

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544
(505) 663-3507

Advertised: April 23, 2021

REVISED CLOSING DATE: MAY 25, 2021

Request for Proposals ("RFP")
RFP Number: 21-58
RFP Name: Tourism Marketing Services

GENERAL INFORMATION

1. **RFP Submission Procedure Change.** Due to the current COVID-19 (coronavirus) pandemic and Public Health Emergency declaration by the New Mexico Governor, until further notice, the following procedure is in effect: Proposals in response to this Request for Proposals (RFP), may be submitted either in paper form, in a sealed envelope, or electronically by email in PDF format. All other requirements stated in the solicitation document remain unchanged and in effect.

Only one of the following submission methods is required:

2. **ELECTRONIC SUBMISSION:** Emails should be addressed to: lacbid@lacnm.us. Subject line **must** contain the following information: **RESPONSE – RFP21-58 Tourism Marketing Services.**

It is strongly recommended that a second, follow-up email (without the proposal included or attached) be sent to Derrill Rodgers, Deputy Chief Purchasing Officer at derrill.rodgers@lacnm.us to confirm the Proposal was received.

The body of the email must contain enough information for the identity of the Proposer to be clear, including company name, name of person sending the email, and contact information including email address and phone number.

Only emails with proposals received in the lacbid@lacnm.us email box prior to **2:00 p.m. Mountain Time, Tuesday, May 25, 2021** will be reviewed.

Proposals submitted by email will be opened only after the closing date and time stated in the solicitation document.

3. **PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) USB flash drive or CD, will be accepted at the Office of the Chief Purchasing Officer, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, until **2:00 p.m. Mountain Time, Tuesday, May 25, 2021** for this solicitation. **Clearly mark the RFP Number and Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.

4. Directions to Procurement office:

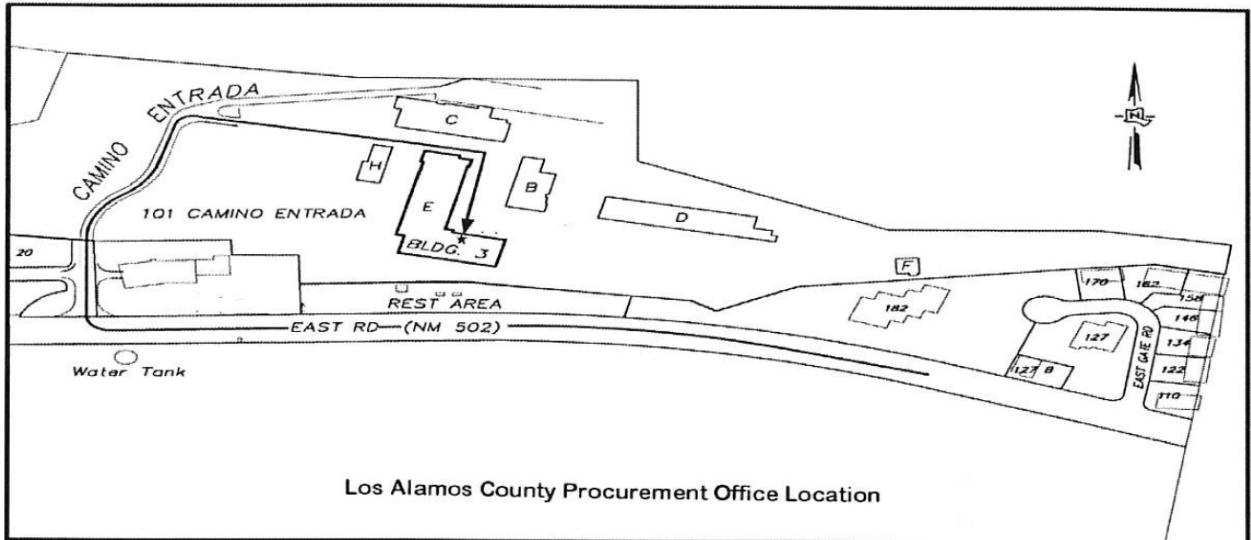


1. Drive WEST on NM-502 to Los Alamos.
 - o Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.



2. Turn RIGHT on Camino Entrada.
 - o Road slopes downhill and curves to the right.

3. Take second RIGHT in to driveway through gated fence (before the stone sign “Pajarito Cliffs Site”).
 - Follow the signs to Building 3, the L-shaped building in the center of the complex.
 - If you pass the Holiday Inn Express and the Airport, you’ve gone too far.
4. Enter glass door marked “PROCUREMENT.” See map below.



5. The Incorporated County of Los Alamos (“County”) invites Proposals from all qualified respondents. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this RFP as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror’s expense.
6. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
7. Any questions must be received in writing at least five (5) days prior to the date fixed for when proposals are due.
8. County reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with any Offeror or Proposer.
9. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP/IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.
10. The County contemplates a multi-term contract as a result of this RFP. The term of the contract may be for a period of up to four (4) years. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
11. Proposers are notified that they must propose pricing for each potential year of the contract.

12. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
13. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its proposal to qualify for this preference. Ref. County Code Section. 31-261(b) and Section 13-1-21 NMSA 1978 et al.

CONTACT INFORMATION

1. For project-specific information, contact Kelly Stewart, at kelly.stewart@lacnm.us; (505) 412-3410.
2. For procurement process information, contact Derrill Rodgers, Deputy Chief Purchasing Officer at derrill.rodgers@lacnm.us; (505) 663-3507.

NEED STATEMENT

The County is seeking a qualified, experienced marketing and public relations agency to direct future tourism marketing, advertising and public relations efforts, including web and social media marketing, in a comprehensive and results-oriented manner, to strengthen awareness, statewide and nationally, of the County's attributes and offerings as a leisure destination, with an ultimate goal to attract more visitors and overnight stays. It is the County's intent to identify key visitor markets with a well-coordinated marketing strategy that will leverage partner efforts and best maximize exposure across all the media platforms. It is imperative to determine the most effective use of designated public dollars while achieving these goals. All marketing efforts are expected to seek visitor awareness, interest or conversion, with mechanisms for measuring performance at all possible interfaces. The selected marketing firm will be required to demonstrate its ability to work in all communications channels—traditional media and digital, paid and non-paid, promotions and events—in addition to providing an effective long-term strategic platform and flawless marketplace execution, all at a competitive cost to the County of Los Alamos.

BACKGROUND INFORMATION RELATED TO THIS RFP

Situated at the base of the Jemez Mountains in beautiful northern New Mexico, Los Alamos is an incorporated city and County with approximately 12,000 residents who live in Los Alamos Townsite and another 6,000 residents who live in the neighboring community of White Rock. Having grown out of the Manhattan Project in the 1940s, the community is home to the Los Alamos National Laboratory and known worldwide for its scientific and technological accomplishments. Los Alamos offers a fascinating legacy of world-changing science and technology, an international population, world-class cultural activities, uncommon high-altitude recreational opportunities and small-town friendliness – all in a spectacular natural setting. At 7,300 feet elevation, Los Alamos is “big pine” country, providing a wealth of high altitude recreational resources, including:

- Pajarito Mountain, located five (5) miles from downtown Los Alamos, accommodates downhill and cross-country skiing, snowboarding and snowshoeing in the winter, mountain biking in the summer and fall, and hiking year-round
- Los Alamos County Golf Course, an 18-hole, par 72
- Larry R. Walkup Aquatic Center, featuring a 50-meter, Olympic-size pool (used by Olympic athletes from around the globe), a therapy pool, a multi-generational pool with water slide and lazy river, as well as scheduled events and activities;
- Los Alamos County Ice Rink, the only refrigerated, NHL regulation, outdoor ice rink in New Mexico; recently renovated to include new restrooms and changing rooms, and
- More than 200 miles of County network and U.S. Forest Service trails that traverse through and around Los Alamos.

As the rate of COVID-19 vaccinations increase and emergency public health orders continue to relax restrictions, Los Alamos County and partners are striving to bring arts and culture activities to residents and visitors alike, including concerts, art fairs and exhibits, lectures, festivals, dance performances and theater events scheduled throughout the year. There are several tourist attractions in the County which include:

- Bradbury Science Museum
- Los Alamos Nature Center
- Los Alamos History Museum
- Fuller Lodge and Art Center
- Ashley Pond Park
- Historic Walking Tour
- Mesa Public Library Art Gallery

The downtown areas of Los Alamos and White Rock are designated as a MainStreet District. Downtown Los Alamos, as well as some important cultural assets nearby, are a designated Creative District. One of the few to infuse the traditional “arts & culture” assets with the unique art of science, the Creative District was designated and accredited by New Mexico MainStreet, Department of Cultural Affairs divisions: New Mexico Arts and Historic Preservation, Tourism Department, and the McCune Charitable Foundation.

Programs for each district provide for many of the unique events at businesses and attractions in Los Alamos’ town center. The Los Alamos MainStreet District and Program is designated and accredited by the New Mexico MainStreet (“NMMS”) program, under the New Mexico Economic Development Department.

Both the MainStreet and Creative District programs are funded, in part, by Los Alamos County’s Economic Development Division (“LACDC”) via a sole source contract with Los Alamos MainStreet, a program of the Los Alamos Commerce and Development Corporation. For MainStreet, LACDC conducts meetings with the MainStreet Futures group of local business interests, administers promotion grants for local events and organizations within the District and executes County-directed programs, projects and community events (e.g., Halloweekend, WinterFest), as well as the County’s signature event: ScienceFest. For the Creative District, LACDC curates, coordinates and executes events in the District that capitalize on the strong influence of science and history on Los Alamos’ arts and culture scene.

Additionally, Los Alamos is the **gateway to three (3) National Parks**, sharing borders with: Bandelier National Monument (“BNM”), Valles Caldera National Preserve (“VCNP”) and Manhattan Project National Historical Park (“MPNHP”). VCNP and MPNHP were both established in 2015.

In February 2018, the County Council accepted the Los Alamos **Tourism Strategic Plan** based on a comprehensive stakeholder outreach and strategic planning effort. The plan provides a strategic framework with goals and tactics that guide the County’s efforts to develop and sustain a strong tourism economy. An eleven (11) member Tourism Implementation Task Force is an ad hoc advisory group whose members are appointed by Council to assist in identifying and researching priority projects. The plan recommends a focus on the three strongest components of Los Alamos’ tourism offerings—outdoor recreation, history and science. This complete plan is available at https://www.losalamosnm.us/government/projects/economic_development_projects/_tourism_strategic_plan.

The County is putting its outdoor recreation assets at the forefront of its tourism and economic development efforts. Collaborating with the New Mexico Economic Development Department's Outdoor Recreation Division and the statewide EndeavOR Alliance, the County is working to leverage all funding opportunities and technical assistance for identifying gaps and developing an outdoor recreation economy strategic plan. Working closely with the County's Community Services Department and its Parks, Recreation and Open Space Division, the County's Economic Development Division is identifying key recreational assets, events and itineraries that deliver the outdoor experiences road trippers are seeking as we all emerge from the pandemic lockdown.

Los Alamos County participates in all New Mexico Tourism Department (NMTD) programs, events, and partnerships. County staff also serves on the NMTD's North Central Region Marketing Board and is a member of the New Mexico Hospitality Association.

The Tourism Marketing campaign is executed in cooperation with the **Visitor Operations and Management contract**. The Visitor Contractor is responsible for managing the visitor experience within a 60-mile radius of Los Alamos. This includes the following:

- distributing visitor information – working with the County to identify key distribution points for Los Alamos visitor information materials, including visitor centers, hotels and other tourist locations; then stocking, monitoring, tracking and assessing effectiveness of each distribution point;
- staffing and operations for the County's two (2) visitor centers in Los Alamos Townsite and White Rock, and includes: visitor assistance, distribution of visitor information, coordination Tourism Marketing Services efforts, including website updates and social media posts and campaigns, as well as specific state and regional tourism advertising and marketing efforts; and
- collecting and reporting data from visitors at the centers through on-site surveys.

Close collaboration and coordination between the visitor contractor and tourism marketing is critical to the County's goals and objectives for developing, increasing and tracking the performance of tourism. Both contracts are administered and managed by the County's Economic Development Division and funded by Lodgers' Tax revenues.

The Tourism Marketing and Visitor contracts are also provided guidance from the **Lodgers' Tax Advisory Board ("LTAB")**, appointed by the County Council and charged with advising the County Manager and Council on the expenditures of 5% Lodgers' Tax received from the local lodging establishments for advertising, publicizing and promoting tourist attractions and facilities in and around the County, per State statute and County code. Also, per regulation, the LTAB is restricted to five (5) members: two representing the lodging industry, two representing tourist-related industries, and one representing the community "at large". LTAB meets monthly and provides the forum for discussion of trends, needs and strategies for developing the tourism industry in Los Alamos. Both the Tourism Marketing and Visitor contractors attend all meetings (either in person or remotely) to discuss strategy and present ideas and plans for creative and operational execution.

Key priorities identified by LTAB include: updating the County's Lodgers' Tax ordinance and operations to comply with and enact state legislation, particularly with regard to short-term rentals; County tourism manager/office under the County's Economic Development Division; a strategic plan for developing an outdoor recreation economy; revamping tourism marketing metrics to better measure conversion/ROI; implementation of Visitor Journey A2D hospitality and customer service training; and support for projects and services that improve the visitor

experience. Read LTAB's most current workplan at https://losalamosnm.us/government/boards_commissions.

The County brand, approved by the Los Alamos County Council in 2016 and defined below, is being implemented according to a **Brand Action Plan** (approved by Council in April 2017), with guidance from the Brand Style Guide and the BrandPrint™ research report.

BRAND PLATFORM STATEMENT

Target Audience: For those who never stop questioning what's possible.

Frame-of-Reference: Los Alamos County, in the elevated outdoors of northern New Mexico and home to the Los Alamos National Lab.

Point-of-Difference: Is where some of the world's best brains power the breakthroughs that shape our world.

Benefit: So you are challenged to think bigger and live brighter.

BRAND LOGO AND STRAPLINE

LOS ALAMOS
where discoveries are made

Balance logo is shown below:



LOS ALAMOS

It is expected that all creative produced by County contractors on behalf of Los Alamos County will adhere to the Brand Style Guide standards. To access reports and additional information,

visit the Los Alamos County website (<http://www.losalamosnm.us/>) and the tourism website (<http://visitlosalamos.org/>)

INFORMATION & EXPECTATIONS RELATED TO SCOPE OF SERVICES, PRICING & DELIVERABLES

1. PERFORMANCE METRICS/MONITORING AND DATA COLLECTION - UPDATED

Demonstrating fiscal responsibility is a County priority. To determine the County's return on investment (ROI) of tourism marketing dollars, access to the appropriate data and performance measures in a format that facilitates clear and accurate interpretation is critical. Currently, the County and its tourism marketing and visitor contractors collect a variety of data for monthly reports to LTAB, including Lodgers' Tax revenues and expenditures, the number of visitors to Los Alamos visitor centers and attractions, Google Analytics for visitors to the official Los Alamos tourism website (visitlosalamos.org), Facebook and Instagram accounts, as well as the number of potential receivers of marketing messages through advertising and public relations efforts (e.g., circulation, reach, placements). All financial, visitor trend and marketing reports are attached to the LTAB meeting minutes posted on the County web page under Government/Boards and Commissions/Read and View (<http://losalamos.legistar.com/Calendar.aspx>).

However, the current data and reporting does not lead to the conversion and ROI data in a way that is meaningful to management, the County Council and the general public.

The County is seeking access to data that tells the story of what marketing and messaging is influencing Los Alamos visitors and how they experience our destination, and a strategy for applying and reporting the data in a way that informs and validates our marketing investments. The desired data is derived from cellular signals in a specific vicinity via geo-fencing and provides information regarding who is visiting, from where they are visiting, as well as their interests and where they visit during a specified time period. The tool should provide consistent data that can be reported and compared over time.

2. CURRENT TOURISM MARKETING PARTNERS, PROGRAMS AND INITIATIVES

The following projects, programs and initiatives are in progress in collaboration with identified tourism industry partners.

- a. **Regional/State Tourism Industry Collaborations.** Los Alamos County is currently represented on the New Mexico Tourism Department (NMTD)'s North Central Region 5 Board of Directors. This requires regular engagement with the NMTD's organization, campaigns, activities and partner opportunities. The County is also active in the New Mexico Hospitality Association events and activities. The County has ongoing relationships with superintendents and staff at Bandelier National Monument and the Valles Caldera National Preserve. As one of three non-contiguous sites of the Manhattan Project National Historical Park, the County liaises with the U.S. Department of Energy and Los Alamos National Laboratory to develop the Park assets on DOE property, and partners with the Los Alamos Commerce and Development Corporation and the destination management organizations at the Oak Ridge, TN and Hanford, WA sites to coordinate marketing efforts.
- b. **Local Partnerships Coordination and Collaborations.** Los Alamos County's downtown area is a designated MainStreet and Creative (Arts & Culture) District, within which reside many of the

County's tourism attractions, including the Bradbury Science Museum, the Los Alamos Historical Museum, Ashley Pond and the Los Alamos Nature Center operated by the Pajarito Environmental Education Center. The Creative District facilitates coordinated programming and promotion of Los Alamos County tourism attractions and events. The Tourism Marketing Contractor is expected to coordinate marketing and public relations with the Creative and MainStreet district managers to promote tourism experiences.

- c. **Event Sponsorships/Participation.** Los Alamos County currently exhibits at the New Mexico State Fair and Albuquerque International Balloon Fiesta, staging interactive activities, including contests, to incentivize event visitors to travel from Albuquerque to Los Alamos. In addition, tourism marketing efforts are employed to promote the County's signature event: ScienceFest, a five (5)-day festival of discovery, invention and innovation, held around the second Saturday of July to highlight the innovations coming out of the Lab and the community. This event is executed via contract with LACDC's MainStreet program (losalamossciencefestival.com). Depending upon the event and infrastructure, the Tourism Marketing contractor may provide staffing, logistics, creative, materials, advertising and/or public relations, as well as a report of performance measures.
- d. **Bandelier Shuttle Program.** Pending cessation of emergency public health order restrictions, Bandelier National Monument is the number one destination for most of the 250,000 visitors to Los Alamos County. The County facilitates visitor access by providing parking, restrooms and ticket sales at the White Rock Visitor Center/RV parking facility and shuttle access to and from Bandelier. The shuttle buses have become mobile information kiosks and the required stop at the White Rock Visitor Center facilitates awareness and orientation to the other services and attractions in White Rock and the Los Alamos Townsite. **New Mexico True Campaign and Creative Resources.** Los Alamos County partners and participates with the New Mexico Tourism Department's New Mexico True campaigns, programs, events and activities. The Tourism Marketing Services contractor shall assist in planning and execution of these project, including the incorporation of NMTD's brand refresh, along with Los Alamos' community brand in the development and distribution of creative content.
- e. **NMTD Grant Funding.** The County acts as the fiscal agent for all identified grant opportunities to enhance our tourism efforts. To date, Los Alamos tourism entities have collaborated to apply for Cooperative Marketing Grants and other grant programs offered by the New Mexico Tourism Department (NMTD). NMTD grants are matching grants, with the Los Alamos portion funded, all or in part, by a portion of the Tourism Marketing Services contract budget. The Tourism Marketing Services contractor may be expected to administer the grant and provide proof of all NMTD-approved advertising placements for grant reimbursement. The County is interested in exploring other grant programs opportunities.
- f. **FY20-FY21 Tourism Marketing Plan.** The FY20 Tourism Marketing Plan (July 1, 2019 – June 30, 2020) was essentially put on hold on March 16 with the issuance of the Governor's first emergency public health order which also halted NMTD's marketing plans. All efforts were focused on NMTD's Recovery Readiness program and PR/social media. A Quarter 4 Tourism Marketing Plan was approved April 7, 2021, following the County's sustained turquoise rating reflecting low-COVID/high vaccination rates, and included in-state drive market digital advertising. Both the FY20 Tourism Marketing Plan and the Q4 Tourism Marketing Plan are attached.

SCOPE OF SERVICES (Annual)

- 1. Interim Marketing Plan and Initial Assessment.
 - a. Interim Marketing Plan (due no later than 12 weeks following execution of Agreement.) This is a year one of the contract requirement only. Based on review of existing plans and materials, and interviews with County staff and partners, identify ongoing or pending tourism marketing projects/priorities and develop Interim Marketing Plan to complete them, including schedule, scope, staffing, budget and performance measures.
 - b. Initial Market Assessment (due no later than 16 weeks following execution of Agreement.) Develop a statement assessing the current Tourism Marketing program and proposing the path forward for the future Tourism Marketing program. Offeror should base this statement on their agency's experience and current national, state and regional tourism industry trends, as well as evaluation of Los Alamos County's Tourism Marketing goals, plans and reports, including but not limited to: the Issues and Priorities section of

this RFP (Section III.C.); Tourism Strategic Plan (February 2018); County Council's FY21 Strategic Plan Goals (https://losalamosnm.us/UserFiles/Servers/Server_6435726/File/Government/County%20Council/2021.02.04_BOOK_Council_Strategic%20Leadership%20Plan-2021%20FINAL_LBucklin.pdf); the County's Economic Vitality Strategic Plan (May 2018); the FY22 Lodgers' Tax Advisory Board work plan; current print and digital collateral pieces; web and social media content; and interviews with County staff and partners.

- c. Tourism Marketing Data Recommendation (due no later than 16 weeks following execution of Agreement.) Develop a data plan that recommends data collection, analysis and reporting practices to produce metrics that will assist LTAB in assessing visitation and tourism effectiveness and making recommendations to the County/Council for improvements. This plan shall identify additional data source(s) and associated costs to deliver the specific data types defined in the PERFORMANCE METRICS/MONITORING AND DATA COLLECTION section above.**
2. Marketing Plan (Due by May 30th each year of the contract). Prepare an annual Marketing Plan that provides a market assessment (see item 1.b. above), summary of previous year's Performance Report (see item 4 below), and outlines the goals, objectives, performance measures and specific tactics/programs for achieving and reporting them. The Plan may include targeted media for public relations outreach, media outreach, special event marketing, and social media marketing efforts within the total budget. Recommendations on how to best segment this budget (public relations, event marketing, etc.) to achieve maximum exposure will be immediately required. The Marketing Plan will provide a template for which all approved and potential projects will be assessed and will include a review/production schedule, budget impacts (direct costs, plus overhead and/or contractor fees), target audiences, consistent messages (slogans), media (advertising, web, story placement, event, social media, etc.) and ROI. The Marketing Plan will be updated annually.
3. Visitor Website Establishment/Maintenance:

 - a. Coordinate with the Visitor Center contractor to develop a strategy for migrating, upgrading, and/or developing a new visitor website, under the established domain name, visitlosalamos.org/com, then assume operation, maintenance and overall management. This task should be completed by December 31, 2021, but no later than six months following execution of the Agreement.
 - b. The selected platform shall comply with the County's security and accessibility standards, Los Alamos County Technology Standards, attached as Exhibit "H". The website shall be user-friendly, designed to maintain formatting across all devices, including mobile and when printed.
 - c. The website design will incorporate the content and graphics of the visitor guide and other visitor information materials, as well as the County's approved community brand logo, colors and other style elements defined in the Brand Style Guide.
 - d. The successful Proposer shall update the website a minimum of twice (2X) per week and include as much timely event information as possible by coordinating with existing program and event information sources and initiatives, including County, Los Alamos MainStreet and Creative District programs, New Mexico Tourism Department and the community calendar. Information should mirror, to the extent practicable, the content in the Visitor Guide, as well as augmenting the website with active links to other visitor-related or Los Alamos websites, including but not limited to the State of New Mexico Tourism Department, Los Alamos County, Pajarito Mountain, Valles Caldera National Preserve, Bandelier National Monument, Manhattan Project National Historical Park, Bradbury Science Museum, Nature Center, History Museum, County lodging establishments and other visitor hospitality businesses.

- e. The official visitor and tourism website is expected to be maintained and updated to provide current and comprehensive information for prospective visitors. Content shall encourage easy access to all County assets, attractions, events and hospitality services. The website shall be easy to navigate and tailored to prospective visitors unfamiliar with Los Alamos.
 - f. Contractor shall respond to County's requests for changes or corrections to the website within two (2) business days or within twenty-four (24) hours with an email either confirming that either the changes have been made or a deadline by which time the changes shall be made. Contractor shall send confirmation email when changes have been completed.
4. Performance Report. (Due by May 30th each year of the contract). Develop a tool based on industry best practices and acceptable to the County, for entering, monitoring and evaluating Tourism Marketing campaign performance that is in a format that is compatible with the County's software systems for access, printing, editing and distribution by County Contract Manager.
 5. Monthly Results Report. (Twelve [12] reports per year, each due for LTAB meeting). Prepare a Monthly Activity Report, in a format acceptable to the County, to be presented in advance by conference call to the County Contract Manager and, in person or remotely, to LTAB at its monthly meetings. The report shall include clippings of all media placements with the ad value derived from the story, including circulation; annual metrics with current status; and recommended changes as a result of last month performance/actions and/or quarterly trends.
 6. Event Support: Up to four (4) events per contract year as approved by the County; Tourism Marketing contractor will provide staffing, logistics, creative, materials and/or public relations for these events.
 7. Meetings. Tourism Marketing contractor is required to participate in the following meetings, either in-person or remotely: twelve (12) monthly LTAB or Tourism Implementation Task Force meetings, approximately two (2) hours/meeting; one (1) to two (2) strategic marketing meetings with Contract Manager, other County staff, Tourism Implementation Task Force and/or LTAB.

PROPOSAL REVIEW AND EVALUATION

Proposals shall be handled so as to prevent disclosure of the identity of any Offeror or the contents of any proposal to competing Offerors during the process of negotiation.

After the RFP has closed, Procurement Division staff prepares a register of proposals containing the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals is open to public inspection only after contract award. Procurement Division staff delivers the RFP submittals to the Evaluation Committee Chairperson. The Evaluation Committee reviews and evaluates the submittals. Interviews are only for the purpose of clarification and may be used for adjusting the final score. Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with solicitation requirements for the purpose of obtaining best and final offers.

The total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:(1) Local business; (2) Resident business.

The Evaluation Committee Chairperson forwards the final evaluation results to the Procurement Division. Award shall be made to the responsible Offeror whose proposal is determined in writing by the Evaluation

Committee to be the most advantageous to the County, taking into consideration the evaluation criteria set forth in the solicitation.

AWARD OF SOLICITATION

Following award of the solicitation by County Council, the successful Offeror will be required to execute a contract with County in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit "A." Offeror may identify any exception or other requirements to the terms and provisions in the Services Agreement, along with proposed alternative language addressing the exception; County may, but is not required to, negotiate changes in contract terms and provisions. The Services Agreement as finally agreed upon must be in form and content acceptable to County

OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

ILLEGAL ACTS

The Los Alamos County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

An Offeror shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit "B," and submit with the proposal. This Form serves as a warrant of the vendor's responsibility, and may not necessarily preclude the vendor from consideration for award.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

A Campaign Contribution Disclosure Form is attached as Exhibit "C." The Offeror is requested to complete and submit with the proposal. If Form is not submitted with the proposal, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

VERIFICATION OF AUTHORIZED OFFEROR

A Verification of Authorized Offeror Form is attached as Exhibit "D." The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

PROPOSAL SUBMITTAL REQUIREMENTS

For ease of evaluation, offerors are requested to follow the sequence described below in their submittal.

- 1) Introductory Letter:
 - a) Firm Name
 - b) Address
 - c) Contact Person
 - d) Telephone number and email address of contact person
- 2) A clear and concise response as to why the County should select your form for this work.

- 3) Statement of Qualifications
- 4) Firm Personnel Experience
- 5) Description of Subcontractors and Subcontractor Personnel Experience.
- 6) Samples of at least three (3) prior successful marketing campaigns completed by proposer including process and materials that show that how the marketing campaigns were successful;
- 7) Provide a sample marketing strategy for Los Alamos, including proposed metrics and data collection mechanisms.
- 8) Describe organization's experience and familiarity with Los Alamos and relationships with other hospitality and tourism entities within Los Alamos County.
- 9) Three references that include a point of contact and phone number.
- 10) Breakdown of costs, including amount for administration of contract.
- 11) Schedule of costs which must include: a) hours rates for staff members or subcontractors expected to do work under this contract; and b) rates for reimbursable expenses.

RFP TIMELINE:

1. RFP released: April 23, 2021
2. Questions due to LAC no later than Wednesday, May 12, 2021.
3. Proposals Due: Tuesday, May 25, 2021 at 2:00 p.m. (Mountain Time)
4. Discussions with responsible offerors (if necessary): Week of May 31-Jun 4
5. Services Agreement to Council: June 29 2021

PROPOSAL EVALUATION CRITERIA: As described and/or demonstrated in the RFP response.

	Criteria	Weighted Points
1	Experience/Qualifications: A minimum of five (5) years of experience in the field especially noting experience with municipalities	20
2	Key Personnel and Capacity: resumes of key personnel that include professional qualifications and their experience in Tourism, Hospitality and Destination Marketing, including public relations, social media marketing, print and digital graphic design and production, media buys, project management, event support and data-driven strategies and campaign/activity performance reports; include their availability for this work	20
3	Three successful tourism marketing campaigns and sample marketing plan: Identified three other tourism marketing campaigns (preferably for municipal entities) including the strategy, execution and results; Sample marketing plan provided.	25
4	Cost proposal: Competitive pricing structure that identifies efforts in each area – Exhibit E	15
5	Familiarity with Los Alamos: identified actual experience working with Los Alamos County or identified research or knowledge of Los Alamos County	10
6	Quality of proposal: all elements included	10
	Total Score	100

Exhibit "A"
SAMPLE SERVICES AGREEMENT
RFP NO: 21-58
RFP Name: Tourism Marketing Services

AGR21-XX



INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and _____, a _____ corporation ("Contractor"), to be effective for all purposes _____, 20xx.

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 21-_____ (the "RFP") on _____, requesting proposals for _____, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated _____ ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

[FOR CONTRACTS MORE THAN \$200,000.00] -- WHEREAS, the County Council approved this Agreement at a public meeting held on _____; and

[FOR CONTRACTS MORE THAN \$50,000.00] -- WHEREAS, the Board of Public Utilities approved this Agreement at a public meeting held on _____; and

WHEREAS, Contractor will provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES:

- 1. Contractor Services.**
- 2. Deliverables.**

SECTION B. TERM: The term of this Agreement shall commence _____ and shall continue through _____, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed _____ (\$ _____), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid

in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.

2. **Monthly Invoices.** Contractor shall submit itemized *[monthly]* invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that exceeds the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or

other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** Insurance with the following minimum coverage: ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) annual aggregate. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. 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 the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

SECTION N. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION P. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor

shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees 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 its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by the County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:
Project Manager
Incorporated County of Los Alamos
Address
Los Alamos, New Mexico 87544

Contractor:

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

SECTION U. NO IMPLIED WAIVERS: The failure of the County to enforce any provision of this Agreement is not a waiver by the County of the provisions or of the right thereafter to enforce any provision(s).

SECTION V. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement will remain in effect.

SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit "C." Contractor must submit this form with this Agreement, if applicable.

OR

SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

SECTION X. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION Y. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
HARRY BURGESS **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

_____, A _____ CORPORATION

BY: _____
DATE

Exhibit "B"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS
RFP NO: 21-58**

RFP Name: Tourism Marketing Services

This document should be returned with RFP submittal.

- (1) I or We, _____ (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;
 - (b) have, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for - commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code.
 - (e) have within a 3-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

Date

Authorized Representative's Signature

Print Name

Print Title

Exhibit "C"

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP NO: 21-58
RFP Name: Tourism Marketing Services**

This document should be returned with RFP submittal.

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:
(a) a prospective contractor, if the prospective contractor is a natural person; or
(b) an owner of a prospective contractor;.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Denise Derkacs; David Izraelevitz; David Reagor; James Robinson; Randal Ryti; Sara Scott; and Sean Williams.)

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:		Governor _____	
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Exhibit "D"

**VERIFICATION OF AUTHORIZED OFFEROR
RFP NO: 21-58
RFP Name: Tourism Marketing Services**

This document should be returned with RFP submittal.

Sec. 31-261. - State and local preferences.

(a) *Definitions.* For the purposes of this section:

- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
- (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.

(b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.

- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
- (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.

(c) *Preference factor.*

- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
- (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.

(d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:

- (1) Local business;
- (2) Resident business.

(e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.

(f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:

- (1) To requests for qualifications;
- (2) To any purchase of goods or services in excess of \$500,000.00;
- (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
- (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

(Ord. No. 02-098, § 2, 12-2-2008; Ord. No. 02-305, § 8, 2-25-2020)

Are you requesting Preference?

YES NO

By answering "yes," the bidder or offeror is submitting a written request for preference.

A Bidder or Offeror must submit a copy of the state-issued preference certificate with its bid or proposal to qualify for this preference.

Having read the proposal conditions and examined the scope of services and deliverables for this RFP, this Proposal is hereby submitted by:

Signature and Printed Name of Authorized Offeror Title

Organization's Legal Name State of Incorporation

Email Address

Mailing Address City State Zip Code

Physical Address City State Zip Code

Telephone No.

Federal Tax I.D. # NM CRS # (if located in-state)

Contract Manager Printed Name, Title and Email Address

If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:

- Small Business
- Woman-owned Business
- Minority-owned Business

Exhibit "E"
COST SUMMARY SHEET
RFP NO: 21-58 Tourism Marketing Services
This attachment shall be returned with the RFP submittal.

Offeror (Company Name): _____

REVISED COST SUMMARY SHEET

COST SUMMARY SHEET - DELIVERABLES

Listed below are the deliverables referred to in this solicitation. The Offeror should list each additional deliverable listed in their proposed Marketing Plan with a proposed lump sum amount for each of the four consecutive years of the contract, plus performance measures for each deliverable (e.g., impressions, circulation, attendance, etc.)

<i>Deliverables</i>	<i>Proposed Performance Measure(s) demonstrating ROI</i>	<i>Year 1 Costs/Item</i>	<i>Year 2 Costs/Item</i>	<i>Year 3 Costs/Item</i>	<i>Year 4 Costs/Item</i>
Interim Marketing Plan					
Initial Assessment Statement					
FY22-25 Marketing Plan(s)					
Monthly Performance Report (12)					
Annual Performance Presentation/Report (3)					
LTAB Meetings (12)					
Strategic Marketing Meeting(s) with LTAB (1-2)					
Regional/State Event Exhibits <i>displays, materials, giveaways</i> (1-2)					
Other Event Exhibits <i>displays, mats, giveaways</i> (1-2)					
Marketing Tool* - 1					
Marketing Tool* - 2					
Marketing Tool* - 3					
Marketing Tool* - 4					
Marketing Tool* - 5					
Marketing Tool* - 6					
Marketing Tool* - 7					
Marketing Tool* - 8					
Marketing Tool* - 9					
Marketing Tool* - 10					
Additional Items: State any additional prices and services that you may offer, using your own document separate from this page					

**May include ads (print, web, social media, radio, T.V., etc.), news releases, videos, promotional pieces (post cards, brochures, maps, itineraries, etc.), newsletters, contest elements, data collection services/subscriptions, results reports.*

COST SUMMARY SHEET – Hourly Rates for additional services

Hourly Rates for Services, including On-Call Services:

From time to time, the County at its sole option may require additional On-Call Services for various marketing activities, including proactive and unanticipated marketing activities not specifically defined in the Scope of Services.

This may include new opportunities that are identified by the Contractor. Contractor shall identify and present unanticipated opportunities that are aligned with LTAB’s strategic and marketing goals.

Service	Cost – Hourly Rates	Year 1 Costs/Item	Year 2 Costs/Item	Year 3 Costs/Item	Year 4 Costs/Item
Monthly LTAB Meetings (12, 2-hour mtgs./year)					
Strategic Marketing Meetings (1-2, 2 hour mtgs./year)					
Client Coordination (client, partners, media, events)					
Graphic Design (ads, collateral, signage)					
Media Buy (print, web)					
Additional Meetings					
Additional Events					
Additional Coordination					
Additional Marketing Tools*					
<u>Preferred Additional Services</u>					
Website Development (Not to Exceed Fee for Year 1)					
Website Technical Support (including assistance with migration from the old to the new site) – Provide an Hourly Rate and Propose for each year.					
Website Maintenance – Provide an Hourly Rate, and propose for each year.					
Data Collection Services/Subscriptions					

**May include ads (print, web, social media, radio, T.V., etc.), news releases, videos, promotional pieces (post cards, brochures, maps, itineraries, etc.), newsletters, contest elements, data collection services/subscriptions, results reports, workshops.*

Exhibit "F"
FY2020 Tourism Marketing Plan
RFP NO: 21-58 Tourism Marketing Services

Exhibit "G"
FY21 Q4 Tourism Marketing Plan
RFP NO: 21-58 Tourism Marketing Services

Exhibit "H"
Los Alamos County Technology Standards
RFP NO: 21-58 Tourism Marketing Services

INCORPORATED COUNTY OF LOS ALAMOS

101 Camino Entrada, Building 3
Los Alamos, New Mexico 87544 (505) 661-4568
Procurement Division



May 2, 2021

TO ALL HOLDERS OF SOLICITATION DOCUMENTS FOR:

Request for Proposals No. RFP21-58
RFP Name: Tourism Marketing Services

Addendum No. 1

This Addendum No. 1 forms a part of the Solicitation Documents and modifies, as noted below, the original Solicitation Documents identified above.

- 1. How is awareness measured? What is the current awareness level now and what are the measurable objectives related to awareness.**

RESPONSE: *As shown on page 8 of the FY20 Tourism Marketing Plan attached to the RFP, the Tourism marketing FY18-FY20 Metrics used to measure awareness.*

- 2. Define current visitor levels and goals. Define current overnight visitors and goals? Who is measuring this and how often?**

RESPONSE: *Currently, Los Alamos County's visitor operations and management contractor collects visitation numbers to Los Alamos County's two visitor centers, and Los Alamos area attractions on a monthly basis in reports presented as part of an agenda packet available on the County website under Government / Boards and Commissions / Lodgers' Tax Advisory Board at <https://losalamos.legistar.com/Calendar.aspx>, then search by Lodgers' Tax Advisory Board and the year in question.*

- 3. Define target audience(s) (What do you know about them?). What research do you have on each? What research is needed?**

RESPONSE: *Los Alamos' target audiences and target markets for tourism marketing are defined in the FY20 Tourism Marketing Plan on page 3.*

- 4. Are you currently working with a partner?**

RESPONSE: *Current contractor is Griffin and Associates dba Sunny505, Albuquerque, NM.*

5. Is the BrandPrint research report available online to review?

RESPONSE: The report is not available online to review but is included with this Addendum.

6. Measurement: What type of tools are being used now to measure fiscal responsibility?

RESPONSE: The County's annual Budget Report includes measures and metrics by department for measuring fiscal responsibility. See link:

https://www.losalamosnm.us/government/departments/administrative_services/finance_budget/reports_and_budgets

A County Councilor serves as a liaison to the Lodgers' Tax Advisory Board which receives and reviews monthly reports regarding tourism marketing activities. Historically, the County's tourism marketing buys have been purchased via the New Mexico Tourism Department's Cooperative Marketing and Advertising grant including 2:1 funding assistance and the subsequent grant reporting required.

7. Section 3/a:

7a. Will the tourism site be going away?

RESPONSE: No. The current owner of visitlosalamos.org/com domain name and manager of the Wordpress website is the Los Alamos Commerce and Development Corporation (LACDC). The County is seeking to develop a new, separate website on a platform that delivers the user-friendly functionality and aesthetics, as well as the County's security, accessibility and information management requirements. (NOTE: Wordpress does not meet these requirements). The County is already working with LACDC to acquire the domain names (visitlosalamos.org/com) and create a transition plan to migrate from the old to the new site. It is the County's desire that the Tourism Marketing Services contractor manage this site.

7b. You are requesting a revamp of the County site?

RESPONSE: The County is accepting proposals for

- a. Website Development (1 time)
- b. Website Technical Support (ongoing)
- c. Website Maintenance (ongoing)

as preferred options over and above the other tourism marketing tactics presented in this RFP.

7c. Do you have a Content Management System (CMS) preference?

RESPONSE: No. Only that it meets the requirements mentioned above and complies with the County's technology standards, as well as analytics desired to measure tourism marketing performance and conversion.

8. The scope calls for website redevelopment and maintenance but did not see this item in the cost summary sheet. Any clarification on expectations would be appreciated.

RESPONSE: A revised Cost Summary Sheet is part of this Addendum and includes three new lines pertaining to the new website: 1) Website Development 2) Website Technical

Support (including assistance with migration from the old to the new site); and 3) Website Maintenance. Please Propose on these items separately.

9.

9a. What types of assets exist? Photography? Video?

RESPONSE: County-owned photos taken by the County's visual information specialists (part of the Communications & Public Relations Office) are stored on losalamoscountyimages.smugmug.com. *They also film video and drone content. The County also works with the New Mexico Tourism Department's creative staff to produce video and photo content.*

9b. Will the selected partner be responsible for shooting additional assets?

RESPONSE: Yes, the County may ask the selected contractor to produce additional visual assets.

9c. Where is this accounted for in the price sheet?

RESPONSE: *Please include as a "Marketing Tool*" on the COST SUMMARY SHEET - DELIVERABLES sheet.*

10. Are local firms given preference?

RESPONSE: Preference is described in the RFP document under General Information.

11. **Cost summary sheet: Please provide clarification and expectations. Without having developed a plan, provide expectations for the completion of this form. This is part of the scope that is done after being hired. We don't know the number of ads, brochures, videos, contests, etc. If you have this outlined, please provide the information so we can provide an estimate. Or are you simply looking for an hourly rate?**

RESPONSE: *It is expected that you will derive estimates based on your assessment of the goals and the information provided in this RFP and addendums, agency experience with destination tourism marketing and media buys, and the mix of paid, earned and social media and public relations recommended in your marketing strategy. Use hourly rates to illustrate cost for specific services. County requires a total not to exceed amount as a component of the evaluation of the RFP.*

The responses provided must provide sufficient information to compare the costs from various Offerors.

12. **On a scale of 1-5 (5 being most aggressive), rate your desire to be pushed strategically and creatively).**

RESPONSE: Proposals will be evaluated based on the criteria provided in the RFP.

REVISED COST SUMMARY SHEET

COST SUMMARY SHEET - DELIVERABLES

Listed below are the deliverables referred to in this solicitation. The Offeror should list each additional deliverable listed in their proposed Marketing Plan with a proposed lump sum amount for each of the four consecutive years of the contract, plus performance measures for each deliverable (e.g., impressions, circulation, attendance, etc.)

<i>Deliverables</i>	<i>Proposed Performance Measure(s) demonstrating ROI</i>	<i>Year 1 Costs/Item</i>	<i>Year 2 Costs/Item</i>	<i>Year 3 Costs/Item</i>	<i>Year 4 Costs/Item</i>
Interim Marketing Plan					
Initial Assessment Statement					
FY22-25 Marketing Plan(s)					
Monthly Performance Report (12)					
Annual Performance Presentation/Report (3)					
LTAB Meetings (12)					
Strategic Marketing Meeting(s) with LTAB (1-2)					
Regional/State Event Exhibits <i>displays, materials, giveaways</i> (1-2)					
Other Event Exhibits <i>displays, mats, giveaways</i> (1-2)					
Marketing Tool* - 1					
Marketing Tool* - 2					
Marketing Tool* - 3					
Marketing Tool* - 4					
Marketing Tool* - 5					
Marketing Tool* - 6					
Marketing Tool* - 7					
Marketing Tool* - 8					
Marketing Tool* - 9					
Marketing Tool* - 10					
Additional Items: State any additional prices and services that you may offer, using your own document separate from this page					

**May include ads (print, web, social media, radio, T.V., etc.), news releases, videos, promotional pieces (post cards, brochures, maps, itineraries, etc.), newsletters, contest elements, data collection services/subscriptions, results reports.*

COST SUMMARY SHEET – Hourly Rates for additional services

Hourly Rates for Services, including On-Call Services:

From time to time, the County at its sole option may require additional On-Call Services for various marketing activities, including proactive and unanticipated marketing activities not specifically defined in the Scope of Services.

This may include new opportunities that are identified by the Contractor. Contractor shall identify and present unanticipated opportunities that are aligned with LTAB’s strategic and marketing goals.

Service	Cost – Hourly Rates	Year 1 Costs/Item	Year 2 Costs/Item	Year 3 Costs/Item	Year 4 Costs/Item
Monthly LTAB Meetings (12, 2-hour mtgs./year)					
Strategic Marketing Meetings (1-2, 2 hour mtgs./year)					
Client Coordination (client, partners, media, events)					
Graphic Design (ads, collateral, signage)					
Media Buy (print, web)					
Additional Meetings					
Additional Events					
Additional Coordination					
Additional Marketing Tools*					
<u>Preferred Additional Services</u>					
Website Development					
Website Technical Support (including assistance with migration from the old to the new site)					
Website Maintenance					
Data Collection Services/Subscriptions					

**May include ads (print, web, social media, radio, T.V., etc.), news releases, videos, promotional pieces (post cards, brochures, maps, itineraries, etc.), newsletters, contest elements, data collection services/subscriptions, results reports, workshops.*

All other provisions of the Solicitation Documents shall remain unchanged. This Addendum No.1 is hereby made a part of the Solicitation Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

Each Respondent is requested to acknowledge receipt of this Addendum No. 1 with the Proposal Forms.

I hereby acknowledge receipt of this Addendum No.1.

Signed _____ Print Name _____ Date _____

Title _____ Company _____

INCORPORATED COUNTY OF LOS ALAMOS

101 Camino Entrada, Building 3
Los Alamos, New Mexico 87544 (505) 661-4568
Procurement Division



May 7, 2021

TO ALL HOLDERS OF SOLICITATION DOCUMENTS FOR:

**Request for Proposals No. RFP21-58
RFP Name: Tourism Marketing Services**

Addendum No. 2

This Addendum No. 2 forms a part of the Solicitation Documents and modifies, as noted below, the original Solicitation Documents identified above.

- 1. This Addendum includes significant changes to the scope of services and deliverables related to this RFP. See attached revised RFP incorporating additional requested services as described in PERFORMANCE METRICS/MONITORING AND DATA COLLECTION, and also detailed in Scope of Services 1. c. See also, Los Alamos County Technology Standards, attached as Exhibit "H."**
- 2. NOTICE:** *The RFP close date has been extended to **Tuesday, May 25, 2021 at 2:00 PM Mountain Time** to allow for additional time to respond to the website development add option.*
- 3. What are Los Alamos County's security, accessibility and information management requirements? Which does Wordpress not meet?**
Response: *Please see the attached Los Alamos County Technology Standards, Exhibit "H" in the revised RFP. In addition, all backup files must be stored in the US and all redundant systems (for disaster recovery) must be implemented on US secure servers.*
- 4. For the tourism website tasks—website development, technical support and maintenance—are you asking Offerors to provide separate costs for each or a total cost for all services? Should costs be on a separate cost sheet?**
Response:
4a. It is understood that the cost for developing a new website is additional to general tourism marketing services. If the Offeror has the capacity to develop a replacement

tourism website that meets the County's Technology standards, the Offeror is encouraged to propose associated costs.

- 4b. It is understood that ongoing technical support (e.g., platform subscription, preventative maintenance, updates, and any and all procedures to ensure smooth and reliable service to the degree possible.) may also be in addition to tourism marketing services. If the Offeror is able to provide ongoing technical support throughout the life of the contract, the Offeror is encouraged to propose associated costs.
- 4c. Ongoing website maintenance refers to all "front-end" activities that ensure the website is functioning as a user-friendly tool (e.g., loading times, working links), and addition, replacement of pages, content to facilitate a consistent visitor experience. The Offeror should provide cost and frequency for this activity. This item does not include content updates associated with campaigns, similar to maintenance of the County's Facebook and Instagram accounts. These activities are expected to be covered as part of the tourism marketing services budget.

5. For the requested data tool, would the County consider a cellular data-based subscription service?

Response: Yes. The County is seeking access to data that tells the story of what marketing and messaging is influencing Los Alamos visitors and how they experience our destination, and a strategy for applying and reporting the data in a way that informs and validates our marketing investments. The desired data is derived from cellular signals in a specific vicinity via geo-fencing and provides information regarding who is visiting, from where they are visiting, as well as their interests and where they visit during a specified time period. The tool should provide consistent data that can be reported and compared over time.

6. Proposal requirements #7: Are you asking for partners to submit a sample strategy for an existing client or are you asking for a strategy for this project? If the County is asking for work prior to an agreement, is it the expectation of the County that ownership of said work is transferred to the county upon submission?

Response: County desires an outline marketing strategy including proposed metrics and data collection mechanisms as a component of RFP response. As stated in the RFP all submissions are public record and a permanent component of the Procurement file.

7. What process and responsibilities are requested for updates to the site such as events, announcements etc. Specifically, is there a staff to gather and collate, or would this be the contractor's responsibility?

Response: Primarily, it is the responsibility of the County staff to provide updates to Contractor. It is the Contractor's responsibility to design the content, in coordination with County staff, place it on the website and to ensure consistencies throughout other sections of the site, as appropriate.

8. What is the total budget and allocation for each section of the scope of work?

Response: *The approved budget for all sections **except** website development/technical support/maintenance and data service/subscription is \$110,000, not including tax.*

9. Regarding events:

9a. What do you anticipate the scope and size for such? What are the events that you typically need help with?

Response: *Tourism marketing events have included booth presence at state events (International Balloon Fiesta and State Fair), travel, tours & media trade shows, as well as public engagement activities (e.g., contests) and photo/video documentation of County events that draw an outside audience, including the County's signature event produced by Los Alamos MainStreet: ScienceFest.*

9b. Is the contractor to provide all staffing for events?

Response: *Contractor provides all advance logistics, set-up of equipment (provided by County), signage & materials (if needed), and one staff person, level and experience dependent upon type of event. Event documentation includes 1-2 staff, one of which has photo/video experience. Event engagement/contests include advance coordination with any businesses or organizations for activities and possible purchases for prizes.*

9c. Will outside costs beyond management and staffing be included in the budget?

Response: *Contractor may choose to include non-staffing costs listed above as part of event support or under other tasks listed on the Cost Summary sheet.*

All other provisions of the Solicitation Documents shall remain unchanged. This Addendum No.2 is hereby made a part of the Solicitation Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

Each Respondent is requested to acknowledge receipt of this Addendum No. 2 with the Proposal Forms.

I hereby acknowledge receipt of this Addendum.

Signed	Print Name	Date
Title	Company	