

CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

**SANTA FE COMMUNICATIONS/ADVERTISING
CONTRACT FOR THE SANTA FE CONVENTION AND
VISITORS BUREAU**

RFP #10/16/P

PROPOSAL DUE:

January 29, 2010

2:00 P.M.

**PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD
BUILDING "H" SANTA FE,
NEW MEXICO 87505**

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Attachments:

1. Instructions Relating to Local Preference Certification Form
2. Local Preference Certification Form
3. Sample Contract
4. Minimum Wage Ordinance

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '10/16/P

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, January 29, 2010.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

SANTA FE COMMUNICATIONS/ADVERTISING CONTRACT FOR THE SANTA FE CONVENTION AND VISITORS BUREAU

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.

Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 12/30/09
To be published on: 01/05/10

Received by the Albuquerque Journal Newspaper on: 12/30/09
To be published on: 01/05/10

PROPOSAL SCHEDULE

RFP # '10/16/P

- | | | |
|----|--|--|
| 1. | Advertisement | January 5, 2010 |
| 2. | Issuance of RFP'S: | January 5, 2010 |
| 3. | Receipt of proposals: | January 29, 2010 at 2:00 p.m.
local prevailing time.
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711 |
| 4. | Evaluation of proposals: | February 12, 2010 |
| 5. | Interviews: | February 19, 2010 |
| 6. | Recommendation of award
to Finance Committee: | March 1, 2010 |
| 7. | Recommendation of award
to City Council: | March 10, 2010 |

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit one original and eight copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, January 29, 2010.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number: '10/16/P

Title of the proposal: SANTA FE COMMUNICATIONS/ADVERTISING CONTRACT
FOR THE SANTA FE CONVENTION AND VISITORS BUREAU

Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretations should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

7. RESIDENT and LOCAL PREFERENCE

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

APPLICATION-IN-STATE AND OUT OF STATE BIDDERS

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978). To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico General Services Department-Purchasing Office (Joseph Montoya Building-1100 S. St. Francis Drive 87505, 827-0472). The process involves a short application and certification by the applicant of the information requested by the state resident preference statute. The certificate is generally issued immediately.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the State Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the City Purchasing Officer may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Officer that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

The principal place of business of the enterprise is physically located within the Santa Fe County geographic boundaries. The business must have a "fixed office", as defined by this title, located within Santa Fe County. Principal place of business must have been established no less than six months preceding application for certification. Post office box numbers shall not suffice to establish an enterprise as a local business.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The preference for proposals shall be 1.05 for resident and 1.10 for local.

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with

respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

- (1) Local business.
- (2) Resident business.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 5% for resident and 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

New Mexico Resident Preference Number (if applicable)_____

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. INVOICING

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. DEFAULT

The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. NON-COLLUSION

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

**SANTA FE COMMUNICATIONS/ADVERTISING CONTRACT
FOR THE
SANTA FE CONVENTION AND VISITORS BUREAU**

**SCOPE OF SERVICES
'10/16/P**

Santa Fe is a world class destination. Visitors to Santa Fe and the region have a particular appreciation for arts, culture, history, heritage, out door activities, rest and relaxation. The city would like to grow the existing demographics and become a twelve month destination and attract new visitors and is seeking a high caliber, experienced communications firm to assist the City in further defining and meeting the City of Santa Fe's goals.

- A. SFCVB wants to be an important client to the agency, but also requires the depth of staff and experience to handle future growth. The agency should identify where SFCVB would rank on its client list. The agency must have strong b2b and b2c experience, particularly with governmental entities and/or destination marketing organizations. Experience increasing visitor travel, is very important as is experience working with clients with complex stakeholder groups such as city staff, elected officials, community and business leaders and experience in leveraging/maximizing resources.
- B. The account director should be an experienced leader, proactive, detail-oriented, and should be committed to the SFCVB objectives and needs and have the ability to make things happen at the agency. The team should have an understanding of destination marketing and share with the client the excitement and passion for the growth of our world renowned city. Strong project management and budget skills as well as proactive thinking and planning are a must. It is also important that the team be able to work in collaborative ways and be committed to a long-term partnership with the client and its other outside resources.
- C. SFCVB requires that the advertising agency function as a committed, deeply immersed member of the marketing team, capable of providing high level counsel on a range of issues from defining the overall Santa Fe brand, developing comprehensive messaging to prospective visitors and specific programs designed to meet the needs of individual Santa Fe stakeholder groups such as City government, the hospitality community, the arts community and various other important constituents. The agency should have experience analyzing segmentation and target marketing. For the proposal process, please provide cases where the agency has recommended testable programs that were also scaleable to a broader audience and provide examples of proactive initiatives which produced verifiable results. Where possible, the

agency should show how strategic insights make an impact on creative materials that produced results for the client.

- D. The agency must have a track record of innovative and strategically grounded work. SFCVB is particularly interested in seeing how a high level brand strategy translates into creative across all customer touch points including online, print, broadcast, direct and collateral. The agency must demonstrate its strength in copywriting and art direction, particularly in taking a complex destination resort which has a significant amount of existing iconic imagery and turning it into a simple, easily understood communications vehicle. Please submit samples of previous campaigns.
- E. Full scale media planning and buying capabilities (either in-house or through an established alliance) are required. SFCVB wants an agency that can evaluate the current media mix and recommend what will be most effective, and successfully negotiate favorable terms. The agency should demonstrate how media buys will result in a savings to the SFCVB.
- F. The agency must have the capability to strategically guide the creation of high quality, integrated collateral materials.
- G. SFCVB is interested in learning about the agency's experience in production services, both from completing work internally to identifying outside resources when necessary.
- H. Submit proposed fee structure.

Background Information:

Executive Summary of research produced by Randall Travel Marketing for Santa Fe CVB.

SUBMITTAL REQUIREMENTS

'10/16/P

PROPOSAL FORMAT

To provide for ease and uniformity in the evaluation of proposals, the Proponent must submit a proposal with the following sections and content. Failure to comply with this prescribed format may result in the Proponent being disqualified from selection.

1. Executive Summary – an overview of the proposed service, outlining its benefits: a profile of the proposer (including number of years in business, current size and capabilities, customer base, history, and future goals); and a customer reference list.
2. Conformance to Specifications/Scope of Services – Agency shall respond item-by-item to each of the specifications.
3. Customer Support – A policy statement and explanation of Proponent's approach to customer support i.e. the assignment of personnel, the extent and duration of services, and the degree of the Proponent's commitment to service support.
4. Completed, signed questionnaire form.
5. Background of proposing firm.
6. Qualifications and experience of administrative personnel who are expected to provide service.
7. List of ten (10) customers with similar types of service including names and current phone numbers.
8. Copy of New Mexico Taxation and Revenue gross receipts number.
9. Copy of City of Santa Fe Business Registrations.
10. Pricing Schedules – An itemized list of all services.
11. Six (6) copies of proposal submitted. The proponent is welcome to submit any other information that may assist the City in making a selection.

FAILURE to adequately address and submit the above requirements may constitute forfeiture of the proposal, as to be determined by the City Purchasing Agent.

NOTE: WRITTEN EXPLANATIONS WILL BE REQUIRED WHERE REQUESTED REGARDLESS OF COMPLIANCE TO SCOPE OF SERVICES.

**EVALUATION CRITERIA
&
WEIGHTED VALUES
'10/16/P**

**SANTA FE COMMUNICATIONS/ADVERTISING CONTRACT FOR THE SANTA FE
CONVENTION AND VISITORS BUREAU**

*Evaluation Points 1-5

1. Poorly addresses, not adequate
2. Insufficiently addressed capabilities questionable
3. Adequate response, capable
4. Good response, capabilities more that adequate
5. Exceed expectations, superior response

Evaluation Criteria

All proposals will be evaluated and rated in accordance with the following criteria and the indicated weighted value of the criteria.

CRITERIA	Weighted Value	Evaluation Pts.Total 1-2-3-4-5	Max	Score
Service and Charges – Provide Listing: account coordination, research/planning, design/productions, meetings consultation	15%	x _____	_____	75
In-house capacity - What services can you provide utilizing current staff and equipment	15%	x _____	_____	75
Experience in advertising – Years of experience in tourism or other advertising, experience in building collaborative programs and leveraging/maximizing resources.	10%	x _____	_____	50
Knowledge of local conditions and tourism related issues and how they relate to advertising, marketing and cultural sensitivity	20%	x _____	_____	100
Sub Total	60%		_____	300

40% Overall qualification of principal personnel:

Proponents' staff shall have the education, training background and experience necessary to fulfill the technical, planning, management and implementation requirements of this contract.

Proponents shall be seasoned professionals, with appropriate experience in advertisement, promotion and marketing.

Answers to Questions 10 and 13

Creative impact (the "wow" factor)	10%	x	_____	_____	50
Promote and communicate Santa Fe as a leisure travel destination (Provide a sample ad campaign, and include creative and placement schedule)	15%	x	_____	_____	75
Promote and communicate Santa Fe as a meeting/conference destination (Provide a sample ad campaign, and include creative and placement schedule)	15%	x	_____	_____	75
Subtotal	40%			_____	300

60% Compliance to Specifications/Performance:

Technical Solution – evaluated in terms of technical merit and compliance with needs and requirements of this RFP. This shall include, but not limited to:

PLEASE NOTE THAT THE LOWEST COST IS NOT THE SOLE CRITERION FOR RECOMMENDING CONTRACT AWARD

Proposal evaluation team will consist of the following individuals:

1. Keith Toler - SFCVB Executive Director
2. Mary Pat Kloenne - SFCVB Sales and Marketing Supervisor
3. Jim Bradbury – Santa Fe Hospitality Group
4. Valerie Fairchild – Downtown Merchants Association
5. Paul Margetson – O.T.A.B. Board Member
6. Kathy McCormick – City of Santa Fe
7. Shelley Thompson – Museum of New Mexico
8. Robert Rodarte- City of Santa Fe Purchasing Department

Firm: _____

Name: _____

Date: _____

At its discretion, the City reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

At its discretion, the City reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

COMMUNICATIONS/ADVERTISING CONTRACT QUESTIONNAIRE

1. Company Name _____
Phone Number _____
Name of Owner _____

2. Date of first occupation license applying to the business _____

3. Business organization of which your agency is a member. (List local, state, regional and national). List other community involvement.

4. Three year history of largest advertising contract budget handled:

\$ _____

For whom (name of business) _____

Largest advertising budget ever handled:

\$ _____

For whom _____ Year _____

What were you total billings last year?

\$ _____

5. In-house capacity of your agency:

Copywriting _____
Photography _____
Graphic Design _____
Production Art _____
Direct Mail _____
Web Sites _____

Public Relations _____
Market Research _____
Media Analysis _____
Media Placement _____
A/V Production _____

Other (Please list other capabilities)

6. How will you provide written estimates for client approval before buying media or starting production?

7. Do you plan on charging for storyboards, layouts and rough etc., which are not used?

8. How do you propose to charge for services?

Commissions _____
Charges _____

Straight _____
Retainer _____

Combination of the above? Please specify.

9. What are your methods of measuring advertising results?

10. What experience do you have in web advertising?

11. Combination of the above? Please Specify.

12. How would you promote and communicate the City of Santa Fe as a leisure destination?

13. How would you promote and communicate the City of Santa as a meetings and conference destination?

The undersigned authorizes and requests that any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this statement of proponent qualifications.

DATE AT _____

THIS _____ DAY OF _____, 20 _____

PROPONENT

BY: _____

TITLE: _____

STATE OF NEW MEXICO)
COUNTY OF) ss

Being duly sworn, dispose and
Says that the answers to the foregoing questions and all statements therein contained are
true and correct.

Subscribed and sworn to before me this day of _____

(Notary Public)

My Commission Expires:

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference.** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Physical location must be stated.** The principal place of business of the enterprise is physically located within the Santa Fe County geographic boundaries. The business must have a "fixed office", as defined by this title, located within Santa Fe County. Principal place of business must have been established no less than six months preceding application for certification. Post office box numbers shall not suffice to establish an enterprise as a local business.
4. **Subcontractors do not qualify.** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition.** The following definition applies to this preference.

Fixed Office: shall mean a fixed and established place where work is carried on of a clerical, administrative, professional or production nature directly pertaining to the business being certified. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as an office.

Additional Documentation. If requested a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law, must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM
BID/PROPOSAL NUMBER: '10/16/P
IF APPLICABLE YOU MUST RETURN THIS FORM WITH YOUR BID OR PROPOSAL

Business Name: _____

Business License Number: _____ (Attach copy of business license.)

Business Location (In Santa Fe County:)

Address: _____

City: _____

Zip Code: _____

County: _____

Business Type:

- ☐ Corporation – Indicate state of incorporation _____
- ☐ Partnership – Indicate “general” or “limited” _____
- ☐ Sole proprietorship _____

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____ Authorized Representative: _____

Print Name

Title: _____ Date: _____

Subscribed and sworn before me by _____ this _____, day of _____

My commission expires: _____

Notary Public

SEAL

Advertising
CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

1. SCOPE OF SERVICES

A. The Contractor shall provide the following services for the City:

(1) Promote the City of Santa Fe as a tourist and meeting/convention destination to qualified markets via print, electronic and direct mail, as requested by the City and consistent with the Santa Fe Convention and Visitors Bureau Marketing Director.

(2) Develop advertising campaigns, themes, slogans and recommend advertising media tactics and market strategies for media advertising as requested by the Santa Fe Convention and Visitors Bureau ("CVB").

(3) Work in conjunction with the CVB and submit a yearly marketing plan that designates target markets supported by statistics and research required to achieve goals.

(4) Recommend media, both trade and consumer, to be used in the communication campaign and submit a detailed media plan and cost analysis monthly and yearly for fiscal year 10/11 and any fiscal year after that. Be able to negotiate on behalf of the City of Santa Fe for value added or reduced rates for all media buys.

(5) Recommend media must be substantiated with a complete profile of the publication. (These items can include but are not limited to: Circulation, average medium income, age etc. of readership, BPI Statements, etc.).

(6) Prepare necessary copy, layouts, designs and artwork for advertising as requested by the CVB.

(7) Meet with media representatives on behalf of the CVB. Place order(s) and purchase time or space in advertising media using insertion orders as requested by the City.

(8) Provide other advertising services as may be deemed necessary by the City and mutually agreed upon by both parties, including attendance at special events and coordination, travel and attendance at industry events.

(9) Meet with designated CVB staff in scheduled meetings, retreats and strategy sessions.

(10) Shall be available to plan and review work in progress pertaining to the items listed above and fully coordinate all activities with the CVB at reasonable times and intervals.

(11) The activities of the Contractor in placing media advertising and providing special services shall be fully coordinated with the City. Contractor shall obtain approval from the City before placing any advertising.

(12) Submit a report on the effectiveness of the communication campaign to the CVB Director on a quarterly basis. The report shall include cost per inquiry return on the advertising dollar investment, competition and any/all tracking mechanism deemed appropriate by the agency and the CVB Director.

(13) Perform in a collaborative manner with the CVB's other communications Contractors under the direction of the CVB Director.

(14) All services performed by the Contractor shall be confirmed in writing by the Contractor and approved by the City.

(15) All media including raw footage created by the Contractor shall remain in the possession of the City.

B. The City agrees to make available, without charge to the Contractor, pictures, background information, historical data, and other pertinent information in the City files.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it 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 City shall pay to the Contractor in full payment for services rendered, a sum not to exceed _____(\$_____), plus/inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2011, unless sooner pursuant to Article 6 below. Contractor is granted, upon a satisfactory performance, an option to renew this Agreement for an additional three (3)

years. Contractor and the City shall renegotiate the terms and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. 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.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. 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.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. 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.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. 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.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding

between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
ATTN: Keith Toler
Convention & Visitors Bureau
PO Box 909
Santa Fe, NM 87504

Contractor:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

DAVID COSS, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:

APPROVED AS TO FORM:

By: _____



FRANK D. KATZ, CITY ATTORNEY

CRS #
City of Santa Fe Business
Registration #

APPROVED:

DAVID N. MILLICAN, DIRECTOR
FINANCE DEPARTMENT

Business unit/Line item

Living Wage Ordinance

Ordinance Number §28-1 28-1.12 SFCC 1987

Purpose:

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wage rates.

Who it affects:

- All businesses and non-profit organization required to have a business license or business registration issued by the City of Santa Fe.

Compliance:

- Affected businesses are required to pay employees an hourly wage of \$9.85 effective January 1, 2009.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.
- For workers who customarily receive more than \$100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Non-profit organizations whose primary source of funds is from (Medicaid) waivers are exempt.

Prohibitions against retaliation and circumvention:

- It shall be unlawful for any business, employer or employer's agent or representative to take any action against an individual in retaliation for exercising or communicating rights under this ordinance. This includes retaliation against individuals who mistakenly but in good faith allege noncompliance with the ordinance.
- Taking adverse action against an individual within sixty days of the individual's assertion of or communication of information regarding rights raises a reputable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting portions of its operations or leasing portions of its property.

Enforcement; Remedies:

- **Administrative Enforcement** - The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- **Criminal Penalty** - A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for Each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to which any such violation occurred.
- **Other remedies** - The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the Payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

Nonexclusive Remedies and Penalties - *The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.*

Posting and Publication:

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be construed a violation of this ordinance and, in addition, shall be considered grounds for suspensions, revocation, or termination of the business license or registration.

