



CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor


EC-19-455

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

April 19, 2019

TO: Klarissa J. Peña, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: Mayor's Recommendation of Award (ROA) for RFP No. 2019000042 "Citywide Website Design Services"

The City of Albuquerque's Department of Technology and Innovation in conjunction with the Department of Finance, Purchasing Division, issued the RFP for citywide website design services (the title on the RFP released was Website Design Consultant).

The RFP was posted on the Purchasing E-Procurement, Sicommm.net website on December 7, 2018 and advertised in the Albuquerque Journal on December 9, 2018.

The City received six (6) responses to this solicitation. The ad hoc evaluation committee evaluated and scored the proposals received in accordance with the evaluation criteria published in the RFP. After thoroughly reviewing and scoring all the proposals, the three highest scoring firms were invited to present to the ad hoc committee. After evaluating the presentations, Paper Plane Branding and Marketing was the highest ranked firm earning a score of 823 points on its formal presentation and 869 points on its technical proposal. The ad hoc evaluation committee found Paper Plane Branding and Marketing to be both responsive and qualified and recommends an award to this firm.


I concur with this recommendation.

The City of Albuquerque's Department of Technology and Innovation will manage this contract.

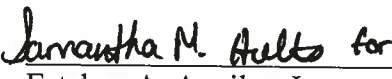

Mayor's Recommendation of Award (ROA) for RFP No. 2019000042 "Citywide Website Design Services"

Approved:

Approved as to Legal Form:




Sarita Nair Date
Chief Administrative Officer

 for 

Esteban A. Aguilar, Jr. Date
City Attorney

Recommended:



Date

Brian A. Osterloh,
Director of Department of Technology and Innovation

Cover Analysis

1. What is it?

Mayor's Recommendation of Award RFP No. 2019000042, "Citywide Website Design Services" (the title on the RFP released was Website Design Consultant).

2. What will this piece of legislation do?

Approve the award to Plane Branding and Marketing for the website redesign project.

3. Why is this project needed?

The City requires services to analyze, develop, implement and create the framework to sustain a new public website (www.cabq.gov). The City's website has been in existence since 1994 and has grown to be one of the most visited websites in New Mexico, receiving over 14.5 million page views in the previous fiscal year. Today's website is reliable, mobile-friendly, and highly utilized; however, the general consensus is that the website does not adequately represent the City or the people of Albuquerque.

The contractor will perform an assessment; propose and implement the website design to be utilized; and include the maintenance and support model for ongoing design. The contractor will then design and implement a website to accommodate full capabilities of visual storytelling, e-commerce, constituent communications, and a seamless ability to access information and services.

4. How much will it cost and what is the funding source?

Total cost is \$293.734.54, and CIP funds have been reserved to fund the entire project.

5. Is there a revenue source associated with this Plan? If so, what level of income is projected?

Revenue is not associated with this.



City of Albuquerque
Department of Finance and Administrative Services

Timothy M. Keller, Mayor

Interoffice Memorandum

Date March 26, 2019

TO: Sarita Nair, Chief Administrative Officer
FROM: Brian A. Osterloh, ^{DAO} Director of Technology and Innovation
SUBJECT: Recommendation of Award: RFP No. 2019000042, "Citywide Website Design Services"


The City of Albuquerque Department of Technology and Innovation in conjunction with the Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation. The solicitation was posted on the purchasing website and advertised in the Albuquerque Journal. Six responses were received for evaluation.

The ad hoc evaluation committee evaluated and scored the responses in accordance with the evaluation criteria published in the RFP and recommends award of contract to Paper Plane Branding and Marketing, LLC. I concur with this recommendation. Listed below are the composite scores for the top three responses received:

Paper Plane	823
Brewhouse Media	755
Citybase Inc.	720

The City of Albuquerque's Department of Technology and Innovation will manage this contract.

Approved:

 3/28/19
Sarita Nair (Date)
Chief Administrative Officer

Attachment: Score Sheet
Campaign Reports

Original: Purchasing P2019000042

Campaign Contributors Report

Tuesday, March 26, 2019

Page 1 of 2

For the period of Mar 26, 2017 to Mar 26, 2019

Prompt Values Entered: NOTHING SELECTED, Paper plane

No Records Found

This report was created with the most current campaign contribution data provided by the City Clerk's Office (and the Information Systems Division) last updated on Dec 28, 2017

Evaluation Factors		Paper Plane Branding	City Base Inc	Brewhouse Media
What challenges do you foresee in the implementation of your proposed plan and how do you anticipate addressing them?	CM1	165	165	165
	CM2	175	150	175
	CM3	150	180	150
	CM4	150	125	100
	Up to 200	175	100	200
	Total	815	720	790
How does your proposal achieve the goal of better representing the City of Albuquerque, including its people, places, and priorities?	CM1	170	170	160
	CM2	200	175	150
	CM3	150	180	160
	CM4	200	125	100
	Up to 200	200	100	175
	Total	920	750	745
This RFP aims to both improve the design and the information architecture of the website with the Plane Framework. How does your proposal balance these two important but different tasks?	CM1	130	165	175
	CM2	180	100	200
	CM3	160	140	160
	CM4	150	125	100
	Up to 200	150	100	200
	Total	770	630	835
To what extent will your firm commit to on-site representatives to meet the City's needs?	CM1	200	150	150
	CM2	200	150	100
	CM3	150	180	130
	CM4	200	125	100
	Up to 200	150	100	150
	subtotal	900	705	630
Present an example of a project your firm has completed that most closely resembles the scope of work for this RFP and explain how your example relates to the needs of the City	CM1	120	170	175
	CM2	150	200	175
	CM3	165	150	150
	CM4	150	125	100
	Up to 200	125	150	175
	subtotal	710	795	775
Total		4115	3600	3775
AVERAGE (1000 Points Possible)		823	720	755

Evaluation Factors		Puesticon	City Base Inc	Brewhouse Media	RK Venture	Paper Plane Branding	Sera Technologies
Clear and detailed plan to analyze and design a user-centric, topic-oriented public website for the City of Albuquerque	CM1	120	110	140	120	120	130
	CM2	100	115	125	100	75	75
	CM3	115	120	115	95	110	80
	CM4	100	125	125	110	147	75
	Up to 150	CM5	100	160	150	100	75
	Total	535	670	695	595	572	425
Quality of offeror and personnel portfolio as determined by review committee	CM1	120	140	150	120	110	110
	CM2	125	135	125	100	75	100
	CM3	120	110	110	125	120	90
	CM4	140	110	145	140	145	75
	Up to 150	CM5	120	110	125	125	75
	Total	625	675	660	620	595	470
Clear and detailed plan to implement the changes and provide for sustainability	CM1	140	100	100	220	240	240
	CM2	250	200	250	150	150	100
	CM3	250	240	245	215	260	100
	CM4	200	290	250	200	280	150
	Up to 100	CM5	250	200	250	200	200
	Total	1110	1270	1270	1035	1130	810
Experience and qualifications of the Offeror and personnel as described in Section 2.1 of the RFP	CM1	120	150	140	120	120	120
	CM2	125	125	125	100	50	110
	CM3	100	140	145	100	115	100
	CM4	140	100	150	150	145	75
	Up to 150 pts	CM5	100	125	100	100	75
	subtotal	585	640	660	595	530	480
Ability to achieve the goals outlined as determined by the review committee	CM1	110	150	150	120	110	150
	CM2	125	100	125	75	75	50
	CM3	115	115	120	100	100	90
	CM4	140	140	140	145	145	75
	Up to 150 pts	CM5	120	100	110	100	100
	subtotal	610	625	615	570	550	465
Clear proposal with total proposal price for completion of all work in section 2.2 of the RFP to perform the tasks listed in the Scope of Work	CM1	52	100	92	51	94	74
	CM2	52	100	92	51	94	74
	CM3	52	100	92	51	94	74
	CM4	52	100	92	51	94	74
	Up to 100	CM5	52	100	92	51	74
	subtotal	260	500	460	255	470	370
Total		3825	4380	4270	3670	3847	3080
AVERAGE (1000 Points Possible)		765	876	854	734	769	616
Preferences							
Local Vendor (50 Pts)					50	50	50
Small Vendor (40 Pts)					50	50	50
State (50 Pts)							
Vendor (50 Pts)							
(to be calculated by Purchaser)							
total							
GRAND Total 1300 Points Possible		765	876	854	834	809	786

City of Albuquerque

Request for Proposals

Solicitation Number: P201900042

WEBSITE DESIGN CONSULTANT

December 7, 2018



Deadline for Receipt of Proposals: Friday, January 11, 2019 at 4:00 p.m. (Mountain Time)
The City eProcurement System will not allow proposals to be submitted after this date & time.

Optional Pre-proposal Conference:

Date: Friday, December 21, 2018

Time: 1:30-3:00 pm (MST)

Place: City Hall (City of Albuquerque)

One Civic Plaza-8th Floor

ERP Training Room #8037

Albuquerque, NM 87103

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

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INTRODUCTION

The City of Albuquerque is soliciting proposals from qualified vendors to analyze, develop, implement and create the framework to sustain a new public website (www.cabq.gov). The City of Albuquerque's website has been in existence since 1994 and has grown to be one of the most visited websites in New Mexico, receiving over 14.5 million page views in the previous fiscal year. Today's website is reliable, mobile-friendly, and highly utilized; however, the general consensus is that the website does not adequately represent the City or the people of Albuquerque.

This RFP aims to better tell the story about this great city through increased use of visual assets while preserving the elements of the website that make it so useful to those who rely on it for access to the information and services.

The City expects Phases 1 & 2 to cost between \$150,000 and \$250,000 and has budgeted as such.

The goal is to select a vendor(s) that can support all the features and parameters described in the Scope section of this RFP. The selected vendor(s) will work closely with the Director of Marketing and Innovation, City Digital Engagement Staff, and the community during the process. The selected vendor(s) will perform an assessment; propose and implement the website design to be utilized; and include the maintenance and support model for ongoing design. The City expects that the selected vendor(s) will design and implement a website to accommodate full capabilities of visual storytelling, e-commerce, constituent communications, and a seamless ability to access information and services.

PART 1
INSTRUCTIONS TO OFFERORS

1.1 RFP Number and Title: P2019000042, "WEBSITE DESIGN CONSULTANT"

1.2 Proposal Due Date: Friday, January 11, 2019 - NLT 4:00 PM (Local Time)
The time and date proposals are due shall be strictly observed.

1.2.1 Instructions regarding Pre-Proposal Conference:

Optional Pre-proposal Conference:

Date: Friday, December 21, 2018

Time: 1:30-3:00 pm (MST)

Place: City Hall (City of Albuquerque)

One Civic Plaza-8th Floor

ERP Training Room #8037

Albuquerque, NM 87103;

Virtual Meeting Location: Join Zoom Meeting

<https://zoom.us/j/2057200747>

One tap mobile

+16699006833,,2057200747# US (San Jose)

+16465588656,,2057200747# US (New York)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 646 558 8656 US (New York)

Meeting ID: 205 720 0747

Find your local number: <https://zoom.us/u/dNuLniOkY>

1.2.2 Non-Mandatory Pre-Proposal Conference: This is not a mandatory pre-proposal conference but participation is highly recommended. Those vendors who choose not to attend shall be solely responsible for obtaining any additional information clarifications or addenda resulting from this meeting.

1.2.3 Questions: The City shall have in attendance key personnel to answer questions or discuss issues that may arise. Questions should be prepared prior to the conference and both hard and soft copies of such questions submitted to the Purchasing Representative prior to or on the day of the conference.

1.3 Purchasing Division: This 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, (the "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 ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this 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 Offer: Acceptance of Offer is contingent upon Offeror's certification and agreement by submittal of its offer, 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: City of Albuquerque Purchasing Rules and Regulations: These Rules and Regulations (the "Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance (the "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 offer is contingent upon the Offeror's certification and agreement by submittal of its offer, 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 Resources Department.

1.5.4 Americans with Disabilities Act Compliance: Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and federal regulations promulgated there under.

1.5.5 Insurance and Bonding Compliance: Acceptance of offer 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: Offeror may not use the consultation or assistance of any person, firm, or 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 offer 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 offer 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.

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 offer 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 Request for Proposals is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing representative for this solicitation through the online eProcurement system unless otherwise specified in the solicitation:

➤ Iris Cordova, Purchasing Program Specialist, Department of Finance &

Administrative Services, Purchasing Division

- Phone: (505) 768-3333 or E-Mail: 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 City of Albuquerque Mayor's Office.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this Request For Proposals must be requested in writing not less than ten (10) working days prior to the deadline for the receipt of offers to allow sufficient time for a reply to reach all Offerors before the submission of their offers. 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. All answers will be posted to the online eProcurement System and will constitute Addendum to this Request for Proposals.

1.9 Submission. Modification or Withdrawal of Offers: Offers must be submitted through the online eProcurement system. Please see the Solicitation Instructions on the online cover page for this solicitation.

1.9.1 Electronic Copy. Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at <http://www.cabq.gov/dfa/purchasing/solicitations/solicitations>. If you do not have a username and password, please [register](#) as this is the only method to submit electronically on Sicomm.net. For assistance, please contact the Sicomm.net technical support at (800) 614-0563.

1.9.2 Hard Copy. In addition to the electronic submittal, the Offeror must also submit one (1) original copy of its Technical Proposal. The original Proposal shall be clearly marked as "Original" on the cover of the Proposal. In addition, in a separate sealed envelope, clearly marked as "Cost Proposal", submit two (2) original Cost Proposals for this RFP.

1.9.3 Soft Copy. In addition to the electronic copy submitted through the City's eProcurement System in Section 1.91, the Offeror must include with its original hard copy Proposal submission, eight (8) thumb/flash drives each containing a copy of its Technical Proposal as well as all forms, attachments, exhibits, etc. in PDF format plus one (1) "original" flash drive, clearly marked, containing a copy of its Technical Proposal and Cost Proposal as well as all forms, attachments, exhibits, etc. in their original format.. Each file on the thumb/flash drive shall be password protected. The password must be provided in the original hard copies proposal on the Offeror's identification page.

1.9.4 Proposal Package Preparation. Proposals and modifications thereof shall be enclosed in sealed envelopes and have the following identifying information on the outside:

- ➔Name and Address of Offeror
- ➔Closing Date and Time of RFP

- RFP Number
- RFP Title

1.9.5 Ship, Deliver, or Hand-Carry Sealed Proposals to: City of Albuquerque Purchasing Division, One Civic Plaza Dr. NW, City Hall- 7th Floor, Room 7012, Albuquerque, New Mexico 87102. **Mark all packages as stated above.** Use this address for packages delivered via non United States Postal Service carriers.

1.9.6 Mail Sealed Proposals to: City of Albuquerque Purchasing Division, Post Office Box 1293, Albuquerque, New Mexico 87103. (Certified Mail is recommended). The City shall not be responsible for the failure of mailed Proposals to actually be received by the Purchasing Department by 4:00 PM (Mountain Time) of the day of closing.

ALL SEALED 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.

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

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

1.9.9 Receipt of Proposals. The only acceptable evidence to establish the time of receipt of Proposals at the City Clerk's Office is the time-date stamp of that Office on the Proposal wrapper or other documentary evidence of receipt maintained by that Office. Since both electronic and hard copy submission is required, the City will treat the time-stamp of the later of the two receipts as the official documentary evidence of receipt.

1.9.10 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 may 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. Please state that you accept the terms and conditions of the Draft Agreement, or note exceptions.

1.12 Evaluation period: The City reserves the right to analyze, examine and interpret any offer

for a period of ninety (90) days after the hour and date specified for the receipt of offers.

1.13 Evaluation Assistance: The City of Albuquerque, in evaluating proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

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

1.15 Debarment of Offeror: 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.

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 offer conforming to the Request for Proposals will be most advantageous to the City as set forth in the Evaluation Criteria.

1.16.3 Contract Term: The Contract Term shall be in two (2) phases. Phase 1 provides an assessment and requirements document. Phase 2 provides the building and implementation of the solution, based on requirements from Phase 1. The contract resulting from this solicitation is anticipated to have a term of (6) months, both Phase 1 and Phase 2, including first year maintenance, and the estimated cost for yearly support and maintenance years 2-5.

1.16.4 Debarment/Cancellation of Contract: Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (the "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.

1.17 Cancellation: This Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest 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 Request for Proposals.

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 separating that material from the Offeror's main Proposal, marking it as "Trade Secret", "Proprietary Data", or "Confidential Data" and uploading it separately from its main Proposal submitted 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 separated, 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 for local, small and resident businesses may be available under the City of Albuquerque Public Purchases Ordinance, for this procurement. See Part 5 of this Request for Proposals for additional information.

1.22 Request for Proposals (RFP) 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 Purchasing Officer no later than ten (10) working days prior to the deadline for the receipt of offers.

1.22.2 Recommendation of Award: If the protest concerns other matters relating to this solicitation, the protest must be filed within ten (10) working days after the receipt of notice of the Recommendation of Award.

1.22.3 Timely Protests: Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out herein, or they will not be considered valid. The Purchasing 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 Purchasing Officer. The protest shall be addressed to the Purchasing Officer, must be submitted in written form and must be legible. Protests may be hand-delivered or mailed. Facsimile, telephonic, telegraphic or electronic 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;
- 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
 - Purchasing Division
 - PO Box 1293
 - Albuquerque, New Mexico 87103
- RFP Number
PROTEST

1.22.7 Protest Response by Purchasing Officer: All protests will be responded to by the Purchasing Officer upon evaluation. The Purchasing Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Purchasing 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 to be allowed. 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 Purchasing Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Purchasing 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 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) 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 are 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.

1.23.3.4. Professional Liability (Errors and Omissions) Insurance.

Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.

1.23.3.5. Cyber Liability Errors & Omissions/Professional Liability. Cyber liability insurance, including but not limited to liability arising out of or associated with Internet activities and the use or operation of computers and computer networks not less than \$2,000,000.

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.

1.24 Pay Equity Documentation. All Proposals shall include a Pay Equity Reporting Form which can be accessed at <http://www.cabq.gov/womens-pay-equity-task-force-instructions/albuquerque-pay-equity-initiative-instructions> 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 CITY'S OFFICE OF EQUITY AND INCLUSION BY TELEPHONE: (505) 768-4712 OR ELECTRONIC MAIL: odhr@cabq.gov.

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PART 2 PROPOSAL FORMAT

2.1 Technical Proposal Format, 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 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, which are now complete; state for whom the work was performed, size of the project, year completed, and a reference person who can be contacted regarding the work. References must be for work performed in the past three to five (3 to 5) years. State relevant experience with other municipalities or government entities.

2.1.2.3 Portfolio. Provide design portfolios for a minimum of three (3) projects. State for whom the work was performed, size of the project, year completed, and a reference person who can be contacted regarding the work. The portfolios provided may be for the same or separate projects as provided in section 2.1.2.2.

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: Submit your Cost Proposal separately from your technical proposal. Follow the format attached to this RFP as Appendix A.

2.2.2 Offerors should show detailed costs by task and number of hours dedicated to each task as listed in the specifications.

2.2.3 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 offers 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.

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PART 3

SCOPE OF SERVICES

Objective: The purpose of this RFP is to solicit proposals from qualified vendors to analyze, develop, implement and sustain a new public website for the City of Albuquerque. (www.cabq.gov)

Scope of Services: The scope of work will minimally provide an outcome that meets the following criteria:

- A website design that is accessible via and fully functional for current and emerging device technology.
- A website design that is accessible in accordance with current and emerging standards, regulations and statutes including the Americans with Disability Act and Section 508 of the Rehabilitation Act of 1973.
- A website design that is user centric, content oriented, engaging and interactive.
- A website design that supports language translation services (e.g. Google Translate).
- A homepage that is clean, creative and attractive, designed to be easy to update and change as web trends and content goals move forward.
- A website that allows for department creativity in how the website looks, within established City style and content guidelines.
- A website design that incorporates photos, animations and videos utilizing current and evolving industry technologies.
- A website design that supports interaction with social networking technologies.
- An easy to navigate information architecture that supports topic-oriented content.
- A website design that accommodates interfaces with other websites and software applications (e.g. RecTrac, OnBase, CRM, ABQtodo). **Note:** The Offeror is not responsible for these interfaces and linkages.
- Adheres to current federal, state and City statutes and regulations.
- A website design that accommodates interfaces with current and emerging voice assistants (e.g. Siri, Alexa and Cortana). **Note:** The Offeror is not responsible for these interfaces and linkages.
- A website design that accommodates interfaces with current and emerging chatbot and textbot. **Note:** The Offeror is not responsible for these interfaces and linkages.

Description of Platform to be Designed

- Utilizes the Plone Content Management System with Bootstrap Framework Design. See Appendix D for more information about designing within this platform.
- The City utilizes Google Analytics and Crazy Egg to provide user behavior information. This information is based on non-personally identifiable information.
- A site design that does not utilize cookies. See Appendix E for two years of analytic data for the current website.
- Google Translate must be located at the top of every page within the site.
- The City currently utilizes Google Custom Search to power site search, but is open to other options, if it better serves the design proposed.

Phase 1 – Analysis

- Analyze the current website, www.cabq.gov.
- Provide recommendations for a topic-oriented information architecture and user-centric design using input from internal and external stakeholders. The City expects significant on-site work for gathering this input.
- Provide proposed outline of new site architecture.
- Provide proposed drafts of page design templates.
- Provide the Phase 1 analysis/assessment and requirements document including any changes to Phase 2 as submitted for this RFP.

Phase 2 – Develop and Implement

- Work with the City's Plone CMS Service Provider to ensure the creation of a technical framework to accommodate the proposed information architecture and website design.
- Phase 2 will be executed using final requirements from Phase 1. The City expects significant on-site work for this effort.
- Work with City Digital Engagement Staff, Department Content Contributors, and other key stakeholders to migrate existing content and new content to the agreed upon information architecture and website design.
- Post go-live and provide 60 days of website information architecture and design support. The City expects on-site presence.

Ongoing Support

- Provide ongoing design support services to maintain usability, currency, and freshness of the website.

PART 4 EVALUATION OF OFFERS

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 offers.

4.2 Evaluation Criteria. The following general criteria, not listed in order or 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:

150 -- Clear and detailed plan to analyze and design a user-centric, topic-oriented public website for the City of Albuquerque.

150 -- Quality of offeror and personnel portfolio as determined by review committee.

300 -- Clear and detailed plan to implement the changes and provide for sustainability.

150 -- Experience and qualifications of the Offeror and personnel as described in Section 2.1 of this RFP.

150 -- Ability to achieve the goals outlined as determined by the review committee.

100 -- Cost proposal - The costs proposed by the Contractor as described in section 2.2 of this RFP to perform the tasks listed in the Scope of Work.

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.

4.3 Preferences. Preferences for local, small and resident (state) businesses may be available under the City of Albuquerque Public Purchases Ordinance, for this procurement. See Part 5 of this Request for Proposals for additional information.

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PART 5
Instructions for PREFERENCE CERTIFICATION FORM
For City Local, Small, or Pay Equity Preferences and/or State Resident Business and Veteran Preferences
(Goods & Services)

1. ALL INFORMATION MUST BE PROVIDED. A 5% Small Business Preference, a 5% Local Business Preference, a 5% State Resident Business Preference, a 5% Pay Equity Preference and/or a 5% State Resident Veteran Business Preference (collectively the latter two, "State Preference") are available for this procurement. To qualify, an Offeror **MUST** complete and submit this Preference Certification Form **WITH ITS PROPOSAL**. For a Pay Equity Preference, the City Pay Equity Business Certificate **MUST** be attached. For State Preference the New Mexico State certification of eligibility **MUST** be attached. If a Proposal is received without this Preference Certification Form and any required certifications attached, completed, signed and certified, or if this Preference Certification Form is received without the required information, the preference shall not be applied. **NO FORM SHALL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**

2. PHYSICAL LOCATION MUST BE STATED. To qualify for the Small business or Local Business Preference, a business must have its principal office and place of business in the Greater Albuquerque Metropolitan Area. The business location identified on the Preference Certification Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.

3. PREFERENCE CERTIFICATION FORM MUST BE COMPLETED BY PRINCIPAL OFFEROR. This Preference Certification Form must be completed for the Principal Offeror, or one of the Principal Offerors if the Offeror is a joint venture or partnership, or by an individual authorized to sign for the Offeror. Subcontractors of the Offeror shall not be used to qualify a Proposal for a preference and should not complete or submit the Form.

4. APPLICATION OF PREFERENCES. The State Resident Business Preference or State Resident Veteran Business Preference shall be applied to any Proposals submitted that include a valid, State of New Mexico-issued, Resident Business or Resident Veteran Business Certification Number. The Small Business Preference, and the Local Business Preference shall be applied to all Proposals submitted by eligible small businesses. The local preference only will be applied to all Proposals submitted by eligible local businesses which are not small businesses. The Pay Equity Preference shall be applied to all Proposals submitted that include a City Pay Equity Business Certificate. The total percentage of all preferences awarded shall not exceed ten percent (10%).

5. DEFINITIONS. The following definitions apply:

- The Greater Albuquerque Metropolitan Area includes all locations within the City of Albuquerque and Bernalillo County.
- A Local Business is a business with its Principal Office and Place of Business in the Greater Albuquerque Metropolitan Area.
- A Small Business is a Local Business that employs an average of fewer than fifty (50) full-time employees in a calendar year. The calendar year immediately prior to the request for the preference should be used.
- A Principal Office is the headquarters, main or home office of the business as identified in tax returns, business licenses and other official business documents.
- A Place of Business is a business' location in the Greater Albuquerque Metropolitan Areas that is staffed and open to the public on a regular basis.
- A full-time employee is an employee of the business who is hired to work at least forty (40) hours per week, whether permanent, temporary or seasonal status. If all full-time employees of the business are hired to work a shorter work week, the Chief Procurement Officer may reduce this requirement, upon receipt of adequate documentation.
- Pay Equity Preference shall be applicable as provided in City Ordinance 5-5-31 (as amended by C/S O-17-33).
- State Resident Business and State Resident Veteran Business shall be applicable as provided in 13-1-21 NMSA 1978.

6. ADDITIONAL DOCUMENTATION. If requested, a business shall provide, within three (3) working days of receipt of the request, documentation to substantiate the information provided on the Preference Certification Form. The Chief Procurement Officer shall determine the sufficiency of such documentation.

7. NO PREFERENCES SHALL BE APPLIED IF FEDERAL FUNDS ARE USED.



**VENDOR
PREFERENCE
AFFIDAVIT OF ELIGIBILITY**

City of Albuquerque
Purchasing Division

One Civic Plaza – 7th Floor
P.O. Box 1293 Room 7012
Albuquerque, NM 87103
Phone: (505) 768-3320
Fax: (505) 768-3355

Preference Type: Check applicable preference(s): ☐ Local-City Business ☐ Small Business
☐ State Resident Business Preference ☐ State Resident Veteran Business Preference ☐ Pay Equity Preference

Legal Name of Firm: _____

Contact Person: _____

Telephone: _____

E-mail Address: _____

Fax: _____

Mailing Address: _____

Physical Address (If Different): _____

Number of full-time employees working in the city of Albuquerque: _____

Attach 941 Tax Form

Check all that apply:

- ☐ **I certify my company meets the following qualifications to be eligible for Local Business Preference:**
1. Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County). Attach 941 I.R.S. Tax Form.
 2. Such location is staffed with full-time employees.
 3. Such location is open to the public on a regular basis.
 4. The vendor is operating or performing its business from this location.
 5. **Note:** A post office box shall not be considered a physical business address.
- ☐ **I certify my company meets the following qualifications to be eligible for Small Business Preference:**
1. Meets the requirements for a Local Business Preference (see above).
 2. Employs fewer than fifty (50) full-time employees in a calendar year. Attach 941 I.R.S. Tax Form.
- ☐ **I certify that I am attaching the Pay Equity Business Certificate. NOTE:** The Pay Equity Form required in Section 1.24 of this RFP is not a Pay Equity Business Certificate, nor does it qualify you for the Pay Equity Preference. To obtain a certificate, please contact the Office of Equity and Inclusion by telephone (505) 768-4712 or email: odhr@cabq.gov.
- ☐ **I certify that I am attaching the New Mexico State certification of Resident Business.**
- ☐ **I certify that I am attaching the New Mexico State certification Resident Veteran's Business preference.**
- ☐ **I certify that under the penalty of perjury, the foregoing statements are true and correct. I also acknowledge that any person, firm, corporation or entity intentionally submitting false information to the city in an attempt to qualify for a local or small preference shall be prohibited from bidding on City goods and/or services for a period of up to three (3) years.**

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

ACKNOWLEDGMENT

State of New Mexico

County of _____

Signed and sworn to before me on _____ by _____

Notary

My Commission expires on: _____

PREFERENCE CERTIFICATION FORM
For Local, Small or Resident Business Preferences
(Goods & Services)

RFP NO: P2019000042

Business Name:

Principal Office:

Street Address

City

State

Zip code


Place of Business:

Street Address

City

State

Zip code

 *If your Principal Office and Place of Business are in the Greater Albuquerque Metropolitan Area, see definitions in attached instructions and provide the following information:*

Average Number of Full-time Employees from the Previous Calendar Year:
Select One:

- ☐ 0 – 19 employees
☐ 20 or more employees

 *If applicable, insert State of New Mexico Resident Business or Resident Manufacturer Certification Number: _____*

CERTIFICATION

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

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ **Date:** _____

YOU MUST RETURN THIS FORM WITH YOUR OFFER

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, (hereinafter referred to as the "City"), and _____, hereinafter referred to as the "Contractor"), a _____, whose address is _____.

RECITALS

WHEREAS, the City issued a Request For Proposals for the Technology & Innovation Department, P2019000042, titled "Website Consultant", which is Exhibit A to this Agreement; and

WHEREAS, the Contractor submitted its proposal, dated _____, in response to P2019000042, 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 (hereinafter the "Services") in a satisfactory and proper manner, as determined by the City:

Provide the City a qualified Website Consultant to analyze, develop, implement and sustain a new public website for the City of Albuquerque (www.cabq.gov), in accordance with Exhibit A as supplemented by Exhibit B.

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 one year of the date of execution of this Agreement. This Agreement may be extended for up to two (2) 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 bonds and insurances required in Exhibit A, Section 1.25, have been obtained and the proper certificates (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. 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.
23. **Applicable Law.** 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.
24. **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.
25. **Approval Required.** This Agreement shall not become effective or binding until approved by the City's Chief Administrative Officer.

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: _____

PART 7
APPENDIX A
COST PROPOSAL FORM**

Total Cost of Ownership Summary

	Phase 1	Phase 2	Maint Yr1	Maint Yr2	Maint Yr3	Maint Yr4	Maint Yr5	Total \$
Total Anticipated Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Task Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Additional Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

 Compay Name

 Authorize Representative Name

 Date

 Title

****See Excell Worksheet Attachment uploaded to Sicomm.net for the Full Cost Proposal Form including ALL 8 pages required. ****

**PART 8
APPENDIX B**

***Performance
Bond***

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ as Principal, hereinafter called the Contractor, and _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the City, in the amount of _____ for the payment whereof the Contractor and Surety firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor shall by written agreement enter into a contract with the City described as follows: _____, which contract shall by reference be made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor shall faithfully perform and complete said Contract according to its terms and comply with all requirements of law, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

The Surety hereby consents to progress payments to the Contractor and acknowledges that such payments shall not preclude the City from showing the true character and quality of materials furnished or services rendered or from recovering from the Contractor or Surety such damages as the City may sustain by reason of deficiency in quantity or quality of materials or services furnished with respect to which a progress payment was made.

Whenever the Contractor shall be, and is declared by the City to be, in default under the Contract, the City having performed its obligations thereunder; the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain quotes, bids or proposals for submission to the City for completing the Contract in accordance with its terms and conditions and, upon determination by the City and Surety of the responsive and responsible Offeror, arrange for a contract between such Offeror and the City and make available as the work progresses (even though there should be default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price

but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph shall mean the total amount payable by the City to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

The Surety acknowledges that the Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Any suit under this bond must be instituted before the expiration of three years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six months following the expiration of said express guarantees, if any.

Right of action with respect to any express guarantees, if any, in the Contract shall accrue following completion and formal acceptance of the work under the Contract.

No right of action shall accrue on this bond to or for the use of any persons or corporation other than the City named herein or its successors or assigns.

SIGNED AND SEALED this ____ day of _____, 20 ____.

ATTEST:

Contractor

By: _____

Title: _____

ATTEST:

Surety

By: _____

Title: _____

Claims or Notice given to Surety pursuant to this Bond shall be sent to the following mailing address:

PART 9

APPENDIX C

WEBSITE DESIGN/UX CONSIDERATIONS

Plone 5 CMS

Like other CMS's, Plone depends on templates for page layouts and views for individual content and content listing layouts. Because the templates are integrated tightly with the backend system, we approach their development within Plone a bit differently than other WCMS's. The template and view development are implemented as add-on products to the core Plone software environment. Template code is managed via a Git repository along with LESS, Sass, and compiled CSS files.

Enfold believes that before design implementation into a new CABQ theme, a working prototype needs to be created in Plone that includes all required functionality using a generic Bootstrap theme that comes with Plone. A development/testing server will be created for Enfold and CABQ teams to develop, deploy, then test required functionality. This functionality will be any existing functionality that exists on the production site and any new functionality requirements that are identified during the design process.

Design Requirements

Functional Prototypes

Any functionality that has been requested to build will be prototyped in Invision (<https://www.invisionapp.com/>). The team can mock up the functionality such as navigation (fly-outs, click functionality, etc.), unique content type functionality (events, news, etc.). Invision will be a place for the project teams to prototype new functionality and give input where needed.

Once the functionality has been approved, it will be developed on the Plone development server using the generic testing theme. The idea here is to vet all functionality on the Invision platform before writing code to ensure that there is little wasted development effort and major functionality decisions are not being made during the development process.

Style Guides

Style Guides need to be created for the new theme to depict all of the instances of headers, fonts, roll-over states, button styles, etc.

Design Mockups

Design should happen in parallel during the functional prototype creation. Mockups should be submitted to the teams and periodically have feedback sent to the design team for updates.

Deliverables

Design files should be delivered as Sketch and Photoshop files that will be used to 'cut up' and create the templates for the theme. These files should not be flattened and should maintain their layers to allow for the segregation of graphic elements from the design files. Any new vector art should be provided via Illustrator and exported layered eps files. Enfold will use these files to

create graphic's objects for the site, as needed.

Bootstrap Framework Design

The new site design should take into account that the HTML template framework will be based on the latest stable release of Bootstrap (www.getbootstrap.com).

There are several design resources available on the Internet that provide PSD and Sketch templates to create a design based on the Bootstrap framework grid. This will help prevent the teams from designing elements that drift too far outside the framework which may lead to highly customized UI elements.

Contact Information

Animal Welfare

Dial 311 (505-768-2000)

[Full contact information](#)

Site Specific Design Elements

Navigation

Because the site navigation is dynamic and built off of internal Plone functionality, it is crucial to determine whether there will be custom or native navigation integrated into the design. It will also be necessary to determine if the designed navigation uses default Bootstrap navigation widgets or if there are custom navigation structures that need to be taken into account.

Templates

There will be site templates created for the overall layout of content for the site. For example, currently, there are two main layout templates for the production CABQ website.

1. **Homepage Template** - This template allows for the custom unique content layout for the CABQ homepage. This template is essentially a simple bootstrap framework template and there are several 'Views' of content that replace different content items on the page.
2. **Interior Template** - This template allows for the layout of all internal page content using one to three columns of content.

The new design must take into account all of the different core layout possibilities so that templates can be created to suit the different content layouts. Templates will be created based on these layouts.

Views (Calendars, Events)

Views are usually content specific layout customizations used within template layouts. For example, on the CABQ production site, the site event detail pages have a custom layout. Several other content types have custom layouts such as news, air quality pages, etc. Any existing and new views need to be identified and planned for in the new design.

Portlets

Plone uses portlets to populate the left and right columns of content pages. The design for these portlets needs to be taken into account for all viewport sizes.

Tables

Several table styles come with the Bootstrap framework. There are also several ways to handle tables on responsive devices. We have found that any tabular data that needs to be viewed on small devices can best be viewed by the native responsive table styles that Bootstrap provides. This responsive table style allows for tables to be scrolled side-to-side on mobile devices so users can see all of the table contents without blowing out the design layout. (<http://getbootstrap.com/css/#tables-responsive>)

The native bootstrap table styles can be viewed at <http://getbootstrap.com/css/#tables>.

Responsive

The Bootstrap framework takes the mobile-first approach and has several native breakpoints for different device types. The standard breakpoints are:

Extra small devices Phones (<768px)	Small devices Tablets (≥768px)	Medium devices Desktops (≥992px)	Large devices Desktops (≥1200px)
--	-----------------------------------	-------------------------------------	-------------------------------------

If there are custom breakpoints, then these will need to be identified early on in the design phase.

NOTE: These default breakpoints are being used on the production CABQ.gov website.

Front End Impact

Plone provides a WYSIWYG Editing experience for most content types. However, if the design calls for a highly customized experience, the content administrators may need to manage that content differently, then use the standard page editing experience.

An example of this is the current CABQ homepage. This homepage is not editable directly, but is composed of several content items contained in subdirectories of off the root level of the website. The content objects are managed within these directories and the homepage is updated based on those items.

Iterative Testing and Reporting

During the design and implementation, Enfold can run automated tests to flag non-compliant elements of the template and design. The teams can correct these items and run further iterative reports and changes.

PART 9 APPENDIX D WEBSITE ANALYTICS

http://www.cabq.gov
2. www.cabq.gov All Traffic

GO TO REPORT

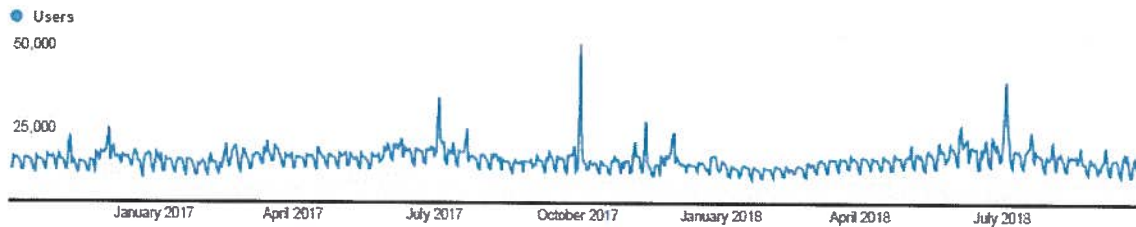
Overview

All Users
100.00% Users

Oct 1, 2016 - Sep 30, 2018

Explorer

Summary



Device Category	Acquisition			Behavior			Conversions Goal 1: Trip Planning		
	Users	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration	Trip Planning (Goal 1 Conversion Rate)	Trip Planning (Goal 1 Completions)	Trip Planning (Goal 1 Value)
	5,003,511 % of Total: 100.00% (5,003,511)	5,064,861 % of Total: 100.00% (5,064,861)	11,557,630 * % of Total: 100.00% (11,557,630)	55.93% Avg for View: 55.93% (0.00%)	2.53 Avg for View: 2.53 (0.00%)	00:02:27 Avg for View: 00:02:27 (0.00%)	0.00% Avg for View: 0.00% (0.00%)	0 % of Total: 0.00% (0)	\$0.00 % of Total: 0.00% (0.00%)
1. mobile	2,540,293 (50.40%)	2,562,936 (50.60%)	6,197,596 (53.62%)	61.36%	2.06	00:01:51	0.00%	0 (0.00%)	\$0.00 (0.00%)
2. desktop	2,182,335 (43.30%)	2,181,504 (43.07%)	4,692,715 (40.50%)	49.10%	3.14	00:03:16	0.00%	0 (0.00%)	\$0.00 (0.00%)
3. tablet	317,579 (6.30%)	320,421 (6.33%)	667,319 (5.77%)	53.61%	2.56	00:02:18	0.00%	0 (0.00%)	\$0.00 (0.00%)

Rows 1 - 3 of 3

© 2018 Google

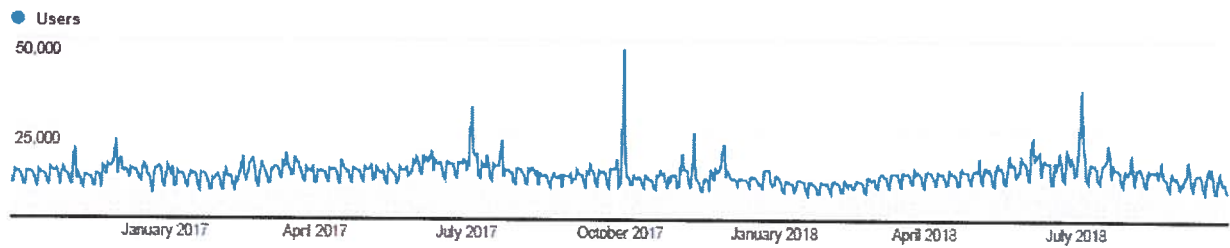
Overview

All Users
100.00% Users

Oct 1, 2016 - Sep 30, 2018

Explorer

Summary



Device Category	Acquisition			Behavior			Conversions Goal 1: Trip Planning		
	Users	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration	Trip Planning (Goal 1 Conversion Rate)	Trip Planning (Goal 1 Completions)	Trip Planning (Goal 1 Value)
	5,003,511 % of Total: 100.00% (5,003,511)	5,064,861 % of Total: 100.00% (5,064,861)	11,557,630 % of Total: 100.00% (11,557,630)	55.93% Avg for View: 55.93% (0.00%)	2.53 Avg for View: 2.53 (0.00%)	00:02:27 Avg for View: 00:02:27 (0.00%)	0.00% Avg for View: 0.00% (0.00%)	0 % of Total: 0.00% (0)	\$0.00 % of Total: 0.00% (0.00%)
1. mobile	2,540,293 (50.40%)	2,562,936 (50.60%)	6,197,596 (53.62%)	61.36%	2.06	00:01:51	0.00%	0 (0.00%)	\$0.00 (0.00%)
2. desktop	2,182,335 (43.30%)	2,181,504 (43.07%)	4,692,715 (40.60%)	49.10%	3.14	00:03:16	0.00%	0 (0.00%)	\$0.00 (0.00%)
3. tablet	317,579 (6.30%)	320,421 (6.33%)	667,319 (5.77%)	53.61%	2.56	00:02:18	0.00%	0 (0.00%)	\$0.00 (0.00%)

Rows 1 - 3 of 3

© 2018 Google



http://www.cabq.gov

2. www.cabq.gov All Traffic

[GO TO REPORT](#)

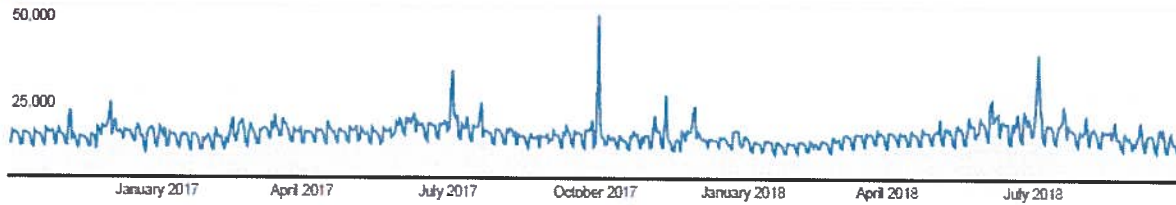
Audience Overview

All Users
100.00% Users

Oct 1, 2016 - Sep 30, 2018

Overview

Users



Users

5,003,511

New Users

5,064,861

Sessions

11,557,630

Number of Sessions per User

2.31

Pageviews

29,214,047

Pages / Session

2.53

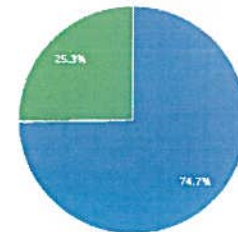
Avg. Session Duration

00:02:27

Bounce Rate

55.93%

New Visitor Returning Visitor



Language	Users	% Users
1. en-us	4,851,793	96.63%
2. en-gb	34,350	0.68%
3. es-419	16,069	0.32%
4. c	11,584	0.23%
5. es-xl	10,085	0.20%
6. en-ca	7,750	0.15%
7. en	5,692	0.11%
8. es	5,420	0.11%
9. zh-cn	5,121	0.10%
10. fr	4,438	0.09%

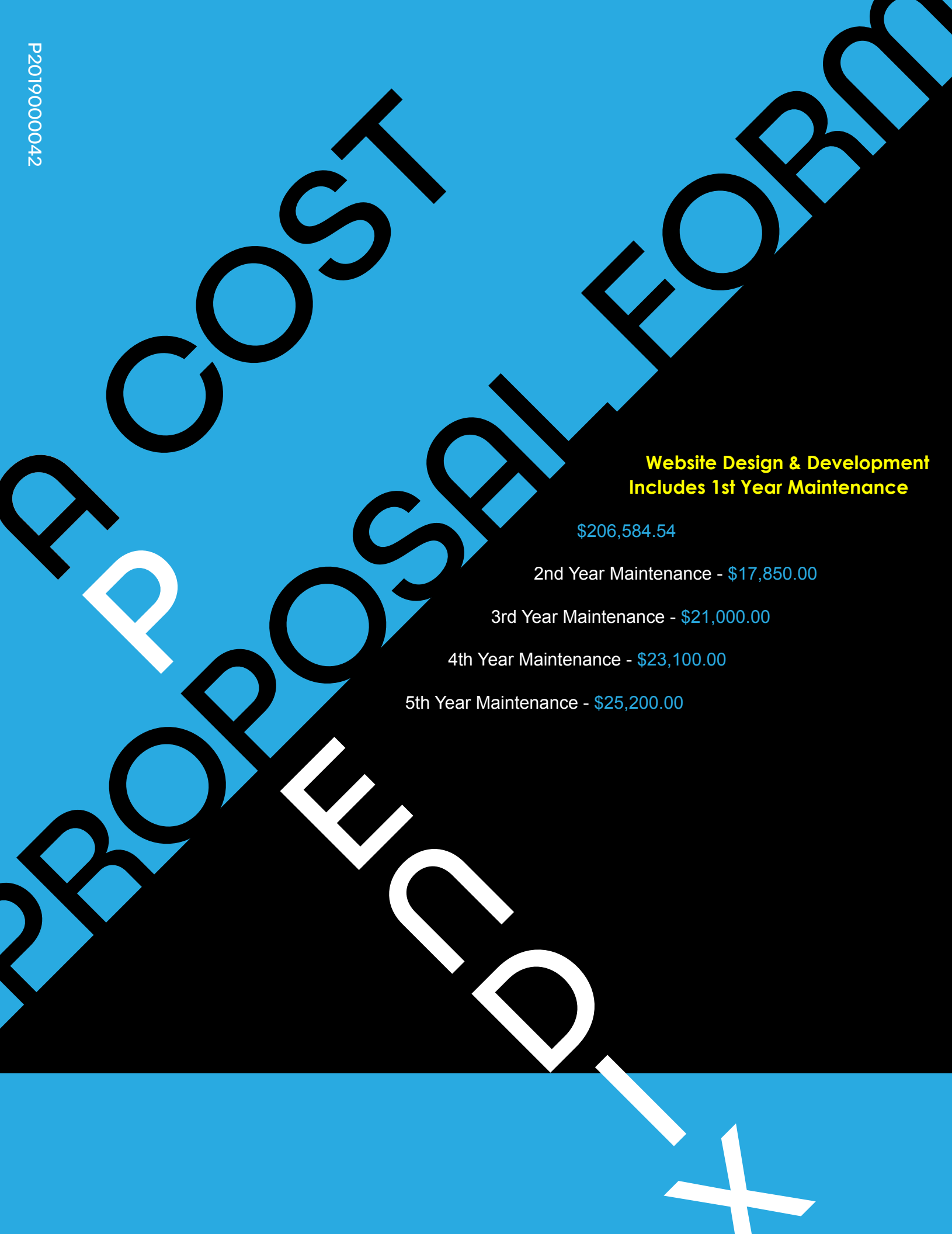
© 2018 Google



CITY OF ALBUQUERQUE
WEBSITE DESIGN consultant PROPOSAL
SOLICITATION number: P2019000042

COST PROPOSAL

Password for soft proposals
on flash drives: PPBMWDP



**Website Design & Development
Includes 1st Year Maintenance**

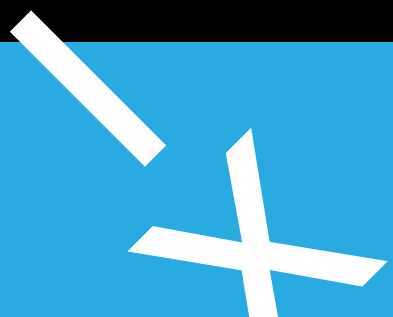
\$206,584.54

2nd Year Maintenance - \$17,850.00

3rd Year Maintenance - \$21,000.00

4th Year Maintenance - \$23,100.00

5th Year Maintenance - \$25,200.00





★ **PAPER PLANE** ★
Branding & marketing

Appendix A Cost Proposal Form

Total cost								
	Phase 1	Phase 2	Maint.Yr1	Maint.Yr2	Maint.Yr3	Maint.Yr4	Maint.Yr5	Total Cost
Total Anticipated Hours	536.0	1,048.0	150.0	170.0	200.0	220.0	240.00	
Total Task Cost	\$56,280.00	\$110,040.00	\$15,750.00	\$17,850.00	\$21,000.00	\$23,100.00	\$25,200.00	\$269,220.00
Total Additional Expense	\$7,528.91	\$16,985.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,514.54
Total cost	\$63,808.91	\$127,025.63	\$15,750.00	\$17,850.00	\$21,000.00	\$23,100.00	\$25,200.00	\$293,734.54
Paper Plane Branding and Marketing Company Name								
Jessica Gentry Authorized Representative Name		1.10.19 Date						
Managing Partner Title								
Signature								

P2019000042



★PAPER PLANE★
Branding & marketing

CITY OF ALBUQUERQUE

WEBSITE DESIGN CONSULTANT PROPOSAL

SOLICITATION NUMBER: P2019000042