

**CITY OF SANTA FE  
SANTA FE CONVENTION AND VISITORS BUREAU**

**"REQUEST FOR PROPOSALS"**

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

**RFP #'14/21/P**

**PROPOSAL DUE:**

March 4, 2014

**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. Communications/Web Services Contract Questionnaire
2. Instructions Relating to Local Preference Certification Form
3. Local Preference Certification Form
4. Resident Veterans Preference Form
5. Sample Contract
6. Minimum Wage Ordinance

**REQUEST FOR PROPOSALS**

**PROPOSAL NUMBER '14/21/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, March 4, 2014.** 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/WEBSITE 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: 01/31/14  
To be published on: 02/05/14

Received by the Albuquerque Journal Newspaper on: 01/31/14  
To be published on: 02/05/14

## PROPOSAL SCHEDULE

### RFP # '14/21/P

1. Advertisement February 5, 2014
2. Issuance of RFP'S: February 5, 2014
3. Receipt of proposals:  
March 4, 2014 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: March 11, 2014
5. Interviews: March 19, 2014
6. Recommendation of award  
to Finance Committee: March 31, 2014
7. Recommendation of award  
to City Council: April 9, 2014

**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 seven copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, March 4, 2014.

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: '14/21/P

Title of the proposal: Santa Fe Communications/Website 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 interpretation 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, LOCAL OR VETERANS 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, 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.

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 Taxation and Revenue Department.

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 Director 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 Director 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:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

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 1.10 for local.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix E.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business preference.

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 proposal 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 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 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.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

## **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.

**SCOPE OF SERVICES  
'14/21/P**

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

Santa Fe is a world-class destination. Visitors to Santa Fe and the region have a particular appreciation for visual arts, shopping, performing arts, culture, history, outdoor recreation, rejuvenation and relaxation, and culinary tourism. The city would like to grow and diversify the existing visitor demographics and become a twelve month destination. The CVB and City are seeking a high caliber, experienced website design and management agency to assist in further defining and meeting the City of Santa Fe's goals.

**Vendor Qualifications**

Vendor shall include a highly skilled team of programmers and designers with a successful track record of developing database driven websites for travel-related websites. Proposal shall include a brief history of agency, biographies of key personnel, client references, and evidence of financial stability through financial statements or tax returns. Vendor shall have a minimum of five years of experience in providing web design and management services and have prior experience working with a minimum of five tourism/destination/hospitality industry related clients. Vendor shall show measure of successful development and design of other websites.

- A. SFCVB requires that the communication/web services 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 the Convention and Visitors Bureau, the hospitality community, the arts community and various other important constituents. The agency should have experience analyzing segmentation and target marketing.
  
- B. It is important that the agency have the ability to handle a wide range of online initiatives including web strategy, website design, search engine optimization, and the development of innovative online customer acquisition and retention programs.
  
- C. Full-scale online marketing capabilities (either in-house or through an established alliance) are required. SFCVB wants an agency that can develop a business model that maximizes website traffic and produces significant revenue for the CVB and its overall marketing effort. This includes proposed server capacity and band-width capabilities to handle streaming and user generated content.

## **QUALIFICATIONS OF CONSULTANT**

The consultant shall demonstrate:

- A thorough knowledge of website, CRM and CMS development, with respect to Destination Management Organization (DMO) requirements.
- Proven track record providing comprehensive web-based marketing solutions specific to the destination industry
- Expertise to provide a compelling design incorporating the destination brand, visual representation, and intuitive navigation.
- On-going cooperative strategic planning to leveraging technology in a way to support the CVB goals and initiatives
- Understanding of DMO immediate and long-range goals
- Experience in mapping DMO objectives to technology strategies and best-practices
- Identify awards achieved for DMO website creative/development

## **SPECIFIC FUNCTIONS AND FEATURES – WEBSITE DESIGN & CMS**

The new site at a basic level will contain all current information and features. It should be understood that all references to the Content Management System features that are described should require little or no knowledge of HTML.

### **A. Detailed Site Map**

A detailed site map of the new site must be provided The website agency would be required to

develop a comprehensive site map for any proposal redesign including creative brief, rough layouts

and prepare final estimate of time and cost necessary to complete the website and brief the City on the concept development, informational architecture, interface and informational design and obtain

approval from the City prior to moving to the next phase of the website design. If redesign is not

proposed an explanation of strengths and weakness of current design must be provided along with any

changes or enhancements proposed.

### **B. Website Elements**

Following are elements required with the website development and design. The CVB should be presented with solutions for migrating existing content and listings into the new site. All data should be easily exportable from the database.

#### **1. Calendar of Events**

The site will have a calendar of events that is capable of listing reoccurring events with the option to edit events. An event submission form must be available for users to submit public events, which should populate the CMS in a pending status for CVB staff approval and/or necessary edits before publishing to the website.

## **2. Partner Listing Administration**

The site will have administration capabilities to add all Destination events and partners. It should be integrated with the calendar of events, interactive mapping and the itinerary builder.

## **3. Microsite Builder**

The site should be equipped to build microsites for various partners and incoming convention planners one day events or week long festivals. The microsites should be searchable, and incorporate information from all website elements including partner data, calendar of events, mapping and special offers.

## **4. Special Offers**

The site will have a Special Offers module that will allow partners and CVB staff to quickly and easily add, update or delete special offers.

## **5. Trip Planner/Itinerary Builder**

The new site should include a shopping-cart style custom trip planner/itinerary builder database with the ability for users to customize their travel plans and return several times to the site to modify the plans. The trip planner/itinerary builder ideally would tie into a custom map function and use an optional survey and database capture system to view the options selected.

## **6. Virtual Visitors Guide/ Travel Planner**

Include the option for making catalog-like virtual visitors guide page views of CVB's current printed Visitors Guide with options to download.

## **7. Virtual Tours**

Virtual tours of 360 degrees navigational views should be available for select partners

## **12. Maps**

Interactive mapping integration with Google Maps should be tied to all partner data and events.

## **14. Image Gallery**

The site should include a gallery of photos and videos with the option to integrate with CVB Flickr and YouTube accounts. This gallery will show CVB approved images and integrate with Social Media channels, as well as provide the opportunity for the media to request high resolution images.

## **C. Multiple Languages**

The proposed website should be available in several languages or have a translation solution option

## **D. Website Link Compatibility**

All current website pages must be appropriately re-directed to the new website URLs to maintain external links in place and search engine weight they carry

#### **E. Search Functions**

The site should have built-in advanced search capabilities that search through the entire database and all contents and provide anchors on the pages to target the search. The search function should also contain a database-capture system to enable monitoring of the words and phrases users are searching to better modify the site. The system should have an option to omit pages from the search function to keep specific pages hidden as desired. The search section will ignore common words.

**F. Search Engine Optimization** The site should be designed and built with SEO in mind and enabled both standard and customized SEO on all pages of the site. This should include key-words, page titles URLs and meta tags.

#### **G. Database Capture**

Online forms will be powered by Simpleview CRM and all data captured from online forms must be inserted directly into the Simpleview CRM database

#### **H. Password Protection**

Password protection is needed for certain areas of the site. The new site should include a custom automated username/password generator that SFCVB manually activates. The user name and password should be linked specifically to each applicant with their email as their username and a generic generated or user-defined password. SFCVB should have the option to disable to password at any given time. The password protection capability should be available to expand to other areas of the site as needed. For example, we would like the ability to create a “Partners Only” section of the site that would only be accessible with a valid username and password. There should be one master administrator.

#### **I. Automated Keyword Listings**

The site should have a built-in function that automatically links pre-specified keywords within editorial sections to specific pages (i.e. if the editorial states: “Ballooning is a popular year-round sport.” The word “Ballooning” will be automatically linked to a specific page with detailed information about ballooning.)

#### **J. Third Party Suppliers**

The website should be designed to work and adapt with third-party suppliers who mirror the site through their own hosts and provide additional functions for the website.

#### **K. Training**

Ample training will be provided by the vendor to insure appropriate SFCVB staff are skillfully adept at updating pages and functioning in theSFCMS.

#### **L. Website Design**

The website design agency must provide an analysis of the current website and how it

would plan, redesign and redevelop the SFCVB's SantaFe.org website to attract visitors to Santa Fe. If no re-design is called for, explain why.

#### **M. Mobile Site Design and Management**

The website design agency must provide analysis of the current mobile site and how it

would plan, redesign and redevelop the SFCVB's the mobile site to attract visitors to

Santa Fe. If no re-design is called for, explain why.

### **SPECIFIC FUNCTIONS AND FEATURES – EMAIL MARKETING SOFTWARE**

#### **Email Marketing**

Firm will detail experience in providing proactive and comprehensive direct response e-mail marketing programs applying e-newsletters, special e-promotions, e-mail blasts and other direct-to-consumer marketing applications appropriate for SFCVB's online marketing strategy. Minimum services should include but are not limited to planning, design, production, implementation, reporting, and analytics of integrated programs for visitors, media, meeting planners and stakeholders. Programs must be designed to build the opt-in email database by effectively engaging those most likely to be continual sources of visitation and meeting/event bookings. Firm should provide examples of various types of e-mail campaigns conducted and related successes, and include information on SPAM filtering services and how Firm optimizes email delivery and open rates.

- A. **Interactive Mapping** functionality for all partners and events with Google Maps integration
- B. **Robust Calendar of Events** – must allow for featured events on home page and integrate with partner data stored in Simpleview CRM as well as Google Maps.
- C. **Web analytics and SEO** – specialized with proven success in the destination marketing industry; SEO functions for optimal ROI; creation of web stats and reports on demand, includes tracking of website traffic.
- D. **Extranet** – to allow partners to personalize and customize their own information as well as access partner benefits provided by the SFCVB and tracked in the Simpleview CRM; content sharing with partners; creative consistent with the main website
- E. **Tablet functionality** – website must be optimized for both tablet and mobile device use

- F. **Mobile functionality** – mobile site must be integrated with partner data stored in Simpleview CRM; access to mobile CMS for admin functions.
- G. **Paid Media** – Has experience with proven success in the destination marketing industry; on-line ad tracking.
- H. **Social media integration** – ability to push out to social media and to track and analyze results for SFCVB and SFCVB partners. Track partner mentions across all social media.
- I. **CMS** – for managing content and digital assets that appear on the website including photography, video, pdfs, and any other files; web-based CMS tools use familiar menus and icons, simple forms and WYSIWYG editing layouts
- J. **Communication tools** - integrated design and mailing tool for newsletters, mass email.; must integrate with events tool to create weekly events email, include bounce management, stats and tracking
- K. **Web design** – focused on destination assets; compelling and evocative visual design
- L. **Navigation Structure** - restructuring of navigation to be user-friendly, appealing, and intuitive based upon industry knowledge of destination website user interaction and experience
- M. **Accessibility to Third Party Integrations** – ability to integrate seamlessly with preferred vendors for online booking engines, user reviews
- N. **Partner Marketing** – proven success with full service online advertising partnership providing CVB potential source of revenue
- O. **Consumer & Planner Tools** – modules and applications to serve specific target audiences and populate Simpleview CRM database (example – consumer data, RFP data)

## SUBMITTAL REQUIREMENTS

'14/21/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 shall result in the Proponent being disqualified from selection. Please address each item in scope of work.

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 within the Scope of Services.
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. Please include clients with similar size websites and functionality.
8. Copy of New Mexico Taxation and Revenue gross receipts number (if applicable).
9. Copy of City of Santa Fe Business Registrations (if applicable).
10. Pricing Schedules – An itemized list of all services.
11. Eight (8) 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**

Firm: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

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 through website design and marketing (Provide a sample web design and web marketing campaign)	15%	x	_____	_____	75
Promote and communicate Santa Fe as a meeting/conference destination (Provide a sample web design and web marketing campaign)	15%	x	_____	_____	75
Subtotal	40%			_____	200
Total Score				_____	500

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:

\*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 Committee Members:

1. Jim Luttjohann - SFCVB Executive Director
2. Cynthia Delgado – SFCVB Marketing Director
3. Sam Gerberding – Inn of the Governors
4. Ben Tut-La Posada & Lodging Association
5. Simon Brackley – Chamber of Commerce
7. – O.T.A.B. Board Member
8. Robert Rodarte – Purchasing Office

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/WEB SERVICES CONTRACT QUESTIONNAIRE

1. Company Name \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Address \_\_\_\_\_  
Website \_\_\_\_\_  
Email \_\_\_\_\_  
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 web design/marketing contract budget handled:

\$ \_\_\_\_\_

For whom (name of business) \_\_\_\_\_

Largest website budget every handled:

\$ \_\_\_\_\_

For whom \_\_\_\_\_ Year \_\_\_\_\_

What were you total billings last year?

\$ \_\_\_\_\_

5. In-house capacity of your agency:

Copywriting \_\_\_\_\_

Photography \_\_\_\_\_

Graphic Design \_\_\_\_\_

Market Research \_\_\_\_\_

Media Analysis \_\_\_\_\_

Web Marketing \_\_\_\_\_

Web programming \_\_\_\_\_  
Website Design \_\_\_\_\_

Website Maintenance \_\_\_\_\_

Please describe each capability highlighted above. List and describe other capabilities.

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

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

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8. How do you propose to charge for services? Submit proposed fee structure.

Commissions \_\_\_\_\_  
Charges \_\_\_\_\_

Straight/Hourly \_\_\_\_\_  
Retainer \_\_\_\_\_

Combination of the above? Please specify and provide examples.

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9. What are your methods of measuring website results provide examples website dashboards and management overview?

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10. What experience do you have in web advertising?

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11. Combination of the above? Please Specify.

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

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

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14. How would you participate in weekly CVB meetings? Would you charge to be at the meetings?

15. Identify where SFCVB would rank on the agency's client list. The agency must have strong b2b and b2c experience, particularly with governmental entities and/or destination marketing organizations. Describe experience increasing qualified visitor traffic to websites, this is very important in working with clients with complex stakeholder groups such as City staff, elected officials, community and business leaders,

16. 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. Please describe account management strategy.

17. Agency has the responsibility of ongoing website advertising, please describe your expertise and strategy for selling ads on websites. Please provide you sales plan? The revenue would be used to support website work.

18. 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 messages communicated to a diverse on-line audience. The agency must demonstrate its strength in writing, particularly in taking a complex destination that has a significant amount of existing iconic imagery and turning it into a simple, easily understood communications vehicle. Please submit samples of previous campaigns.

19. Please list 5 business references: Name of business, contact, title, address, email and telephone number.

The undersigned authorizes and requests that any person, firm, or corporation to furnish an 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. **Principal Office and location must be stated:** To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.
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.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

**Additional Documentation:** If requested a business will be required to provide, within 3 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.



**RESIDENT VETERANS PREFERENCE CERTIFICATION**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

**Please check one box only:**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

REQUEST FOR PROPOSALS ONLY

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 and the Contractor, whichever occurs last

1. SCOPE OF SERVICES

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

- (1) **Specific functions and features- website design and CMS**  
The new site at a basic level will contain all current information and features. It should be understood that all references to the Content Management System features that are described should require little or no knowledge of HTML.
- (2) **Detailed Site Map**  
A detailed site map of the new site must be provided. The website agency would be required to develop a comprehensive site map for any proposal redesign including creative brief, rough layouts and prepare final estimate of time and cost necessary to complete the website and brief the City on the concept development, informational architecture, interface and informational design and obtain approval from the City prior to moving to the next phase of the website design. If redesign is not proposed an explanation of strengths and weakness of current design must be provided along with any changes or enhancements proposed.
- (3) **Website Elements**  
Following are elements required with the website development and design. The CVB should be presented with solutions for migrating existing content and listings into the new site. All data should be easily exportable from the database.
  - a. **Calendar of Events**  
The site will have a calendar of events that is capable of listing reoccurring events with the option to edit events. An

event submission form must be available for users to submit public events, which should populate the CMS in a pending status for CVB staff approval and/or necessary edits before publishing to the website.

- b. **Partner Listing Administration**  
The site will have administration capabilities to add all Destination events and partners. It should be integrated with the calendar of events, interactive mapping and the itinerary builder.
- c. **Microsite Builder**  
The site should be equipped to build microsites for various partners and incoming convention planners one day events or week long festivals. The microsites should be searchable, and incorporate information from all website elements including partner data, calendar of events, mapping and special offers.
- d. **Special Offers**  
The site will have a Special Offers module that will allow partners and CVB staff to quickly and easily add, update or delete special offers.
- e. **Trip Planner/Itinerary Builder**  
The new site should include a shopping-cart style custom trip planner/itinerary builder database with the ability for users to customize their travel plans and return several times to the site to modify the plans. The trip planner/itinerary builder ideally would tie into a custom map function and use an optional survey and database capture system to view the options selected.
- f. **Virtual Visitors Guide/ Travel Planner**  
Include the option for making catalog-like virtual visitors guide page views of CVB's current printed Visitors Guide with options to download.
- g. **Virtual Tours**  
Virtual tours of 360 degrees navigational views should be available for select partners
- h. **Maps**  
Interactive mapping integration with Google Maps should be tied to all partner data and events.

- i. **Image Gallery**  
The site should include a gallery of photos and videos with the option to integrate with CVB Flickr and YouTube accounts. This gallery will show CVB approved images and integrate with Social Media channels, as well as provide the opportunity for the media to request high resolution images.
4. **Multiple Languages**  
The proposed website should be available in several languages or have a translation solution option
5. **Website Link Compatibility**  
All current website pages must be appropriately re-directed to the new website URLs to maintain external links in place and search engine weight they carry
6. **Search Functions**  
The site should have built-in advanced search capabilities that search through the entire database and all contents and provide anchors on the pages to target the search. The search function should also contain a database-capture system to enable monitoring of the words and phrases users are searching to better modify the site. The system should have an option to omit pages from the search function to keep specific pages hidden as desired. The search section will ignore common words.
7. **Search Engine Optimization**  
The site should be designed and built with SEO in mind and enabled both standard and customized SEO on all pages of the site. This should include key-words, page titles URLs and meta tags.
8. **Database Capture**  
Online forms will be powered by Simpleview CRM and all data captured from online forms must be inserted directly into the Simpleview CRM database
9. **Password Protection**  
Password protection is needed for certain areas of the site. The new site should include a custom automated username/password generator that SFCVB manually activates. The user name and password should be linked specifically to each applicant with their email as their username and a generic generated or user-defined password. SFCVB should have the option to disable to password at any given time. The password protection capability should be available to expand to other areas of the site as needed. For example, we would like the ability to create a "Partners Only"

section of the site that would only be accessible with a valid username and password. There should be one master administrator.

10. **Automated Keyword Listings**

The site should have a built-in function that automatically links pre-specified keywords within editorial sections to specific pages (i.e. if the editorial states: "Ballooning is a popular year-round sport." The word "Ballooning" will be automatically linked to a specific page with detailed information about ballooning.)
11. **Third Party Suppliers**

The website should be designed to work and adapt with third-party suppliers who mirror the site through their own hosts and provide additional functions for the website.
12. **Training**

Ample training will be provided by the vendor to insure appropriate SFCVB staff are skillfully adept at updating pages and functioning in the SFCMS.
13. **Website Design**

The website design agency must provide an analysis of the current website and how it would plan, redesign and redevelop the SFCVB's SantaFe.org website to attract visitors to Santa Fe. If no re-design is called for, explain why.
14. **Mobile Site Design and Management**

The website design agency must provide analysis of the current mobile site and how it would plan, redesign and redevelop the SFCVB's the mobile site to attract visitors to Santa Fe. If no re-design is called for, explain why.
15. **SPECIFIC FUNCTIONS AND FEATURES – EMAIL MARKETING SOFTWARE**
  - a. **Email Marketing**

Firm will detail experience in providing proactive and comprehensive direct response e-mail marketing programs applying e-newsletters, special e-promotions, e-mail blasts and other direct-to-consumer marketing applications appropriate for SFCVB's online marketing strategy. Minimum services should include but are not limited to planning, design, production, implementation, reporting, and analytics

of integrated programs for visitors, media, meeting planners and stakeholders. Programs must be designed to build the opt-in email database by effectively engaging those most likely to be continual sources of visitation and meeting/event bookings. Firm should provide examples of various types of e-mail campaigns conducted and related successes, and include information on SPAM filtering services and how Firm optimizes email delivery and open rates.

- b. **Interactive Mapping**  
Functionality for all partners and events with Google Maps integration
- c. **Robust Calendar of Events**  
Must allow for featured events on home page and integrate with partner data stored in Simpleview CRM as well as Google Maps.
- d. **Web analytics and SEO**  
Specialized with proven success in the destination marketing industry; SEO functions for optimal ROI; creation of web stats and reports on demand, includes tracking of website traffic.
- e. **Extranet**  
To allow partners to personalize and customize their own information as well as access partner benefits provided by the SFCVB and tracked in the Simpleview CRM; content sharing with partners; creative consistent with the main website
- f. **Tablet functionality**  
Website must be optimized for both tablet and mobile device use
- g. **Mobile functionality**  
Mobile site must be integrated with partner data stored in Simpleview CRM; access to mobile CMS for admin functions.
- h. **Paid Media**  
Has experience with proven success in the destination marketing industry; on-line ad tracking.
- i. **Social media integration**  
Ability to push out to social media and to track and analyze

results for SFCVB and SFCVB partners. Track partner mentions across all social media.

- j. **CMS**  
For managing content and digital assets that appear on the website including photography, video, pdfs, and any other files; web-based CMS tools use familiar menus and icons, simple forms and WYSIWYG editing layouts
- k. **Communication tools**  
Integrated design and mailing tool for newsletters, mass email.; must integrate with events tool to create weekly events email, include bounce management, stats and tracking
- l. **Web design**  
Focused on destination assets; compelling and evocative visual design
- m. **Navigation Structure**  
Restructuring of navigation to be user-friendly, appealing, and intuitive based upon industry knowledge of destination website user interaction and experience
- n. **Accessibility to Third Party Integrations**  
Ability to integrate seamlessly with preferred vendors for online booking engines, user reviews
- o. **Partner Marketing**  
Proven success with full service online advertising partnership providing CVB potential source of revenue
- p. **Consumer & Planner Tools**  
Modules and applications to serve specific target audiences and populate Simpleview CRM database (example – consumer data, RFP data)

## 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 \_\_\_\_\_dollars (\$\_\_\_\_\_) 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, \_\_\_\_\_, 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) 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: Jim Luttjohann  
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:

CONTRACTOR:

\_\_\_\_\_  
DAVID COSS, MAYOR

\_\_\_\_\_  
NAME & TITLE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS #  
City of Santa Fe Business  
Registration #

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

*Kelley A. Brennan for*  
\_\_\_\_\_  
KELLEY A. BRENNAN, INTERIM CITY ATTORNEY 1/22/14

APPROVED:

\_\_\_\_\_  
MARCOS A. TAPIA, DIRECTOR  
FINANCE DEPARTMENT

PSA/ /22108.

# Living Wage Ordinance

*Ordinance Number §28-1-28-1.12DSFCC 1987*

***Purpose:***

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

***Who it affects:***

- All profit and nonprofit businesses required to have a business license or business registration with the City of Santa Fe.

***Compliance:***

- Affected businesses are required to pay employees an hourly wage of \$10.66 effective March 1, 2014.
- 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 toward 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.
- Nonprofit 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 60 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 and 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 whom 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.

***For more information, please contact: Constituent Services at 505-955-6949 Email: [constituentservices@santafenm.gov](mailto:constituentservices@santafenm.gov)***