

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 02/25/15
ITEM FROM FINANCE COMMITTEE MEETING OF 02/16/15

ISSUE:

21. Request for Approval of Professional Services Agreement – Advertising for Tourism Santa Fe (RFP #15/17/P); Fuseideas, LLC. (Randy Randall)

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Requested approval of professional services agreement for advertising for Tourism Santa Fe (RFP #15/17/P) with Fuseideas, LLC in the sum not to exceed \$900,000 inclusive of gross receipts tax.

FUNDING SOURCE: 22108.561850

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

City of Santa Fe, New Mexico

memo

DATE: February 9, 2015

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer
Purchasing Office 

VIA: Oscar S. Rodriguez, Director
Finance Department 

ISSUE: Award of Request for Proposal # '15/17/P
Santa Fe Advertising Contract for Tourism Santa Fe

SUMMARY:

On November 24, 2014, ten proposals were received for the above referenced service as follows:

	Evaluation Score	Interview	Local
	Written	Score	Preference
Blackboard Company, TX	3595	3850	
Fuseidas, LLC, MA	3040	4525	
Fahlgren, Inc., OH	2940	4020	
Griffin & Associates, Albuquerque	2905	2770	
Sweb Development, TX	2855		
The Zimmerman Agency, FL	2735		
GumCo, UT	2600		
Impressions Advertising,	2250		2475
Wilson Binkley Advertising, Las Cruces	2180		
Nfusion, TX	1900		

The evaluation criteria consisted of service and charges (15%); in-house capacity (15%); experience in website design/maintenance (10%); knowledge of local conditions (20%); creative impact (10%); promote and communicate Santa Fe as a leisure travel destination (15%); and promote and communicate Santa Fe as a meeting/conference destination (15%). The proposal was reviewed and evaluated by Robert Rodarte, Purchasing, Cindi Delgado, Randy Randall and David Carr, Tourism Santa Fe, David Eichholt, Restaurant, Doug Libby, El Dorado, Chuck Moore, Opera, Valerie Fairchild, Downtown Merchant Association, Randi Fitzgerald, Double Tree, Tom McCann, Inn & Spa of Lorretto and Elizabeth Pettus, Downtown Merchant Association.

The using department has reviewed the proposals and recommends award to Fusiedas LLC, MA in the amount of \$900,000.00 inclusive of GRT.

Page 2
Award '15/17/P

Budget is available in account number 22108.561850 (Marketing Lodgers Tax-Advertising) in the amount of \$25,738.00 the additional funding will be available in FY 2015-2016 budget.

ACTION:

It is requested that this recommendation of award to Fusiedas LLC, MA, in the amount of \$900,000.00 be reviewed, approved and submitted to the City Council for its consideration.

**Evaluation Scores
'15/17/P
Santa Fe Advertising Contract for the Tourism Santa Fe**

Written Evaluation

RFP Submittals	Robert Rodarte	Cindi Delgado	Randy Randal	David Carr	Randi Fitzgerald	Elizabeth Pettus	Doug Libby	Chuck Moore	Tom McCann	Total	Local Pref.
Blackboard Co.	360	345	355	395	425	500	430	300	485	3595	
Fuseidas, LLC	345	370	225	290	450	475	375	205	305	3040	
Fahlgren Inc.	340	365	300	330	315	385	375	210	320	2940	
Griffin and Associates	375	305	275	260	345	450	380	200	315	2905	
Sweb Development	315	255	215	230	420	355	430	220	415	2855	
The Zimmerman Agency	370	210	280	320	410	340	320	210	275	2735	
GumCo	285	305	235	155	305	360	440	280	235	2600	
Impressions Advertising	375	240	200	180	240	235	330	165	285	2250	2475
Wilson Binkley Advertising	315	235	130	230	375	315	275	145	160	2180	
Nfusion	310	200	130	205	265	145	310	155	180	1900	

Interview Evaluation

RFP Submittals	Robert Rodarte	Cindi Delgado	Randy Randall	David Carr	Mara Saube	Randi Fitzgerald	Valerie Fairchild	David Eichholt	Doug Libby	Chuck Moore	Tom McCann	Total	Local Pref.
Blackboard Co.	400	350	360	330	400	380	320	360	310	170	470	3850	
Fuseidas, LLC	410	390	425	370	450	450	390	430	470	340	400	4525	
Fahlgren Inc.	440	420	310	280	410	430	250	380	440	220	440	4020	
Griffin and Associates	380	240	290	210	250	350	100	190	300	200	260	2770	

TOURISM

SANTA FE

Memo

Date: February 6, 2015

To: Finance Committee/City Council

From: Randy Randall, CVB Director 

Re: Professional Services Agreement with Fuseideas

ITEM & ISSUE:

Request for approval of the Professional Services Agreement with Fuseideas Advertising. This will be for advertising the City of Santa Fe.

BACKGROUND AND SUMMARY:

Tourism Santa Fe went out to RFP, #15/17/P, for a new Advertising Agency. The RFP committee unanimously recommended Fuseideas as the new vendor. The contract will begin on March 1, 2015, and will be a multi-year contract with the option to renew for three additional years. The contract amount is for \$900,000.00, of which \$250,000.00 will be applied to the FY15 budget, and the additional \$650,000.00 will be applied to the FY16 budget.

REQUESTED ACTION:

Approval of the Professional Services Agreement with Fuseideas Advertising. Funds will be taken from 22108.561850.

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 Fuseideas, LLC. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

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

(1) Promote the City of Santa Fe as a leisure and convention and meeting travel destination to qualified markets via all appropriate media channels including social media, industry shows and grass roots events, as requested by the city and consistent with TOURISM Santa Fe Marketing and Executive Directors (TSF).

(2) Develop advertising campaigns, themes, slogans, collateral and recommended advertising media tactics, market strategies and evaluation for media advertising as requested by the TSF.

(3) Working in conjunction with the TSF and submit a yearly advertising plan that will be a strategic component of the TSF Marketing Plan that designates target markets, and is supported by statistics and research required to achieve goals. In addition, on a yearly basis perform market research to inform and guide the advertising efforts.

(4) Recommend media, both trade and consumer, to be used in the marketing campaign and submit a detailed media plan and budget for the current fiscal year and any fiscal year after that. The media plan should be flexible and allow for adjustment based on unforeseen challenges and opportunities. Contractor must be able to negotiate on behalf of the City of Santa Fe for value added or a reduced rate for all media buys leveraging the agencies buying ability.

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

- (6) Prepare necessary copy, layouts, designs and artwork for advertising as requested by the TSF in a timely manner so that a comprehensive approval process (5 days) can occur.
- (7) Meet with media representatives on behalf of the City of Santa Fe CV. 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 TSF staff in scheduled meetings, retreats and strategy sessions.
- (10) Contractor shall be available to plan and review work in progress pertaining to the items listed above and fully coordinates all activities with the TSF 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 campaign to the TSF Marketing Director on a quarterly basis. The report shall include cost per inquiry, return on the advertising dollar investment, competition and any/all tracking mechanisms deemed appropriate by the agency and TSF.
- (13) Perform in a collaborative manner with the TSF's other marketing Contractors, under the direction of the TSF Marketing 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 and be delivered on a real time basis.
- (16) Development of a strategy and tactical plan for an in-market execution of social media marketing communications program that advances goals of current campaign, augments current

communication efforts and increases and enhances the quality of unpaid traffic to santafe.org.

- (17) On a daily basis perform the following work items.
- a. Develop content strategy based upon overarching campaign messaging.
 - b. Define messaging roll-out based upon appropriateness of channel (e.g. Blogs, Facebook, Twitter, YouTube, Linkendn, Flickr, Tumblr, Pinterest, Instagram, Four-Square, Google+, etc.).
 - c. Set editorial calendar for each priority channel.
 - d. Define individual outreach and content tactics –e.g. when/where repurpose content, when to create new, when to syndicate content, when to tie into existing campaign assets, when to create social channel ONLY programs:
 - i. Identify all opportunities for socially enabling current advertising and communication program (i.e. socially enabled advertising, contests/sweeps, etc.)
 - ii. Develop all widget/app strategy – identify opportunities to create new or tie into existing (e.g. UrbanSpoon, Open Table, Yelp, etc.)
 - e. Define strategy for the following as appropriate:
 - i. Social sharing
 - ii. Reviews/ratings
 - iii. Influencer programs
 - iv. Industry outreach
 - f. Define success metrics:
 - i. Outputs -- number of tweets, posts, re-posts, mentions, etc.
 - ii. Outtakes – sentiment (positive, negative, messaging tie ins)
 - g. Outcomes – traffic increase, increase in qualified leads, inquiries, conversions.
 - h. Set-up Google Analytics to measure outputs:
 - i. Set-up additional reporting procedures to measure outtakes and outcomes
 - j. Build a dashboard for ongoing measurement and tracking.

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 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 nine hundred thousand dollars (\$900,000.00), 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 detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

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 February 29, 2016, unless sooner pursuant to Article 6 below. There is an option for an annual renewal for an additional three (3) years, not to exceed four (4) years. Should either party wish to exercise this renewal option, written notice shall be given to the other party ninety (90) days before expiration of this Agreement. Negotiations shall take place and conclude before termination 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 (electronic and hard copy) of all work product, research or papers prepared under this Agreement.

(2) Compensation is not based upon hourly rates for services rendered, therefore 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.

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:
TOURISM Santa Fe
ATTN: Randy Randall,
Executive Director
Santa Fe, NM 87504

Contractor:
Fuseideas, LLC
ATTN: Dennis Franczak,
Chief Executive Officer
8 Winchester Place, Suite 302
Winchester, Mass. 01890

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

CITY OF SANTA FE:

CONTRACTOR:
Fuseideas, LLC

JAVIER M. GONZALES, MAYOR

DENNIS FRAN CZAK, CEO

DATE: _____

DATE: _____

CRS# _____
CITY OF SANTA FE BUSINESS
REGISTRATION # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 2/4/15

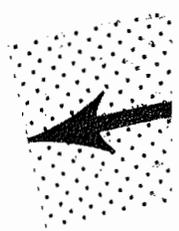
KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

Business Unit/Line Item:

22108.561850





City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT [checked] or CONTRACT AMENDMENT []

2 Name of Contractor Fuseideas

3 Complete information requested [] Plus GRT [X] Inclusive of GRT

Original Contract Amount: \$900,000

Termination Date: 2/28/16

[] Approved by Council Date: []
[] or by City Manager Date: []

Contract is for: Advertising

Amendment # to the Original Contract#

Increase/(Decrease) Amount \$

Extend Termination Date to:

[] Approved by Council Date: []
[] or by City Manager Date: []

Amendment is for:

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) [] Plus GRT [] Inclusive of GRT

Amount \$ of original Contract# Termination Date: Reason:

Amount \$ amendment # Termination Date: Reason:

Amount \$ amendment # Termination Date: Reason:

Amount \$ amendment # Termination Date: Reason:

Total of Original Contract plus all amendments: \$



City of Santa Fe Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# #15/17/P Date: 11/24/14

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 Procurement History: 1st year of 4 year contract
example: (First year of 4 year contract)

7 Funding Source: 22108.56/850 BU/Line Item: _____

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Antoinette Arriaga
Phone # XL210

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

