



THE CITY OF SANTA FE
ARTS COMMISSION

201 West Marcy Street
PO Box 909
Santa Fe, NM 87504-0909
505-955-6707

REQUEST FOR QUALIFICATIONS COLLABORATIVE ARTS MARKETING PROGRAM

INTRODUCTION

The Collaborative Arts Events Marketing Program is designed to develop citywide, multi-partner arts events for the purposes advertising, publicizing, and promoting tourist-related attractions, facilities and events, specifically as they relate to nonprofit art activities and nonprofit performing arts in Santa Fe. For the purpose of this program, collaborative arts marketing is defined as a complementing effort between two or more nonprofit arts organizations that is based on a common theme, art form, season/time of event, audience/desired audience, and/or geography. The marketing effort must be designed to attract audiences to visit multiple partner events, venues, attractions, etc. through a single cohesive brand. The collaborative effort should provide value to other business sectors such as galleries, hotels and restaurants through affiliated partnership opportunities.

Contract amounts issued under this RFQ will not exceed \$45,000. Multiple contracts may be issued. It is anticipated that contracts will be effective January 22, 2016. All services must be rendered by June 30, 2016.

ELIGIBILITY

Collaborative efforts must be based in nonprofit arts activities. At least two of the partners must meet the City of Santa Fe Arts Commission's eligibility guidelines of being a Santa Fe-based, IRS 501(c)3 arts organization, with a State of New Mexico Incorporation Certificate, City of Santa Fe business registration number and a two year operating history. Activities related to the collaborative must take place in the northern portion of Santa Fe county (i.e. Madrid/Galisteo to northern boundary of the county).

One eligible member of the collaborative must serve as contracting entity for the project. The organization will be required to enter into a City of Santa Fe Professional Services Agreement (Exhibit A), becoming legally responsible for completion of the project, submission of invoice and all reporting requirements. Serving as the contracting entity for this pilot program will not affect an organization's eligibility for other programs.

SCOPE OF THE WORK

Selected collaborative, through the contracting entity, will provide the following (see Exhibit A):

- All services as described in the written proposal submitted in response to this RFQ.
- Inclusion of City of Santa Fe Arts Commission logo on all advertising, promotion and publicity materials applicable to the project, including digital and online materials.
- Upon completion of these services, submit to the City a report of all activities undertaken including providing samples of marketing and promotional materials produced, number of impressions and value of promotion received, and an assessment of the successes, challenges and future opportunities related to the program.

SUBMISSION MATERIALS

- Letter of Interest (1 page) introducing the collaboration and identifying the contracting entity.
- Proposal Narrative (3 page max) addressing the following:
 - a. Description of the collaborative effort including key partners and their roles as well as a summary of activities, locations and dates.
 - b. Methods for creating partnership opportunities for other business sectors to participate and engaging the community.
- Marketing Plan (2 page max) demonstrating how a cohesive brand will be developed and marketed as well as how individual partners will support the brand
- Marketing Budget (1 page) identifying where City support is requested and stating total committed funds to date.

SELECTION PROCESS/CRITERIA

Request for Qualifications Issued	December 2, 2015
Deadline for Receipt of Responses	January 22, 2016, 5 PM MST
Presentation to Committee	February 1, 2016
Notice of Selection	February 9, 2016
Effective Date of Contract	February 29, 2016
Contract End Date	June 30, 2016

All dates subject to change.

Criteria

20 Points	Potential for the effort to advertise, publicize and promote nonprofit arts activities
20 Points	Strength of collaboration and evidence of strong complementary programs
20 Points	Evidence of an effective marketing plan that will attract audiences to visit multiple partner events
20 Points	Demonstrated opportunities for affiliated partnerships
20 Points	Proof of artistic quality/capacity

HOW TO APPLY

Deadline for submission of materials is 5 PM Mountain Standard Time on Thursday, January 22, 2016. This is a receipt deadline not a postmark deadline. Responses received after the deadline will be deemed ineligible.

Materials may be mailed to: City of Santa Fe Arts Commission, PO Box 909, Santa Fe, NM 87508

Hand-delivery or 3rd party carriers may be sent to: City of Santa Fe Arts Commission, 201 West Marcy Street, Santa Fe, NM 87508

Please direct all questions to Debra Garcia y Griego, Arts Commission Director, degarcia@santafenm.gov, 505-955-6707.

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

The Contractor shall provide the following services for the City of Santa Fe:

A. All services as described in Exhibit "A" attached hereto and incorporated by reference in response to City request for qualification issued on "_____".

B. Inclusion of City of Santa Fe Arts Commission logo on all advertising, promotion and publicity materials applicable to this Agreement including digital and online materials.

C. Upon completion of these services, submit to the City a report of all activities undertaken under this Agreement including providing samples of marketing and promotional materials produced, number of impressions and value of promotion received, and an assessment of the successes, challenges and future opportunities related to the program.

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 (\$), 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 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 the Contractor, whichever occurs last, and terminate on _____, unless sooner pursuant to Article 7 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

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

(2) 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 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:

Contractor:

Arts Commission
PO Box 909
Santa Fe, NM 87504-0909

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

CITY OF SANTA FE:

CONTRACTOR:

BRIAN K. SNYDER, CITY MANAGER

NAME & TITLE

DATE: _____

DATE: _____

CRS# _____
CITY OF SANTA FE BUSINESS
REGISTRATION# _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

22103.510340
BUSINESS UNIT/LINE ITEM

OSCAR RODRIGUEZ
FINANCE DIRECTOR

APPROVED:

KELLEY A. BRENNAN, CITY ATTORNEY

12/1/15

APPROVED AS TO FORM:

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