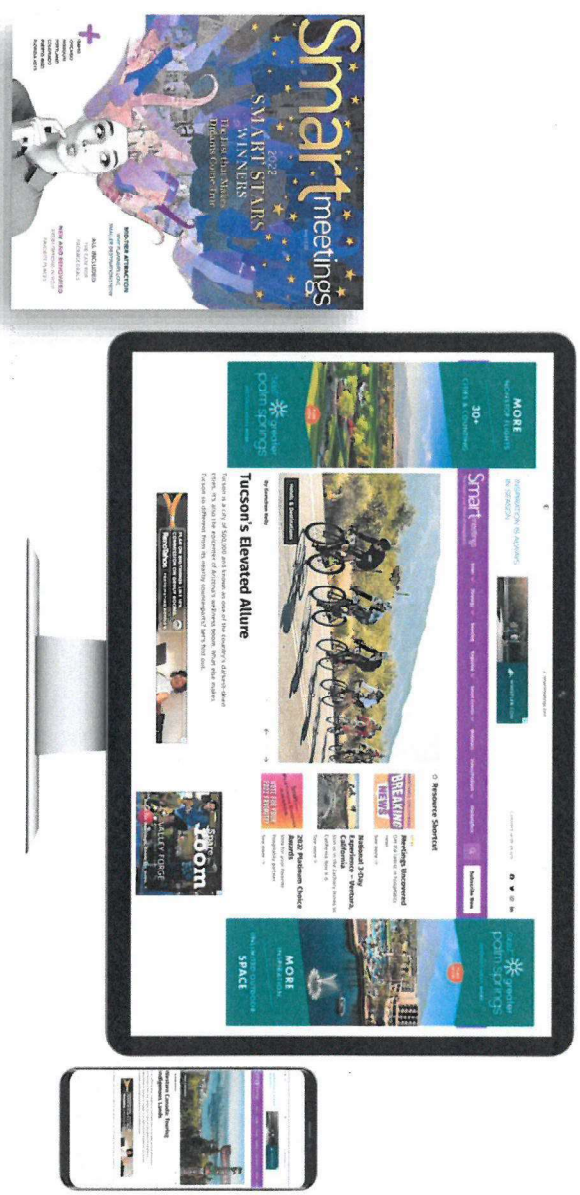
**Pepper Dombroski**

**Director of Sales**

*The Broadmoor*

"The event has a high ROI – we are in the process of contracting \$500K+ in new business and have developed over a dozen new prospects."





*Thank You*

Regional Sales Manager: Scott Flanagan  
415.339.9355 ext. 45 | [scott@smartmeetings.com](mailto:scott@smartmeetings.com)  
Let's plan a follow-up video conference or meeting

SMART MEETINGS MEDIA PROPOSAL | 2023



Connect

where  
**BUSINESS**  
gets done

Q43

## 2023 – Connect Lead Gen Opportunities

### Industry Pulse Survey

Gain insight into emerging industry trends and the most vexing needs of seasoned event professionals that only the Connect + BizBash audience can deliver through custom surveys, thoughtfully curated to provide answers to your pressing questions. BizBash editors work with you to develop the survey based on industry knowledge that would be relevant to your destination.

- Survey runs for 1 month
- Connect + BizBash to promote on all platforms, social media, email, website
- Expect approximately 200 responses – sometimes 300+ are delivered
- [Sample of Survey Promotion](#)

\$25,000 campaign

### Regional Lead Generation

As BizBash is fully integrated into the Connect portfolio, we're pooling our resources to give you direct access to your ideal clients. With a dynamic database of 50,000+ elite meeting planners, we have the tools necessary to deliver targeted, region-specific leads and give suppliers the background information they need to score major business.

- Santa Fe to determine three qualifying factors (such as size of group, month of meeting, and rooms on peak)
- Connect + BizBash to source database and pull meeting planner profiles who match stated criteria
- Campaign includes 100 region-specific meeting planner profiles including contact info, delivered to Santa Fe

\$15,000 campaign

monthly

Santa Fe

Connect



**From:** [LOVATO, JOANN D.](#)  
**To:** [SPENCER, SHIRLEY J.](#); [Purchasing DET](#)  
**Subject:** RE: IMM  
**Date:** Wednesday, February 1, 2023 10:50:26 AM  
**Attachments:** [image001.png](#)

---

Good morning,

Under NMSA 1978 13-1-52 I am making a determination of services. Based on NMSA 1978 13-1-76, this falls in line with a **Professional Service** and a PSC template should be used for the agreement. If the SOW should change, a new determination will be needed. Since the totality of this project is less than \$60,000, the following procurement method applies:

### **Procurements above \$20,000 and up to \$60,000**

For purchases of goods, services, professional service or construction above \$20,000 and up to \$60,000, not including gross receipts taxes, the Requesting Department shall obtain at least three (3) valid written quotes. If the Requesting Department is unable to obtain quotes, a justification from the vendors will be required. If the apparent low is not chosen, a justification memo is required to be attached to the requisition.

Please keep this e-mail as a part of your procurement file.

Thanks,

JoAnn D. Lovato  
Contracts Supervisor  
c: (505) 469-6045



**From:** SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>  
**Sent:** Wednesday, February 1, 2023 10:38 AM  
**To:** Purchasing DET <purchasing\_det@santafenm.gov>  
**Subject:** IMM

Hi JoAnne

We obtained 3 quotes for the services below. IMM came in as the lowest bid and would like to use them to do a 4 year contract for a total \$49,000 inclusive of Taxes - Quarterly installments of 3,062.50.

Do you need to make a determination for this since it is not an RFP nor ITB? If so, please do.....Thank you!

2. **Scope of Work**

- A. The Contractor shall perform the following work:
  - A. The Contractor will be able to increase the number of qualified leads and definite bookings for Tourism Santa Fe.
  - B. Contractor will actively solicit group business from the market segments listed below; be in digitally, direct mail or telemarketing.
    - 1. The Contractor has a database or access to but in not limited to the following market segments.
    - 2. SMERF Special Markets (includes student & youth travel and sports organizations (SMM&E)
    - 3. 3<sup>rd</sup> party planners/independent planners (independent advantage program)
    - 4. Livestock, Farming & Agriculture
    - 5. Medical Association & CME
    - 6. National & Regional Association(Qualified Planner program)
    - 7. Corporate (Qualified Planner program)
  - C. Contractor will establish a telemarketing campaign targeting to the above market segments and geographical markets.
  - D. Contractor will establish e-campaigns designed to targe specific market segments and markets
  - E. Contractor will provide weekly, monthly and quarterly reports to Tourism Santa Fe.
  - F. Contractor will outline how our success will be measured and define Tourism Santa Fe's expectations.
  - G. Tourism Santa Fe will be able to build and group a working database of all solicited and potential group business.












# 23-0120 Integrated Media Marketing

Final Audit Report

2023-03-20

|                 |  |
|-----------------|--|
| Created:        | 2023-03-16                                   |
| By:             | Xavier Vigil (xivigil@ci.santa-fe.nm.us)     |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAA4KVAZ_yX_m2eaPbZcxsHtF_x2HxpurwG |

## "23-0120 Integrated Media Marketing" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2023-03-16 - 7:57:25 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature  
2023-03-16 - 7:59:05 PM GMT
-  Email viewed by ekoster@santafenm.gov  
2023-03-18 - 11:41:56 PM GMT- IP address: 174.205.46.242
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster  
2023-03-19 - 3:13:11 PM GMT- IP address: 73.42.116.51
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)  
Signature Date: 2023-03-19 - 3:13:13 PM GMT - Time Source: server- IP address: 73.42.116.51
-  Document emailed to jwblair@santafenm.gov for signature  
2023-03-19 - 3:13:17 PM GMT
-  Email viewed by jwblair@santafenm.gov  
2023-03-20 - 3:34:06 PM GMT- IP address: 104.47.64.254
-  Signer jwblair@santafenm.gov entered name at signing as John Blair  
2023-03-20 - 3:36:35 PM GMT- IP address: 73.98.88.146
-  Document e-signed by John Blair (jwblair@santafenm.gov)  
Signature Date: 2023-03-20 - 3:36:37 PM GMT - Time Source: server- IP address: 73.98.88.146
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature  
2023-03-20 - 3:36:41 PM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)  
2023-03-20 - 5:24:55 PM GMT- IP address: 104.47.65.254



 Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-03-20 - 5:25:04 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2023-03-20 - 5:25:04 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.