

# City of Albuquerque

## Request for Proposals

**Solicitation Number: RFP-2020-058-DED-IC**

**Regenerating Rt. 66 Marketing Program**  
**June 11, 2020**



**Deadline for Receipt of Proposals: [July 13, 2020 4:00 p.m. \(Mountain Time\)](#)**

**The City eProcurement System will not allow Proposals to be submitted after this date and time.**

**City of Albuquerque  
Department of Finance and Administrative Services**

**Purchasing Division**

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## INTRODUCTION

The City of Albuquerque Economic Development Department is seeking a qualified marketing firm to develop and implement a comprehensive, multifaceted marketing plan promoting Albuquerque's Central Avenue as a destination for commerce and business activity. The campaign would target both local residents and visitors from outside the Albuquerque MSA and state of New Mexico. The marketing plan will emphasize that increased consumer spending and support is necessary to save the "main street", locally-owned, small businesses and jobs that are in danger of disappearing permanently as a result of the COVID -19 pandemic.

The intent of this Request for Proposals (RFP) is to identify and select an experienced marketing firm in destination marketing strategies, which will be responsible for a 14 mile stretch of Central Ave. between Unser Blvd. and Tramway Blvd. For the purpose of this RFP, the Central Avenue "corridor" is defined as the .25 mile area on either side on Central Avenue along the entirety of the 14 mile stretch. The selected marketing firm will be tasked with not only developing a marketing plan that will drive businesses to the corridor during phased re-opening, promoting methods for a safe, economic recovery period, but also reversing negative public perception of Central Avenue.

**PART 1**  
**INSTRUCTIONS TO OFFERORS**

**1.1 RFP Number and Title:** RFP-2020-058-DED-IC “Regenerating Rt. 66 Marketing Program”

**1.2 Proposal Due Date: July 13, 2020- NLT 4:00 PM (Local Time)**

The time and date Proposals are due shall be strictly observed.

**1.2.2 Non-Mandatory Pre-Proposal Conference:** A Pre-Proposal Conference will not be held.

**1.3 Purchasing Division:** This Request for Proposals (“RFP”) is issued on behalf of the City of Albuquerque by its Purchasing Division, which is the **sole point of contact** during the entire procurement process.

**1.4 Authority:** Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, (“Public Purchases Ordinance”). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this Public Purchases Ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this Public Purchases Ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

**1.5 Acceptance of Proposal:** Acceptance of Proposal is contingent upon Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the following:

**1.5.1 City Public Purchases Ordinance**

**1.5.2 City Purchasing Rules and Regulations:** These Rules and Regulations (“Regulations”) are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

**1.5.3 Civil Rights Compliance:** Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and

resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Office.

**1.5.4 Americans with Disabilities Act Compliance:** The Offeror certifies and agrees, by submittal of its Proposal, to comply and act in accordance with all applicable provisions of the Americans With Disabilities Act of 1990 and federal regulations promulgated thereunder.

**1.5.5 Insurance and Bonding Compliance:** Acceptance of Proposal is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your Proposal and bonds as required.

**1.5.6 Ethics:**

**1.5.6.1 Fair Dealing.** The Offeror warrants that its Proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

**1.5.6.2 Conflict of Interest.** The Offeror 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 the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

**1.5.7 Participation/Offeror Preparation:** The Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its Proposal or in the management of its business if awarded the contract resulting from this RFP.

**1.5.8 Debarment or Ineligibility Compliance:** By submitting its Proposal in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

Any Proposal received from an Offeror that is, at the time of submitting its Proposal or prior

to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (“Contractor”), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause in accordance with the terms of said contract.

**1.5.9 Goods Produced Under Decent Working Conditions:** It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its Proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines “under decent working conditions” as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

**1.5.10 Graffiti Free:** When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are graffiti-free. Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

**1.6 City Contact:** The sole point of contact for this RFP is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing representative unless otherwise specified in the solicitation. Offerors who fail to abide by this instruction may be deemed nonresponsive.

- Iris Cordova, Assistant Procurement Officer, Department of Finance and Administrative Services, Purchasing Division
- Phone: (505) 768-3333 or E-Mail: [icordova@cabq.gov](mailto:icordova@cabq.gov)
- Post Office Box 1293, Albuquerque, New Mexico 87103

**1.7 Contract Management:** The contract resulting from this RFP will be managed by the Economic Development Department.

**1.8 Clarification:** Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be requested in writing not less than ten (10) working days prior to the deadline for the receipt of Proposals to allow sufficient time for a reply to reach all Offerors before the submission of their Proposals. No extension of time will be granted based on submission

of inquiries subsequent to the required date nor will such inquiries be answered. All inquiries must be directed to the Purchasing Division as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. Purchasing shall prepare answers to questions in the form of Addenda to this RFP and shall post all such Addenda to the online eProcurement System.

**1.9 Submission of Proposals.** The Offeror's sealed Proposal must be submitted **electronically** through the eProcurement system pursuant to the following requirements:

**1.9.1 Electronic Copy.** Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at <https://cabq.bonfirehub.com/portal/?tab=openOpportunities>. Please allow a minimum of 24 hours to submit your proposal. If you do not have a username and password, please register as this is the only method to submit electronically on the Bonfire portal. Please note the City has a new eProcurement System as of September 16, 2019; please make sure to register on the new system in order to receive notices and submit a response to a bid or proposal. For assistance, please contact [support@gobonfire.com](mailto:support@gobonfire.com).

**1.9.2 Format.** Each file uploaded to the eProcurement System shall be in Optical Character Recognition (OCR) searchable PDF format unless otherwise indicated. Do not encrypt files and do not password protect the documents submitted.

**1.9.3 ALL PROPOSALS MUST BE RECEIVED BY THE CITY PURCHASING DIVISION AS SPECIFIED HEREIN. FAILURE TO COMPLY WITH THE SUBMISSION REQUIREMENTS SHALL BE CAUSE FOR THE CITY TO DEEM YOUR PROPOSAL NONRESPONSIVE.**

**1.9.4 No other methods of Proposal delivery.** Neither telephone, facsimile, nor telegraphic Proposals shall be accepted.

**1.9.5 Modification.** Proposals may be modified or withdrawn only by written notice, provided such notice is received prior to the Proposal Due Date.

**1.9.6 Receipt of Proposals.** The only acceptable evidence to establish the time of receipt of Proposals by City Purchasing Office is the time-date stamp of the EProcurement System.

**1.9.7 Acknowledgment of Addenda to the Request for Proposals.** Receipt of Addenda to this RFP by an Offeror must be acknowledged a) by signing and returning the Addenda, or b) by letter. Such acknowledgment must be submitted with the Proposal. **Failure to submit such acknowledgment may be cause for the City to deem your Proposal nonresponsive.**

**1.10 Modifications to Scope of Services:** In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

**1.11 Draft Agreement:** A copy of the Draft Agreement to be entered into is included in the RFP. The Offeror certifies that it accepts the terms and conditions of the Draft Agreement, or has noted exceptions in its response. The City’s receipt of exceptions in a response is not an acceptance of any requested changes to the Draft Agreement. The Draft Agreement may differ from the final Agreement.

**1.12 Contract Term:** The contract resulting from this solicitation is anticipated to have a term of up to three years, including maintenance and support if applicable.

**1.13 Evaluation Period:** The City reserves the right to analyze, examine and interpret any Proposal for a period of ninety (90) days after the hour and date specified for the receipt of Proposals. The City reserves the right to extend the evaluation period if it feels, in its sole discretion, such an extension would be in the best interest of the City.

**1.14 Evaluation Assistance:** The City, in evaluating Proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

**1.15 Rejection and Waiver:** The City reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received.

**1.16 Award of Contract:**

**1.16.1 When Award Occurs:** Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

**1.16.2 Award:** If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose Proposal conforming to this RFP will be most advantageous to the City as set forth in the Evaluation Criteria.

**1.17 Cancellation:** This RFP may be canceled for any reasons and any and all Proposals may be rejected in whole or in part when it is in the best interests of the City.

**1.18 Negotiations:** Negotiations may be conducted with the Offeror(s) recommended for award of contract.

**1.19 City-Furnished Property:** No material, labor, or facilities will be furnished by the City unless otherwise provided for in this RFP.

**1.20 Proprietary Data:**

**1.20.1** The file and any documents relating to this RFP, including the Proposals submitted by Offerors, shall be open to public inspection after the recommendation of award of a contract has



been approved by the Mayor, or his designee. An Offeror may designate material as Trade Secrets, Proprietary Data, and/or other Confidential Data by clearly marking that material as “Trade Secret”, “Proprietary Data”, or “Confidential Data” within the Proposal submitted (uploaded) in response to this RFP. **Pricing and makes and models or catalog numbers of items offered, delivery terms, and terms of payment shall not be so designated. Further, any Proposal in which a majority of pages are designated as Trade Secret, Proprietary Data, or Confidential Data may be deemed nonresponsive.**

**1.20.2** The City will endeavor to restrict distribution of material designated as “Trade Secret”, “Proprietary Data”, or “Confidential Data” and provided separately to only those individuals involved in the review and analysis of the Proposals. However, Offerors are advised that, if a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) (“Act”) is received for such materials, and they are not exempt under the Act, the City is required to disclose those records. The City shall, to the extent possible under the Act, provide the Offeror with notice before any disclosure to allow the Offeror an opportunity, within the Act’s fifteen (15) day deadline, to initiate legal action (such as an injunction or other judicial remedy) to prevent the release of Trade Secret, Proprietary Data, or Confidential Data, should the Offeror wish to do so. **Notwithstanding anything to the contrary herein, the City shall not be responsible to the Offeror for any disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over the City.**

**1.21 Preferences:** Preferences may be available under the City of Albuquerque Public Purchases Ordinance for this procurement. See Part 5 of this RFP for additional information. **NO PREFERENCES ARE AVAILABLE FOR ANY SOLICITATION FOR WHICH ALL OR A PART OF THE FUNDS USED ARE FROM FEDERAL GRANT SOURCES.**

**1.22 Request for Proposals Protest Process:**

**1.22.1 When:** If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10<sup>th</sup>) business day prior to the deadline for the receipt of Proposals.

**1.22.2 Recommendation of Award:** If the protest concerns other matters relating to this solicitation, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10<sup>th</sup>) business day after the receipt of notice of the Recommendation of Award.

**1.22.3 Timely Protests:** Protests must be received by the Chief Procurement Officer prior to the appropriate deadline as set out herein, or they will not be considered valid. The Chief Procurement Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

**1.22.4 How to File:** Any Offeror who is aggrieved in connection with a competitive solicitation or recommendation of award of a contract may protest to the City Chief Procurement Officer. The protest shall be addressed to the Chief Procurement Officer, must be submitted in written form and must be legible. Protests may be electronically via email or mailed. Facsimile, telephonic or telegraphic protests will not be accepted.

**1.22.5 Required Information:** The protest shall contain at a minimum the following;

- The name and address of the protesting party;
- The number of the competitive solicitation;
- A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;
- Details concerning the facts, which support the protest;
- Attachments of any written evidence available to substantiate the claims of the protest; and
- A statement specifying the ruling requested.

**1.22.6 Address Letters and Envelopes as Follows:**

- City of Albuquerque RFP Number
- Purchasing Division PROTEST
- Attn: Chief Procurement Officer

By Mail:

PO Box 1293  
Albuquerque, New Mexico 87103

In response to the COVID-19 pandemic the City will accept Protests via email during this period:

Jennifer Bradley, Chief Procurement Officer  
[jlbradley@cabq.gov](mailto:jlbradley@cabq.gov)

The message should clearly indicate “PROTEST” and the solicitation number in the subject line.

**1.22.7 Protest Response by Chief Procurement Officer:** The Chief Procurement Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Chief Procurement Officer.

**1.22.8 Protest Hearing:** If a hearing is requested, the request must be included in the protest and received within the time limit. The filing fee of twenty dollars (\$20.00) must

accompany the request for hearing. Only the issues outlined in the protest will be considered by the Chief Procurement Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Chief Procurement Officer following review of the request.

**1.23 Insurance:**

**1.23.1 General Conditions:** The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City as well as the rider or endorsement showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers’ compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.

**1.23.2 Approval of Insurance:** Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) are filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

**1.23.3 Coverage Required:** The kinds and amounts of insurance required are as follows:

**1.23.3.1 Commercial General Liability Insurance.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

**1.23.3.2 Automobile Liability Insurance.** A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

**1.23.3.3 Workers' Compensation Insurance.** Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

**1.23.4 Increased Limits:** During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

**1.23.5 Additional Insurance:** The City may, as a condition of award of a contract, require a successful Offeror to carry additional types of insurance. The type and limit of additional insurance is dependent upon the type of services provided via the contract by the successful Offeror.

**1.24 Pay Equity Documentation.** All Proposals shall include a Pay Equity Reporting Form which can be accessed at <https://www.cabq.gov/gender-pay-equity-initiative> or in the Solicitation Instructions. Offerors who believe they are exempt because they are an out-of-state contractor that has no facilities and no employees working in New Mexico are not required to report data, but **must** check the box verifying their status on the Pay Equity Reporting Form. Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31 (A). NOTE: THE PAY EQUITY FORM REQUIRED BY THIS PROVISION IS NOT A PAY EQUITY CERTIFICATE, NOR DOES IT QUALIFY YOU FOR THE PAY EQUITY PREFERENCE. TO OBTAIN A PAY EQUITY PREFERENCE CERTIFICATE, PLEASE CONTACT THE WOMEN'S PAY EQUITY TASK FORCE BY TELEPHONE: (505) 768-3512 OR ELECTRONIC MAIL: [oei@cabq.gov](mailto:oei@cabq.gov).

## **PART 2 PROPOSAL FORMAT**

### **2.1 Technical Proposal Format (Maximum page limit shall not exceed 50 pages), Section One**

**2.1.1 Offeror Identification:** State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified in a similar manner. Include name, email address and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the terms and conditions of the Draft Agreement; state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

#### **2.1.2 Experience:**

**2.1.2.1 Current Experience.** State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City.

**2.1.2.2 Past Experience.** Describe a minimum of three (3) projects of similar scope and size, which are now complete; state for whom the work was performed, year completed, and a letter of reference for each regarding the work. References must be for work performed within the past five (5) years. DO NOT use City employees or any City elected officials as a reference. Any proposal that includes City employees or elected officials as a reference will not be given consideration for experience when assigning evaluation points. State relevant experience with other municipalities or government entities.

**2.1.3 Proposed Approach to Tasks:** Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services. Use charts to illustrate the number of hours dedicated to each task and who will be performing each task [individual(s)/firm(s)]. Reference Appendix A, attached hereto, without stating the price structure.

**2.1.4 Management Summary:** Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to complete tasks.

### **2.2 Cost Proposal Format, Section Two**

**2.2.1 Total Cost:** Upload the required Cost Proposal (Appendix A) separately from your

technical Proposal.

**2.2.2 The Cost Proposal should, at a minimum, contain the following information:**

- The cost for the entire project broken down by the activities or steps shown on the project schedule.
- Estimated periodic billing to the City based on the cost of the deliverable items.
- Cost or pricing details should be shown by task. This might include, but is not limited to:
  - Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates are to include all overhead and profit.
  - Purchased materials, unit costs, and quantities.
  - Travel, lodging, and other direct expenses.
  - Subcontract costs if applicable, and additional consulting beyond the scope of the described tasks (if requested).

**2.2.3 Offerors should show detailed costs** by task listed in the specifications.

**2.2.4 All Costs:** All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other Proposals received. All costs should include any applicable gross receipts taxes. The Offeror should understand that the City will not pay for any amounts not included in the cost Proposal -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror.

**2.2.5 A cost proposal in the required** format is attached to this RFP as Exhibit A. Your response to this section will be used in performing a cost/price analysis. Do not include Exhibit A (or any cost) in your technical proposal. **Failure to keep all costs separate from the technical proposal shall result in the Offeror's proposal being deemed non-responsive.**

### **PART 3 SCOPE OF SERVICES**

Albuquerque's Central Avenue, part of historic U.S. Route 66, has for decades served as a major thoroughfare, tourist destination, and central point for economic development. Central Avenue offers visitors a rich and unique blend of boutiques, restaurants, bars, tattoo parlors, salons, galleries, and lodging, it evolved as the quintessential emblem of Albuquerque culture. Beyond its diverse lineup of local businesses, Central connects many neighborhoods and business districts along the corridor, including West Central, BioPark, Old Town, West Downtown, Downtown, EDo, Innovate ABQ, the University area, and Nob Hill.

As a result of the COVID-19 pandemic and the lasting negative effects due to the construction of the Albuquerque Rapid Transit project, visitation and business activity along the corridor has dramatically declined with a significant impact felt by local, small businesses. There are countless small businesses and the associated jobs at risk of permanently disappearing. Road and infrastructure changes were made to accommodate the transit system, increase pedestrian safety and improve lighting; creating traffic congestion and parking challenges. Many businesses along the route lost significant revenue during the construction. Just as the businesses began the process of recovering after the construction, the COVID-19 pandemic began. The COVID-19 related revenue loss has compounded the situation and created an immediate and dire need for intervention. Albuquerque's most notable and beloved main street is in danger of irreversible attrition.

In addition to a comprehensive investment in marketing and infrastructure, the City of Albuquerque has made efforts to curb crime along the corridor including increased police presence along Central, dedicating funds for bicycle officers, and opening of area substations. Still business owners are in need of support to let the public know that Route 66 is open for business.

#### **Qualification Overview**

The City of Albuquerque Economic Development Department is seeking a qualified marketing firm to develop and implement a comprehensive, multifaceted marketing plan promoting Albuquerque's Central Avenue as a destination for commerce and business activity.

A qualified marketing firm shall have a minimum five (5) years of experience in destination marketing and multi-media expertise.

The selected firm shall collaborate extensively with business owners, property owners, community groups and various stakeholders along the Central Corridor throughout development and implementation of the plan.

Those interested in submitting their proposal shall submit a company profile with project experience examples and bios of project team members, as well as a plan with extensive details and timelines of how the tasks will be accomplished.

## **Budget**

The City has dedicated \$500,000 to fund a Central Avenue business marketing campaign, “Regenerating Central Avenue.” The City is a home rule charter municipality and operates on a fiscal year basis, from July 1- June 30.

## **Goals**

The City desires the following outcomes with respect to this RFP:

- Increased consumer traffic along Central Avenue;
- Increased sales revenue among Central Avenue businesses;
- Increased revenues from Gross Receipts Tax, Lodgers’ Tax and Hospitality Fees as a result of a rise in visitation and tourism;
- Increased positive media coverage;
- Increased ridership on Albuquerque Rapid Transit and all Central Ave bus lines;
- A more vibrant, energetic, attractive street environment resulting from increased use of Central Avenue’s assets;
- Increased public perception and awareness of Central Avenue including businesses, events, amenities, safety, parking, etc.

### **3.1 Develop a Plan for a Regenerating Rt. 66 Marketing Campaign**

The Offeror’s Regenerating Rt. 66 plan will demonstrate a highly creative and targeted approach to educating the public about Central Avenue’s assets and attracting people to return to the corridor.

Efforts will encourage safe return to corridor; dispel negative perceptions of the corridor, especially related to crime and safety, ease of access, and amount of business activity; showcase both the history of the corridor and its future highlighting new business activity; create a positive, identifiable brand that accurately represents the route’s singular charm and magnetism, and that invites and entices people to return to Central Avenue again; highlight and promote the Route 66 experience; promote existing events; create new events specific to the marketing campaign; devise incentives to compel visitation; and develop strategies with business owners, property owners, community groups and various stakeholders along the Central Corridor throughout development and implementation of the plan in order to optimize the visitor experience. The Offeror’s plan will present Albuquerque’s Route 66 as a first-choice, premier destination for shopping, dining, socializing, relaxing, working, creating and entertaining on a regular basis. Additionally, the Offeror’s plan shall include specific, wide-ranging marketing of the City’s planned “Café & Restaurant Zones”. These zones along the corridor provide areas for



local food businesses to expand operations into City-owned Right of Way, such as sidewalks, to accommodate social distancing requirements.

Final decisions on strategy will be determined collaboratively with the City after the award of the contract to the successful Offeror. The plan should therefore be developed with fluidity. The Offeror's plan *may* include a combination of the following tactics, though proposers are encouraged to devise their own approach:

- Event planning engaging Central Avenue businesses
- Cadenced media strategy, both local and national
  - Tourism magazines, citywide, statewide, and national
  - Major newspapers, citywide, statewide, and national
  - TV morning shows/talk shows
  - Online blogs, travel sites
  - Airline publications
- Social media messaging
- Neighborhood roundtables
- Route 66 brand development
- Graphics
- Videos
- Advertising
- Visitor guides and collateral materials
- Tours
- Q&As/FAQs
- Digital assets (website, Instagram, Facebook, Twitter, stories, etc.)

### **3.2 Target Audiences**

The City seeks for the Offeror's campaign to reach two distinct audiences:

- Local residents, meaning all residents within a 50-mile radius of Albuquerque.
- Tourists, including New Mexico residents and people living outside the state.

### **3.3 Key Messages**

The City seeks to include components in the comprehensive strategy that will foster growth and vibrancy along Central Avenue by increasing awareness and accurate understanding of the multiplicity of opportunities and experiences possible for all ages, ethnicities, backgrounds and interests. In recognition of the City's focus on equity, inclusion and diversity, proposers should create a campaign that aligns with these qualities, developing messaging that includes accepting, welcoming language and visuals that portray our diversity.

### **3.4 Collaboration**

The Offeror shall form collaborative relationships among relevant community, business groups,

the local lodging industry, the City of Albuquerque, other government entities (e.g. New Mexico Tourism Department), and other local stakeholders, and include in the plan anticipated efforts and activity that engage those partnerships. As these relationships are established, the Offeror should seek additional collaborative opportunities such as matching grant funds for the campaign or cooperative advertising opportunities. The intent is to maximize impact of the campaign and to receive the greatest number of impressions

### **3.5 Performance Measurements**

The City seeks measurable results, and proposals must include a list of measurement criteria that the Offeror will track and record throughout the contract period. The Offeror will be prepared to provide metric updates on a monthly basis to the City’s Economic Development Department and be willing and able to make appropriate changes to the marketing plan and tactics as warranted.

### **3.6 Final Product:**

The City shall have access to all electronic images and design files including Adobe InDesign, Adobe Illustrator, Adobe Photoshop, and/or any other design files used to create the marketing materials. The City shall also have access to use the copy created to use in other formats as they deem necessary to keep messaging consistent. In addition, the City may also request access to digital media. The City will be the owner of any materials created on their behalf and can request copies of the native files as needed.

Offeror represents and warrants that any text, designs, and materials provided for the development of any marketing materials are supplied with the proper permission, that the marketing materials are original and do not and will not infringe on any existing copyrights, trademarks or other proprietary rights, and that to the best of the Offeror’s knowledge, the materials will contain no libelous or other unlawful matter. If awarded Offeror agrees to assign to the City all of right, title, interest, and ownership in the marketing materials created as a result of this project, including any and all copyrights in the United States and throughout the world. Offeror further represents and warrants that it has the authority to grant these rights.

{INTENTIONALLY LEFT BLANK}

## PART 4 EVALUATION OF PROPOSALS

**4.1 Selection Process.** The Mayor of Albuquerque shall name, for the purpose of evaluating the Proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial Proposals.

**4.2 Evaluation Criteria.** The following general criteria, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The Proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

### **4.2.1 Evaluation Factors:**

**300** --The Offeror's detailed plan with descriptive timelines to meet the objectives of each task, activity, etc. in the scope of work.

**300** -- Demonstrate the Offeror meets the requirement of 5 years of experience related to a project of similar size and scope and qualifications of the Offeror and personnel as shown on the company profile and staff bios to perform tasks described in Part 3, Scope of Services.

**300** -- Adequacy of proposed project management to include detailed performance measurements and resources to be utilized by the Offeror.

**100** -- Cost Proposal – The costs proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis.

**4.2.2 Cost/Price Factors:** The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending contract award.

**4.2.3 Cost Evaluation.** The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, Proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost Proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

**Part 5 - Notice of NO PREFERENCES  
or NO SMALL AND LOCAL BUSINESS PREFERENCE**

**RFP NO: RFP-2020-058-DED-IC “Regenerating Rt. 66 Marketing  
Program.”\_\_\_\_\_**

**NO PREFERENCES ARE AVAILABLE FOR THIS PROCUREMENT BECAUSE:**

- THIS PROCUREMENT IS FOR A FEDERAL AID CONSTRUCTION PROJECT, OR INVOLVES THE EXPENDITURE OF FEDERAL FUNDS.

**NO SMALL AND LOCAL BUSINESS PREFERENCES ARE AVAILABLE FOR THIS  
PROCUREMENT BECAUSE:**

- IT IS EXPECTED THAT THE PURCHASE OR CONCESSION CONTRACT RESULTING FROM THIS PROCUREMENT SHALL BE IN EXCESS OF \$5,000,000.

**PART 6  
DRAFT AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Albuquerque, New Mexico a municipal corporation, (“City”), and \_\_\_\_\_, (“Contractor”), a \_\_\_\_\_, whose address is \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the City issued a Request For Proposals for the \_\_\_\_\_ Department, P \_\_\_\_\_, titled “\_\_\_\_\_”, which is Exhibit A to this Agreement; and

**WHEREAS**, the Contractor submitted its Proposal, dated \_\_\_\_\_, in response to P \_\_\_\_\_, which Proposal is Exhibit B to this Agreement; and

**WHEREAS**, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

**NOW, THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

**1. Scope of Services.** The Contractor shall perform the following services (“Services”) in a satisfactory and proper manner, as determined by the City:

Provide **marketing services** to develop and implement a comprehensive, multifaceted marketing plan promoting Albuquerque’s Central Avenue as a destination and Albuquerque Rapid Transit (ART) as a way to access it, in accordance with Exhibit A as supplemented by Exhibit B. To the extent the Exhibits conflict with this Agreement, the terms of this Agreement shall govern.

**2. Time of Performance.** Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within \_\_\_\_\_ years of the date of execution of this Agreement. This Agreement may be extended for up to \_\_\_\_\_ additional one-year periods upon written agreement of the parties.

**3. Compensation and Method of Payment.**

**A. Compensation.** For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of \_\_\_\_\_

Dollars (\$\_\_\_\_\_), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

**B. Method of Payment.** Such amount shall be paid to the Contractor in installments, which include any applicable gross receipts taxes, as follows: TBD. Payments shall be made to the Contractor upon completion of each task, upon receipt by the City of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

**C. Appropriations.** Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**4. Independent Contractor.** The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

**5. Personnel.**

**A.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

**B.** All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

**C.** None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

**6. Indemnity.** The Contractor agrees to defend, indemnify and hold harmless the City

and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the negligent acts, errors, omissions, and performance by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Bonds and Insurance.** The Contractor shall not commence any work under this Agreement until the insurances required in Exhibit A, Section 1.23 or the bonds per the attachments to Exhibit A have been obtained and the proper certificates and riders or endorsements (or policies) have been submitted to the City.

8. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

9. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. **Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.

11. **Open Meetings Requirements.** Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 *et seq.* R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

12. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this

Agreement.

**13. Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

**14. Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

**15. Compliance with Laws.** In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments.

**16. Changes.** The City may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

**17. Assignability.** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

**18. Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.



**19. Termination for Convenience of City.** The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

**20. Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**21. Enforcement.** The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

**22. Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. Exhibits A and B, attached hereto, are hereby made a part of this Agreement.

**24. Applicable Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque. The venue for actions arising out of this Agreement is Bernalillo County, New Mexico.

**25. Debarment, Suspension, Ineligibility and Exclusion Compliance.** The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

**26. Force Majeure.** Neither Contractor nor City shall be liable for failure to perform its obligations under the Contract due to causes beyond the control and without the fault or negligence of either party which would render such performance impossible or hazardous. Such causes include, but are not restricted to, acts of God or the public enemy, acts of State or Federal governments, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery scheduled (hereinafter "Force Majeure Event").

The party seeking to rely upon a Force Majeure Event(s) for any failure to perform shall promptly inform the other in writing of such event, indicating the expected duration thereof and the period for

which suspension in performance is requested and the parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by either of them as a result thereof.

The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under the Contract.

**27. Approval Required.** This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

**IN WITNESS WHEREOF**, the City and the Contractor have executed this Agreement as of the date first above written.

**CITY OF ALBUQUERQUE**

**CONTRACTOR:**

**Approved By:**

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Chief Administrative Officer**

**Title:** \_\_\_\_\_

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

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

\_\_\_\_\_, **Director**

**Department** \_\_\_\_\_

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

