

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
FIRESTIK STUDIO
FOR GRAPHIC DESIGN AND ADVERTISING
FOR SUSTAINABILITY CAMPAIGN**

THIS AGREEMENT is made and entered into this 8th day of January 2018 by and between SANTA FE COUNTY, hereinafter referred to as the "County" and **FIRESTIK STUDIO** whose principal address is **1012 Marquez Place, Unit 105B, Santa Fe, NM 87505** hereinafter referred to as the "Contractor".

WHEREAS, pursuant to 13-1-125 NMSA 1978, (Small Purchase) the County issued a Letter of Interest No. 2018-0170-PW/MAM for graphic design and advertising services; and

WHEREAS, the County requires the services of a contractor to provide creative development, graphic design, and targeted advertising to effectively promote sustainability related topics; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

1. SCOPE OF WORK

The Contractor shall provide, without limitation, the following services.

- A. The Contractor shall provide creative development, graphic design, and targeted advertising to effectively promote sustainability related topics.
- B. The Contractor shall develop a creative strategy to produce public awareness campaigns (recycling, solar power, etc.) in both English and Spanish, as needed for the the County Sustainability Division.
- C. Complete a graphic design for a solid waste reduction and/or recycling logo; recycling signs at solid waste convenience centers; print, electronic, and outdoor media advertisements; magnets, stickers; and informational handouts.
- D. Provide recommendations to reach target audiences defined by geographical and demographic conditions pertinent to the message of each sustainability campaign.

2. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in a written amendment to this Agreement.

3. COMPENSATION, INVOICING AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed at an hourly rate of \$125.00.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed \$50,000.00, exclusive of New Mexico gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 3) 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. The County will notify the Contractor 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.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the deliverables for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be **Santa Fe County Public Works Department, Sustainability Division, Neal Denton, (505) 992-9832** or such other individual as may be designated in the absence of the County representative.
- 2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.
- 3) Within 30 days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30

- 3) Within 30 days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date of last signature by the parties and shall terminate one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement on the same price, terms and conditions in one-year increments. In no event, shall the term of this Agreement exceed four years in total. Notice that the County wishes to extend the term will be submitted to Contractor at least 60 days prior to the expiration of the term of this Agreement.

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement after the date of termination. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

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 advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully

qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. 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 County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous

agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

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

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. 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 County:	Santa Fe County Public Works Department, Sustainability Division Attn: Neal Denton 901 W. Alameda, Ste 20C Santa Fe, New Mexico 87501
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To the Contractor: **Firestik Studio**
 Attn: Owner
 1012 Marquez Place, Unit 105B
 Santa Fe, New Mexico 87505

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any of Contractor's documents of sole proprietorship.

C. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. NO THIRD-PARTY BENEFICIARIES


This Agreement was not intended to and does not create any rights in any persons not a party hereto.

27. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be a named additional insured on the policy.

Finance Department:



Stephanie S. Clarke
Finance Director

1/3/18
Date

CONTRACTOR:



(Signature)

1/8/18
Date

ERIC GIERU

(Print Name)

OWNER

(Print Title)

C. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure form approved by the County.

31. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

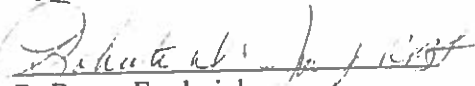
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager


Date

Approved as to form:


R. Bruce Frederick
County Attorney


Date



**PURCHASE
ORDER**

**SANTA FE COUNTY
SANTA FE, NEW MEXICO**

IMPORTANT
THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL INVOICES
AND SHIPPING CONTAINERS.
INVOICES ARE TO BE IN DUPLICATE.

PAGE: 1
P.O. NO.: 18367
DATE: 01/12/1

TO: FIRESTIK STUDIO
1012 MARQUEZ PLACE UNIT 1
SANTA FE, NM 87507

SHIP TO/
INVOICE TO:

Santa Fe County
PUBLIC WORKS DEPT/ADMIN
SANTA FE COUNTY
424 NM HIGHWAY 599
SANTA FE, NM 87507

VENDOR NO.		NOTES							
21995		1 Federal Tax I.D. Number is required for payment. 2 If unable to fill at prices shown, or meet delivery day, please advise immediately. 3 All items subject to terms and conditions on reverse.							
DELIVER BY		SHIP VIA		F.O.B.		TERMS			
06/30/18						NET			
CONFIRM BY			CONFIRM TO			REQUISITIONED BY			
GRIEGO, ERIC			MARMION, MICHELLE			JBLEA			
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.	REQ. DATE
				10160514465003				183358	11/07/
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION				UNIT COST	EXTENDED COST	
1	50000.00	EA	NEAL DENTON IS REQUESTING PROFESSIONAL SERVICES FOR CREATIVE DEVELOPMENT, GRAPHIC DESIGN, AND TARGETED ADVERTISING. @ \$50,000.00				1.0000	50000.00	
2	4218.75	EA	TAX @ \$4,218.75				1.0000	4218.75	
							SUB-TOTAL	54218.75	
							TOTAL	54218.75	

REMARKS:
Remarks:
01/12/2018 Pursuant to SFC Agreement 2018-0170-
PW/MAM exp. 01/08/2019

NOT VALID UNLESS SIGNED BY THE COUNTY FINANCE
DIRECTOR OR THE COUNTY PURCHASING AGENT.

AUTHORIZED SIGNATURE & TITLE

White - Vendor's Copy
Yellow - Purchasing Agent Copy
Pink - Department Head Copy
Blue - File Copy

County of Santa Fe Purchase Order for Services — General Terms and Conditions

Interpretation: The contract between the parties consists of any written agreement between the parties and this Purchase Order. In the event of a conflict between these documents, the terms and conditions of the written agreement shall govern.

Assignment: The Contractor shall not assign or transfer any interest in this Order or assign any claims for money due or to become due under this Order without the advance written approval of the County.

Subcontracting: The Contractor shall not subcontract or delegate any portion of the services to be performed under this Order without the advance written approval of the County.

Modification: No modification to this Order shall be effective unless agreed to in writing by authorized representatives of the County. County employees have no authority to direct any change except by a written change order signed by the County's authorized representative.

Audit: The County may, subject to written notification to the Contractor, inspect the Contractor's facilities. The Contractor shall, without charge, provide facilities for the County's personnel and provide all requested data necessary for the County's adequate inspection.

Governing Law: This Order shall be construed in accordance with the laws of the State of New Mexico without regard to its choice of law rules.

Office of Penalties: The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-109, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

Waiver: The failure of the County to insist, in any one or more instances, upon the performance of any of the terms or conditions of this Order or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right. The obligation of the Contractor with respect to such future performance shall continue in full force and effect.

Delivery: Time is of the essence in this Purchase Order and, if performance of conforming services is not completed by the time(s) promised, the County reserves the right, in addition to its other rights and remedies, to cancel this Order, to reject such services in whole or in part, or to purchase substitute services elsewhere and charge the Contractor with any loss incurred. Any provisions herein for performance of services by installments shall not be construed as making the obligations of the Contractor severable.

Payment: The Contractor shall submit a written request for payment to the County. Within 15 days of the County's receipt of the written invoice, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. Within 30 days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent per month until the amount due is paid in full.

Indemnification: The Contractor shall defend, indemnify, and hold harmless the County and its Elected Officials, agents and employees, from and against any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Order, including but not limited to the Contractor's breach of any representation or warranty made herein.

Insurance: The Contractor shall procure and maintain during the life of this Order a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits, for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Order is an insured contract. If, during the life of this Order, the Legislature of the State of New Mexico increases the maximum limits of liability under the New Mexico Tort Claims Act, the Contractor shall increase the maximum limits of any insurance required herein.

Permits, Fees, and Licenses: The Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

Termination: The County reserves the right to terminate this Order at any time with respect to undelivered services by written notification or oral notice confirmed in writing.

PO#183670

PURCHASE REQUISITION NBR: 0000183358

STATUS: NEEDS ADDITIONAL INFO
REASON: PROFESSIONAL SERVICES FOR CREATIVE DEVELOPMENT

DATE: 11/07/17

DELIVER BY DATE: 6/30/18

SHIP TO LOCATION: PUBLIC WORKS DEPT/ADMIN

SUGGESTED VENDOR: TBD

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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1	NEAL DENTON IS REQUESTING PROFESSIONAL SERVICES FOR CREATIVE DEVELOPMENT, GRAPHIC DESIGN, AND TARGETED ADVERTISING. @ \$50,000.00	50000.00	EA	1.0000	50000.00	
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COMMODITY:
SUBCOMMOD: MISC

2	TAX @ \$4,218.75	4218.75	EA	1.0000	4218.75	
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COMMODITY:
SUBCOMMOD: MISC

REQUISITION TOTAL: 54218.75

ACCOUNT INFORMATION

AMOUNT

LINE # ACCOUNT

PROJECT

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

ACCOUNT # 101-6051-446-5003

Pursuant to SFC Agreement
NO # 2018-0170-Pupman
Expires 1.8.2019

Signatures are for authorization to process a purchase order from a requisition or a purchase order change order. All signatures must be present and signed by the individual. Void processing if the signatures are not signed by the individual.	
Requested By: <i>[Signature]</i>	Date: 11/18
Created by: <i>[Signature]</i>	Date: 1-11-18
Director Approval & Verification that all signatures are accounted for & approval for processing	

12 JAN 2018 #11003

[Signature]

FY-2018

SANTA FE COUNTY
INTERNAL PURCHASE REQUISITION (IPR)

FUND-COST CENTER-ACTIVITY:

101-6051-446

[illegible]

Santa Fe County
Purchasing Process Request Form

Date Submitted:	10/30/2017	Requesting User Agency:	Public Works
Name & Phone of Contact Person:	Neal Denton / 992-9832		
Contract Tracking #/Buyer (Purchasing)		BCC Approval? (Y/N) (include BCC Meeting date)	N

AGENCY REQUEST: (RFP, IFB, Lease, MOU, Grant, Professional Services Agreement, Construction, Application, etc.) Describe the County, Public and/or Agency needs and the scope of work. Describe what you are attempting to purchase, obtain or accomplish. Attach additional sheets if necessary.

The Santa Fe County Public Works Department, Sustainability Division, is seeking proposals for a task order contract with a company experienced in creative development, graphic design, and targeting advertising in order to effectively promote recycling, renewable energy, energy efficiency, alternate transportation, water conservation, and other sustainability related topics. The requested services will include, but not be limited to, the following:

- Creative development services to generate effective messages and imagery understood by a diverse audience that are expected to influence behavior
- Graphic design services for a solid waste reduction and/or recycling logo; recycling signs at solid waste convenience centers; print, electronic, and outdoor media advertisements; magnets; stickers; and informational handouts
- Targeting advertising services to ensure messages reach desired audiences

The design for different campaigns (recycling, solar power, etc.) should be uniform throughout a variety of materials to convey a common message. A minimum of two options will be presented for each product.

PURCHASING STATUS:

FINANCIAL / BUDGETARY INFORMATION: (If applicable, include a breakdown of project cost estimates; is funding already appropriated? If this action will result in revenue to the County, include the total compensation and timetable.)

A four-year contract not to exceed \$50,000 is requested. Budget line item is 101-6052-446.50-03

LEGAL FORM: (identify any known liabilities and/or risks to the County. Is this a new contract or an amendment or change of a previously submitted procurement or contract?)

New contract

FINANCE DIRECTOR APPROVAL: (sign and date)

LEGAL APPROVAL: (sign and date)

BCC MEETING DATE

COUNTY MANAGER APPROVAL: (sign and date)

ATTACH NEEDED DOCUMENTS (Purchase Requisition, Justification Memo (sole source, emergency or other procurement exemption), W-9 for new vendor, draft BCC caption and memorandum, etc.)

