



**Deadline is  
August 26, 2016 @ 5 PM  
This is a receipt deadline**

THE CITY OF SANTA FE  
ARTS COMMISSION

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## **City of Santa Fe Request for Qualifications #17/01/RFQ Social Media Marketing Program**

The City of Santa Fe Arts Commission is seeking a contractor to provide a high-quality social media marketing services. Through this contract, the Arts Commission wishes to create a centralized hub for the promotion of arts and cultural events supported by the Lodgers' Tax for the Arts. It also wishes to increase knowledge of and participation in the Arts Commission's programs and services by residents as well as visitors. The contractor will manage the existing Facebook and Twitter as well recommend one additional social media platform to be created and managed. The Contractor will seek to increase the digital presence of the Arts Commission as well as research, manage, plan and implement the most effective methods of digital promotion.

The total contract amount available is up to \$12,000 (plus GRT).

### **Qualifications/Expertise**

The contractor/organization must possess the following qualifications and expertise:

- A minimum of two years' experience with social media marketing. Experience in the arts and cultural sector is a plus.
- Administrative experience and proven results to ensure implementation of the project; successful history of marketing organizations through social media; expertise in current and new trends/techniques in social media marketing; and proven responsibility to both investigate and recommend cogent social media campaigns.
- History of building and maintaining positive working relationships with clients to enhance the digital presence of their organizations, resulting in increased interest, presence and interaction on social media sites.
- Proven expertise in the recommendation, planning and implementation of customized social media marketing programs.

### **Contract Amount and Requirements**

Up to \$12,000 may be available for this contract. Effective dates of contract will be September 1, 2016 through June 30, 2017.

The selected contractor will be required to enter into a Professional Services Agreement with the City of Santa Fe (Exhibit A). In addition, contractor must have/obtain a city business license and New Mexico CRS number.

## Scope of Services

The contractor/organization will provide the following services to the City during the contract period:

1. Present a thorough social media marketing campaign utilizing the Arts Commission's existing Facebook and Twitter accounts that is based on current best practices leveraging several social media platforms. The program shall include:
  - i. Regular maintenance of social media presence to further: 1) the creation a centralized hub for the promotion of arts and cultural events supported by the Lodgers' Tax for the Arts; and 2) and increased knowledge of and participation in the Arts Commission's programs and services by residents as well as visitors.
  - ii. Generate social media posts to appeal to both general and specific audiences in the community
2. Research and recommend one additional social media platform for inclusion in the portfolio. Manage creation and implementation.
3. Maintain positive working partnerships and collaborations with Arts Commission, City and partners that foster wider distribution and greater digital presence.
4. Present quarterly reports to Arts Commission staff, offering quantified results and analysis to ensure continued refinement of social media marketing strategies.

## Evaluation

All qualifications will be evaluated based on the following criteria:

- 50% Experience and Knowledge: History of social media marketing programming; experience with arts and cultural sector organization; and existing relationships with professional networks in both the arts and cultural marketing sectors.
- 25% Administrative Skills: Qualifications of contractor/organization; proven effectiveness; and communication skills.
- 25% Fee Proposal: Cost to City; return on investment; and feasibility of program budget.

A committee consisting of members of the City of Santa Fe Arts Commissioners and staff will evaluate all eligible qualifications according to the criteria. Scores of the evaluation committee members will be totaled to determine the top rated firms.

Interviews may be conducted with one to three of the top-rated firms. The totaled scores of the evaluation committee members from the interview evaluations will determine the final top-rated firm, unless other tangible extenuating circumstances are documented.

## Submittal Requirements

- One-page cover letter summarizing the contractor's interest in the contract, experience and qualifications, and the proposed program methodology.
- Maximum five-page narrative addressing the following:
  - Qualifications of individuals responsible for implementation of the contract
  - Outline of approach to work
- Fee proposal
- Three professional references in support of contractor's qualifications.

**Submission Information**

All interested contractors/organizations must submit a final proposal by 5 PM MST on Friday, August 26, 2016. This is the deadline for the receipt, not the postmark. Late proposals will not be accepted.

Mail to City of Santa Fe Arts Commission, PO Box 909, Santa Fe, NM 87504-0909 ATTN: Social Marketing Program RFQ. Or, for hand-delivery or 3<sup>rd</sup> party carriers (UPS, Fed-Ex, etc.), direct to City of Santa Fe Arts Commission, 201 West Marcy Street, Santa Fe, NM 87501.

**For more information contact**

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Director, City of Santa Fe Arts Commission  
505.955.6707  
degarcia@santafenm.gov

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:

A. Present a thorough social media marketing campaign utilizing the Arts Commission's existing Facebook and Twitter accounts that is based on current best practices leveraging social media platforms. The program shall include:

- i. Regular maintenance of social media presence to further:
  - a. the creation of a centralized hub for the promotion of arts and cultural events supported by the Lodgers' Tax for the Arts; and
  - b. increased knowledge of and participation in the Arts Commission's programs and services by residents as well as visitors
- ii. Generate social media posts to appeal to both general and specific audiences in the community.

B. Research and recommend one additional social media platform for inclusion in the portfolio. Manage creation and implementation.

C. Maintain positive working partnerships and collaborations with Arts Commission, City and partners that foster wider distribution and greater digital presence.

D. Present quarterly reports to Arts Commission staff, offering quantified results and analysis to ensure continued refinement of social media marketing strategies.

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, approval and acceptance 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 shall terminate on June 30, 2017 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor 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 based upon hourly rates and expenses, 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 Agreement.

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:

