CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

Mobile Application Development

RFP #18/04/P

PROPOSAL DUE:

September 15, 2017
2:00 P.M.
PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD
BUILDING “H”
SANTA FE, NM 87505
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Attachments:  
  1. Instructions Relating to Local Preference Certification Form  
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  5. Minimum Wage Ordinance
REQUEST FOR PROPOSALS

PROPOSAL NUMBER '18/04/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 PM local prevailing time, September 15, 2017. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

Mobile Application Development

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.

[Signature]
Robert Redarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 08/14/17
To be published on: 08/17/17

Received by the Albuquerque Journal Newspaper on: 08/14/17
To be published on: 08/17/17
# PROPOSAL SCHEDULE

**RFP # ‘18/04/P**

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<th>Event Description</th>
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<tbody>
<tr>
<td>1.</td>
<td>Advertisement</td>
<td>August 17, 2017</td>
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<td>2.</td>
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<td>September 15, 2017</td>
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<td>Local prevailing time.</td>
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<td>Santa Fe, NM, 87505</td>
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<td>(505) 955-5711</td>
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<td>4.</td>
<td>Evaluation of proposals</td>
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<td>5.</td>
<td>Interviews</td>
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**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 one electronic and five copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 pm local prevailing time, September 15, 2017.

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: ‘18/04/P
Title of the proposal: Mobile Application Development
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 President's 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.
STATEMENT OF WORK
‘18/04/P

The purpose of this Request for Proposal is to invite prospective mobile application developers to submit a proposal to design, develop and deploy an iOS iPhone and Android-compatible application(s).

Included in the RFP is the development of two distinct mobile applications:

Application #1: TOURISM Santa Fe seeks a wayfinding tool. The app should serve as a useful and valuable tool for Santa Fe visitors and residents to discover and easily locate Santa Fe businesses. The app should reflect the TOURISM Santa Fe brand.

Application #2: The City of Santa Fe Arts Commission seeks a tool to allow Santa Fe visitors and residents to participate in the existing Summer Youth Culture Passport on a mobile platform. The app should reflect the Summer Youth Culture Passport brand.

Proponents are invited to submit proposals for one or both applications per the submittal requirements below. Multiple contracts may be awarded from this RFP. The contract may be for up to four years including initial design, development and deployment, then annual updates/maintenance of the mobile application(s).

Proponents must provide proof of current City of Santa Business Registration, New Mexico CRS number and applicable insurances (see sample contract).

MOBILE APPLICATION SPECIFICATIONS AND REQUIREMENTS

Application #1: TOURISM Santa Fe
The application to be developed for TOURISM Santa Fe must meet the following specifications and requirements:

1. Price to download
   Free download in Apple and Android stores

2. List and Map with Business Listings and Directions
   a. Design a list feed and map allowing users to view the list of businesses that are closest to their current location. Users can view in either a list or map view.
   b. Users should have the ability to set the map view to various distances from their location (e.g. 1 block, 1 mile, 5 miles, 20 miles, citywide, statewide and worldwide)
c. Include map with interactive, end-route directions from current location (similar to how Google Maps works)

d. Sync and pull existing business listing information and business listing image from santafe.org feed to update automatically (daily, at minimum)

e. The app must be able to accommodate up to 1,000 business listings.

f. The business listing will include: business name, address, description, image, phone, URL

3. Search & Filter Tool

Search Tool: Ability to search all of the content in the platform (e.g. name of restaurant, street name, amenities, etc).

Filter & Sort: Ability to filter and sort the feed by all categories and sub-categories currently on santafe.org—filters must match the business listing categories on santafe.org, including but not limited to the following examples:

- Accommodations: Hotel, Bed & Breakfast, Resorts, pool, pet-friendly
- Dining: New Mexican, Italian, French, pet-friendly, outdoor dining, free Wifi
- Shop: Jewelry, clothing, furniture
- Gallery: Fine Art, sculpture, photography

Advanced filtering system with up to 150 category types (see above for examples)

4. Login Authentication

a. Users to login to the app using their Facebook account, email or phone

b. Users must provide zip code one-time upon first login

5. Itinerary Builder

a. Allow users to save a list of content (places to visit and things to do) throughout the app

6. Push Notifications for TOURISM Santa Fe (TSF)

a. Ability for TSF to promote events or specials to app users

b. Messages to be viewed in an inbox setting within the app

7. Paid Push Notifications for Santa Fe businesses

a. Businesses who want to pay for a push notification must be able to login, pay and add their own specials to push to users through a data management console for businesses
b. When a user wants to redeem a special, an in-app coupon will be generated and that’s what users will present the business in order to redeem the special

c. E-Commerce: Develop secure method to accept credit card payments from businesses who want to pay to send push notifications.

8. Geo-fencing
   a. TSF and businesses who pay for push notifications should be able to segment messages to visitors based on their physical locations

9. Content Sharing and other in-app communications
   a. App users to share their experiences with local businesses on personal social networks (e.g. Facebook and Twitter), phone (text/iMessage) or email.
      i. When sharing on Facebook, include the ability to show that the post was shared for the Santa Fe City App with a link to the app store.
      ii. Ability for users to invite their contacts—via mobile phone, email and social media to download the app.

10. Integration of TOURISM Santa Fe Website, Santa Fe Network and Social Media Channels
    a. Include links to santafe.org, Santa Fe Network (https://santafenetwork.tv/), and TOURISM Santa Fe social media channels (Facebook, Instagram, Twitter, Pinterest, YouTube)

11. Data Management Console & Reporting
    a. An easy to use, web-based console for TSF staff and businesses to update content and schedule push notifications
    b. Ability to pull reports and data including, but not limited to: # of downloads, user data, interaction rates, paid push notifications

12. Supported Devices:
    a. The application must be supported by iPhone & iPad/iOS and Android Phone & Tables

13. Hosting and Service
    a. Service provider must provide hosting and service for the platform.

14. Support and Maintenance
    a. Service provider to manage the process (end-to-end) for uploading the app to the various app stores upon launch and making any requested changes needed for approval
b. Regular maintenance to fix bugs, improve features and stay relevant with new technologies (i.e. updates to operating systems like Apple’s iOS and Google’s Android or changes in screen size)
c. Provide technical support to TSF staff and businesses who purchase paid push notifications

15. Logout and Privacy Policy
   a. Ability for users to logout, rate the app, and send TOURISM Santa Fe feedback
   b. App developer to provide privacy policy to include upon logout

16. Optional Features (to be priced out separately)
   a. Offline Access
      - Allow users to access all of the content within the app with no internet connection, offering a consistent experience no matter the environment
   b. Event Calendar
      - Sync the event calendar from santafe.org feed
   c. Reviews and ratings
      - Ability for users to review and rate a businesses

**Application #2: Summer Youth Culture Passport**
The application to be developed for the Summer Youth Culture Passport must meet the following specifications and requirements:

1. Feed and Map with Listing/Profile and Directions
   Design a feed and map allowing users to view participating Summer Youth Culture Passport venues closest to their current location.
   **Map:**
   a. Users should have the ability to set the map view to various distances from their location (e.g. 1 block, 1 miles, 5 miles, 20 miles, citywide, statewide, and worldwide).
   b. Map should have the ability for users to tap on the participating venue location on the map and a pop-up will appear with a link to view the listing information as outlined below, as well as a link with directions to the participating venues
   c. Listing/Profile: The listing or profile for each participating venue could include the following information (final field codes will be determined during the design phase).
Venue Information:

a. Photo of Venue  
b. Name of Venue  
c. Description of Venue  
d. Address  
e. Phone  
f. Hours  
g. Website URL  
h. Links to their social media networks

Offer Information:

1. Name/Description of Offer  
2. Offer Details

2. Price to download  
   Free to download in Apple and Android stores.

Login & User Profiles  
Users must be able to login to the application with a phone number, email and/or through their Facebook account.

Upon login, users to be shown instructions on how the Summer Youth Culture Passport program works, how to earn prizes, where to redeem prizes, restrictions, etc., possibly through a guided tour of the app.

3. QR Code Scanner & Virtual Passport Stamp  
Develop a QR code scanner within the platform allowing the participating venues to scan their unique QR codes when a user requests the offer.

Provide and manage the QR codes for each participating venue:

a. Development of the virtual passport stamp must include the following functions and restrictions:  
b. Allow a single adult to collect multiple offers for children, if allowed under the terms and conditions of the venue’s offer.  
c. Once the virtual stamp has been earned by the user, the listing for the participating establishment will tagged with an “I’ve earned my stamp here” feature.
4. **QR Codes for Transfer of paper Passports**
   City of Santa Fe Arts Commission staff must have the ability to transfer the earned stamps from a user’s paper passport to the platform using virtual passport stamps.

   Arts Commission will need to be provided QR codes for each participating establishment.

5. **Tracking User Progress**
   Ability to track the progress of the virtual stamps earned by users.

   When prize tiers (to be determined during design) are met, a popup or push notification message stating “Congratulations! You’ve earned (X) stamps redeem your prize at the Community Gallery” will appear.

6. **Prize Redemption**
   Upon earning the defined number of prize tier virtual stamps, users will be notified with a popup or push notification and asked to complete a form for prize redemption.

   When a user picks up their prize at the Community Gallery, staff will scan the corresponding QR code created for each prize tier and redeem the prize.
   a. Upon collecting prizes for each tier, users will automatically be entered into the end of summer grand prize drawing.

7. **Prize Redemption Form/Grand Prize Entry**
   The Form will include the following fields:
   a. Name
   b. Mailing Address
   c. Email
   d. Phone

8. **Search & Filter Tool**
   Ability to search all of the content in the platform (e.g. type of offer, name of participating establishment)

9. **Integration with Website/Social Media**
   Ability to include links to santafeartscommission.org and City of Santa Fe Arts Commission social media channels (Facebook, Instagram, Twitter, Pinterest, YouTube)
10. **Supported Devices**  
The application must be supported by iPhone/iOS and Android.

11. **Hosting and Updates**  
Service provider must provide hosting and service for the platform.

12. **Logout and Privacy Policy**  
Ability for users to logout, rate the app, and send Arts Commission feedback  

App developer to provide privacy policy to include upon logout

13. **Reporting**  
Participating Venues:  
a. # of Virtual Stamps issued

User information:  
a. Name  
b. City/State/Zip  
c. Email  
d. # of virtual stamps earned

Prize Recipient/Drawing Entries:  
a. Name  
b. Street Address, City/State/Zip  
c. How many virtual stamps earned  
d. Prize redeemed

General Information:  
a. Total number of downloads  
b. Total number of virtual stamps earned  
c. Total number of prizes redeemed  
d. Total number of grand prize entries received

14. **Data Management System**  
A web-based system is needed for Arts Commission staff to manage the app information internally. The system should be able to provide the following functions:  
a. Add or remove participating venues at any time.  
b. Provide the Reporting metrics listed above  
c. Manage the manual transfer of paper Passports to the app (this feature may not be necessary, depending on how the platform is developed)
SCOPE OF THE WORK

The selected contractor shall provide the following services for the City:

1. Provide all services necessary to develop, take live and maintain the mobile application(s) described in proposal received in response to this RFP.
2. Present annual training to City staff related to functionality, user interface, owner updates, data transfer and reporting for the mobile application(s).
3. Supply annual hosting, updating and maintenance for the mobile application(s) over the three-year contract period.
4. Contractor shall retain all intellectual property rights relating to the mobile application(s) platform and functionality. The City shall retain all intellectual property rights related to mobile application(s) content and program branding. The City expressly reserves the right to develop, promote and provide similar mobile application(s) with other vendors during and after the term of this agreement.

SUBMITTAL REQUIREMENTS

All costs associated to develop and submit proposal are to be borne by the proponent. All selection decisions will be final and are the sole discretion of the City of Santa Fe.

Proponents shall include the following information:

1. Description of company submitting the proposal.
2. Experience in developing and implementing the same, or similar, projects as described in the Scope of Work.
3. Biographies of company principals and/or leadership as well key personnel who will be directly involved in the creation and administering of the project.
4. List of previously developed similar mobile applications, highlighting the company’s ability to deliver the functionality required.
5. Past client references.
6. For each mobile application (proponents may respond to one or both apps outlined above):
   a. Preliminary project management schedule outlining the development, implementation and conclusion of the project.
   b. Project budget specifying the costs associated with developing and implementing the project as well as preliminary payment schedule.

SELECTION PROCESS

A committee composed of representative selected by the City of Santa Fe will evaluate the proposals received. The committee will evaluate statements of qualification and past performance data submitted by the proponent and may conduct interviews based upon evaluation factors listed below related to their qualifications, project approach and ability to provide the services required.
EVALUATION CRITERIA & WEIGHTED VALUES

30%  Project proposal, timeline and ability to meet project scope  
25%  Proponent’s expertise  
25%  Strength of past projects  
20%  Project budget/cost to City  

SELECTION COMMITTEE

Randy Randall, Executive Director, TOURISM Santa Fe or Representative  
Debra Garcia y Griego, Director, Arts Commission or Representative  
Cynthia Delgado, Marketing Director, TOURISM Santa Fe or Representative  
Jackie Camborde, Arts Services Coordinator, Arts Commission or Representative  
Robert Rodarte, Purchasing Officer, Purchasing or Representative  

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, those scores totaled form the evaluation committee members following the interview evaluation will determine the top-rated firm, unless other tangible extenuating circumstances are document. The same evaluation form will be used for interview scores.
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.
LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: ____________________________________________

Business Name: _________________________________________

Principal Office: _________________________________________

Street Address               City             State             Zip Code

City of Santa Fe Business License #__________________ (Attach Copy to this Form)

Date Principal Office was established: _________________ (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: ______________________

Printed Name: _________________________________________

Title: ______________________ Date: _____________

Subscribed and sworn before me by_______________       this____, day of _____________

My commission expires_________   Notary Public

YOU MUST RETURN THIS FORM WITH YOU OFFER
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:
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. Provide all services necessary to develop, take live and maintain the mobile application(s) described in Exhibit “A,” attached hereto, and incorporated by reference in response to RFP # ‘18/1P.

B. Present annual training to City staff related to functionality, user interface, owner updates, data transfer and reporting for the mobile application(s).

C. Supply annual hosting, updating and maintenance for the mobile application(s) over the four (4) year contract period.

D. Contractor shall retain all intellectual property rights relating to the mobile application(s) platform and functionality. The City shall retain all intellectual property rights related to mobile application(s) content and program branding. The City expressly reserves the right to develop, promote and provide similar mobile application(s) with other vendors during and after the term of this agreement.

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 ___________________($__________), plus applicable gross receipts taxes. Payment shall be made for services actually rendered.

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 October 31, 2021 unless sooner pursuant to Article 6 below.
6. **TERMINATION**

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

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

      (2) If compensation is not based upon hourly rates for services rendered, 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.

      (3) If 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
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:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:  

CONTRACTOR:

JAVIER M. GONZALES, MAYOR  

NAME AND TITLE

DATE:________________________  

DATE:________________________

CRS#________________________  

City of Santa Fe Business 

Registration # ________________

ATTEST:

__________________________________

YOLANDA Y. VIGIL  

CITY CLERK

APPROVED AS TO FORM:

__________________________________  8/10

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

Business Unit Line Item
PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2017 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

$11.09
PER HOUR

Santa Fe's Living Wage
The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
The March Living Wage increase corresponds to the increase in the Consumer Price
Index (CPI).
All employers required to have a business license or registration from the City of Santa
Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked
within the Santa Fe city limits.

Who is Required to Pay the Living Wage?
The City to all full-time permanent workers employed by the City;
Contractors for the City, that have a contract requiring the performance of a service but
excluding purchases of goods;
Businesses receiving assistance relating to economic development in the form of grants,
subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand
dollars ($25,000) for the duration of the City grant or subsidy;
Businesses required to have a business license or registration from the City; and
Nonprofit organizations, except for those whose primary source of funds is from Medi-
caid waivers.
For workers who customarily receive more than one hundred dollars ($100) per month in
tips or commissions, any tips or commissions received and retained by a worker shall
be counted as wages and credited towards satisfaction of the Living 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.

More Information, including the Living Wage Ordinance, is available at
http://www.santafenm.gov
(Click on Hot Topics/Living Wage)