REQUEST FOR PROPOSAL

The City of Durango Colorado, by and through the Grants/Contracts Division, is accepting proposals for Marketing Consultant Services at the Durango-La Plata County Airport, in accordance with the terms, conditions, and specifications contained in these documents.

Bidders wishing to participate should ensure they have all addenda prior to submission of bid. Failure to acknowledge receipt of any addenda applicable to this project could result in the rejection of your bid. This request for proposals and any subsequent addenda will be posted to the Rocky Mountain E-Purchasing System website (www.bidnetdirect.com/colorado) then click on Vendor Login or Vendor Registration if you have not already registered. Firms are encouraged to register with RMEPS for all City bid opportunities.

Questions (Questions received after the deadline may not be accepted.) Each bidder, before submitting his bid, shall become fully informed as to the extent and character of work required. All questions must be submitted via Rocky Mountain E-Purchasing System website: (www.bidnetdirect.com/colorado).

Question Deadline: November 13, 2020. Time: 4:30 p.m. (Local Time)
(Questions received after the deadline may not be accepted.)

Final Addendum: November 20, 2020. Time: 4:30 p.m. (Local Time)

Submittal Instructions:
Submittal requirements are outlined in the Submittals Section of the Bid Documents.

Project Title: Marketing Consultant Services at the Durango-La Plata County Airport

Due Date and Time: December 3, 2020. Time: 3:00 p.m. (Local Time)

Deliver Bid Via: Rocky Mountain E-Purchasing www.bidnetdirect.com/colorado
It is the sole responsibility of the respondent to see that the bid is received before the submission deadline. The respondent shall bear all risks associated with delays of any kind. Late bids will not be considered.
All bids submitted shall be binding upon the respondent if accepted by the City within sixty (60) calendar days of the submission date. Negligence upon the part of the respondent in preparing the bid confers no right of withdrawal after the time fixed for the submission of bid. This project is being bid in accordance with the City of Durango Purchasing Policy.

Bob Grogan, Jr
Grants/Contracts Division

October 23, 2020
949 E 2nd Avenue · Durango CO 81303 · 970.375.4994 · Published October 24 & 28, 2020
I. INVITATION / INTENT

The City of Durango seeks to award a contract for services to develop and implement a Strategic Marketing Plan at the Durango-La Plata County Airport (Airport or DRO) including creative development, material production, paid media placement services, and public relations support focused on the continual development of an established distinctive brand that will resonate with residents, visitors, stakeholders, and the community. The Proposer shall demonstrate excellence in quality marketing solutions, creativity and implementation, customer service, and collaborative relationships.

Limited on-call ad-hoc marketing services may also be requested in support of marketing research efforts, advertising opportunity evaluations, airport special events, airport promotional events, sponsorship activities, or trade show material development.

The Airport's objective is to provide Durango, Southwest Colorado, and the Four Corners region with access to premier air transportation. The Airport seeks to aggressively promote air service that matches the needs of the region and thereby promotes its economic development. The Proposer will be working to promote the social and economic value of flying to/from Durango and the benefits to local business, to the community, and to the individual. Messages must also provide information on any changes to DRO’s current air service program including the expansion of existing service and any new airlines and markets served.

The City reserves the right to negotiate any and all elements of this proposal. This RFP includes a project description, scope of work, submission requirements, selection process and criteria, insurance requirements, and Sample Standard Form of Agreement between City and Contractor for Professional Services Agreement. City of Durango Sample Agreement is for reference only and is non-negotiable.

Any bid that fails to conform to the essential requirements of the Request for Proposals will be rejected.

   a. Any bid that does not conform to the applicable specifications shall be rejected unless the invitation authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the RFP.

   b. Bid shall be rejected when the bidder imposes conditions that would modify requirements of the invitation or limit the bidder's liability to the Owner, since to allow the bidder to impose such conditions would be prejudicial to other bidders.

For example, bids shall be rejected in which the bidder:

1. Protects against future changes in conditions, such as increased costs, of total possible costs to the Owner cannot be determined
2. Fails to state a price and indicates that price shall be “price in effect at time of delivery”.
3. Takes exceptions to the RFP terms and conditions.
4. Inserts the bidder’s terms and conditions.

Prospective firms are encouraged to carefully read this RFP in its entirety.
II. BACKGROUND

The Durango-La Plata County Airport is a vital transportation hub for the region with both commercial and general aviation activities. It supports over 2,700 jobs and produces approximately $294 million in annual economic impact to the regional economy. DRO is the fifth busiest commercial service airport in the State of Colorado and is recognized by the FAA as a non-hub primary airport. With nonstop flights to six major U.S. airports (three seasonally), DRO is the gateway to Durango, Southwest Colorado, and the Four Corners Region.

DRO is a hub of activity 365 days a year, servicing commercial airline traffic, charter and private aircraft, air cargo operations, military aviation training, emergency medical aircraft, and wildland firefighting tanker aircraft. The Airport also supports other associated services such as aviation fueling and rental car sales, restaurant and gift shop operations, ground transportation, inter-terminal advertising, and a satellite propulsion company test site. It is the Airport’s responsibility to ensure safe travel for all passengers through its facilities and to certify compliance with all applicable federal, state, and local regulations.

DRO served over 390,000 passengers in 2019. On an average day, the Airport sees approximately 1,000 arriving or departing passengers. The Airport offers between 10-14 nonstop flights daily to six domestic destinations. American Airlines provides daily service to Dallas-Fort Worth International Airport (DFW) and Phoenix Sky Harbor International Airport (PHX), as well as seasonal service to Los Angeles International Airport (LAX). United Airlines provides daily service to Denver International Airport (DEN), as well as seasonal service to Chicago O’Hare International Airport (ORD) and Houston’s George Bush Intercontinental Airport (IAH).

DRO is a stable year-round air travel market, with balanced use from full-time local residents and those visiting from outside the region. Business traffic is historically the single largest segment of demand at DRO, with leisure traffic following closely behind. Friend/family visitation, school, and other personal travel make up the remainder of trip types.
## Top 25 Origin & Destination Markets – Year Ended 1st Quarter 2020:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Destination</th>
<th>O&amp;D Passengers</th>
<th>O&amp;D Revenue ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Denver, CO</td>
<td>45,821</td>
<td>8,266,641</td>
</tr>
<tr>
<td>2</td>
<td>Dallas, TX (DFW)</td>
<td>31,302</td>
<td>7,602,068</td>
</tr>
<tr>
<td>3</td>
<td>Phoenix, AZ (PHX)</td>
<td>24,876</td>
<td>3,892,172</td>
</tr>
<tr>
<td>4</td>
<td>Houston, TX (IAH)</td>
<td>14,821</td>
<td>3,868,903</td>
</tr>
<tr>
<td>5</td>
<td>Chicago, IL (ORD)</td>
<td>9,391</td>
<td>2,253,396</td>
</tr>
<tr>
<td>6</td>
<td>Los Angeles, CA</td>
<td>7,970</td>
<td>1,708,768</td>
</tr>
<tr>
<td>7</td>
<td>Seattle, WA</td>
<td>7,581</td>
<td>1,519,442</td>
</tr>
<tr>
<td>8</td>
<td>Austin, TX</td>
<td>7,264</td>
<td>1,788,266</td>
</tr>
<tr>
<td>9</td>
<td>San Francisco, CA</td>
<td>6,516</td>
<td>1,518,170</td>
</tr>
<tr>
<td>10</td>
<td>Boston, MA</td>
<td>5,839</td>
<td>1,792,509</td>
</tr>
<tr>
<td>11</td>
<td>Minneapolis, MN</td>
<td>5,385</td>
<td>1,288,505</td>
</tr>
<tr>
<td>12</td>
<td>San Diego, CA</td>
<td>5,285</td>
<td>1,168,675</td>
</tr>
<tr>
<td>13</td>
<td>Atlanta, GA</td>
<td>4,823</td>
<td>1,378,446</td>
</tr>
<tr>
<td>14</td>
<td>New York, NY (LGA)</td>
<td>4,723</td>
<td>1,540,633</td>
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<tr>
<td>15</td>
<td>San Antonio, TX</td>
<td>4,431</td>
<td>1,213,154</td>
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<tr>
<td>16</td>
<td>Las Vegas, NV</td>
<td>4,135</td>
<td>924,928</td>
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<tr>
<td>17</td>
<td>Portland, OR</td>
<td>4,110</td>
<td>1,001,781</td>
</tr>
<tr>
<td>18</td>
<td>Orlando, FL (MCO)</td>
<td>4,083</td>
<td>1,214,073</td>
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<tr>
<td>19</td>
<td>Newark, NJ</td>
<td>4,080</td>
<td>1,320,146</td>
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<tr>
<td>20</td>
<td>Washington, DC (IAD)</td>
<td>4,003</td>
<td>1,163,201</td>
</tr>
<tr>
<td>21</td>
<td>Orange County, CA</td>
<td>3,730</td>
<td>992,119</td>
</tr>
<tr>
<td>22</td>
<td>Philadelphia, PA</td>
<td>3,641</td>
<td>1,129,394</td>
</tr>
<tr>
<td>23</td>
<td>Sacramento, CA</td>
<td>3,380</td>
<td>798,256</td>
</tr>
<tr>
<td>24</td>
<td>St. Louis, MO</td>
<td>2,988</td>
<td>735,530</td>
</tr>
<tr>
<td>25</td>
<td>Washington, DC (DCA)</td>
<td>2,766</td>
<td>935,129</td>
</tr>
</tbody>
</table>
The passenger catchment area for DRO includes 36 zip codes across four states and contains a total population of approximately 242,000 people.

Reducing passenger leakage (i.e. drive diversion) to competing airports remains a key opportunity for growth at DRO. A 2020 True Market study revealed that DRO retains just over half of all catchment area travelers. A substantial 32% of potential passengers drive to the Albuquerque International Sunport (ABQ), with another 10% driving to Denver International Airport (DEN).

Virtually all airports experience passenger leakage due to a variety of factors (airline schedules, nonstop destinations, airfares, etc.). The opportunity to retain a higher proportion of the true market at DRO is a key opportunity and a central focus in the airport’s marketing strategy.
The cost to fly does not just mean the cost of an airline ticket. DRO offers travelers substantive
time and cost advantages over other airports when considering all aspects of a trip. When you
factor in gas, parking, potential lodging, and the value of your time, there’s a good chance that
many passengers will save more overall by flying through DRO than driving hours each way to
Albuquerque or Denver.

The COVID-19 pandemic emerged as a worldwide emergency during the first quarter of 2020,
with severe impacts in the United States beginning in mid-March of 2020. The aviation industry,
and commercial airline traffic in particular, have been heavily impacted by this pandemic.
Worldwide passenger traffic has been reduced on an unprecedented scale. Recovery of the
industry began in May 2020, and it is anticipated that 3-5 years will pass before 2019 passenger
traffic levels are again realized. At DRO, passenger traffic has recovered well ahead of the
nationwide average but remains down approximately 50% YOY. Facilitating a healthy recovery
of passenger traffic, evaluating changing demographics, reinforcing the airport’s commitment to
health and public safety, and restoring consumer confidence in the air travel industry are all key
aspects of the airport’s rapidly evolving marketing strategy.

COVID-19 Pandemic Impacts at DRO

III. CURRENT MARKETING EFFORTS

In recent years, the Airport has marketing primarily to residents within the airport catchment
area. Messaging has centered on the value equation provided by DRO’s convivence, location,
ease of access and use, and friendly local service. Various print, digital, streaming, radio, out of
home, and social media tactics have been employed for maximum budget efficiencies.
IV. OVERALL GOALS

The Airport’s existing marketing and public relations goals are as follows:

1. Reinforce the airport’s commitment to health and public safety and maintain/rebuild consumer confidence as the COVID-19 pandemic evolves.
2. Reduce leakage to competing airports, retain current loyal passengers, and attract new passengers from within DRO’s catchment area.
3. Emphasize and articulate DRO’s value equation (competitive airfares, less overall cost when factoring in parking, fuel, lodging, and travel time to competing airports, multiple hub destinations, amazing convenience, less hassle/stress, and more friendly). Put DRO’s fares, performance, and convenience in perspective relative to other airports.
4. Drive meaningful incremental passenger traffic by strengthening consideration and promoting usage of DRO among key passenger segments, primarily local business and leisure travelers, and secondarily tourist/in-bound leisure travelers.
5. Facilitate the recovery of passenger traffic to ≥75% of 2019 volume by YE 2022.
6. Consistently inform the traveling public, community members, regional businesses, and other airport stakeholders in order to ensure that they have accurate facts/information and maintain positive support related to DRO as a true regional airport and economic driver for Southwest Colorado and the entire Four Corners region.
7. Increase website visitors, social media followers, loyalist subscribers to DRO’s Airfare Club, etc.
8. Promote greater recognition and awareness of airport through simplified and consistent branding
9. Seek alignment with other regional marketing organizations (Visit Durango, etc.) as it relates to communications with potential inbound visitation traffic.

V. SCOPE OF WORK

Strategic Marketing Plan Development

Based on the airport’s marketing and public relations goals (and building upon prior year marketing plans), the selected contractor shall develop and submit for approval a Strategic Marketing Plan, specifically targeted at achieving the marketing goals of the Durango-La Plata County Airport (as outlined in Section IV).

The plan shall detail the proposed goals, objectives, action plans, target schedule, budget and measurable results to be achieved in realizing the above-referenced goals. Details should include, but may not be limited to, overall goals and objectives, specific campaigns, target audiences; key messages; distribution channels, target timing, creative concepts/briefs; methodologies for measuring results/performance, surveying, rationale; deliverables; and periodic evaluation and refinement/adjustment.
Creative and Material Production Services

Based on the approved Strategic Marketing Plan, the role and responsibilities of the contractor shall include:

- Developing and producing advertising campaign creative in support of the identified marketing strategies, creative briefs, and guidance from the Airport.
- Attending client briefings and meetings and participating in conference calls as required.
- Providing copy direction and ensuring overall quality of copy elements from concepts to final materials, including all print, digital, radio, streaming, and any other marketing materials.
- Creating new copy elements and ensuring that messaging is consistent and appropriate for target audiences.

Media Buying and Placement

The selected contractor shall prepare and execute a placement and media plan designed to reach the proposed target audiences through strategic press, advertising and media placements in venues such as print, on-site, outdoor, television, radio, digital, streaming, social media, and/or other event/location marketing locations. Submittal shall include details of methodology, reach, and frequency goals.

The contractor shall work directly with press outlets, distribution channels and media providers to obtain additional value-added exposure concurrent with key media placements/buys which can include: advertorials, web advertising, program or event sponsorships, printed inserts, logo sharing, social media promotions, or other programs or services that directly provide additional exposure above and beyond an original media buy.

The role and responsibilities of the contractor will include:

- Developing press and media placement strategies that support the goals in the Strategic Plan and optimizing cost efficiencies that are supported by media analyses and consumer insights. This shall include, but may not be limited to, developing a media plan, media strategies and tactical plans, including placement timing, media selection and rationale. Recommended media placements and costs; media weights, reach frequency and ad formats; media properties and cost by property; total media budget; flight plan, flow chart of activity and media exposure.
- Coordinating timely delivery of all creative materials in the proper formats for trafficking, in accordance with production requirements.
- Providing ongoing media consultation. Reviewing and evaluating media opportunities and options as they are presented or arise. Providing review and analysis of the performance of selected media.
- Reviewing, analyzing, and providing feedback on the results of placements and campaigns (including media performance metrics, online reports, search engine optimization reports, etc., as well as surveys of the traveling public) to determine if the placements are having the desired outcomes.
• The selected contractor shall prepare and submit monthly marketing reports to the Aviation Director, along with their recommendations for refinements to the Strategic Plan and specific tactics to optimize performance.

**Ad-Hoc Public Relations Support**

The selected contractor will provide public relations support to the Aviation Director, including the development of press releases and quarterly newsletters, corporate communications, and arranging public engagement opportunities. The complete public relations support scope shall include, but not necessarily be limited to:

• Identifying key messaging, target audiences, and calls to action for press releases in support of the approved Strategic Plan.
• Ensuring the highest possible quality of content, copy, and graphic design
• Monitoring results and ensuring that the messaging is resonating with the target audience and producing the desired, measurable results
• Attending client briefings and meetings, and participating in conference calls as required
• Based on approved briefs, produce approximately 6-10 informational press releases annually, intended to consistently inform the traveling public, community members, regional businesses, and other airport stakeholders. Produce press releases and any supporting marketing materials that once approved by the Aviation Director will be submitted to appropriate distribution channels.
• Assisting in arranging and scheduling public engagement opportunities for airport staff – speaking opportunities, interviews, etc.
• Assisting in the development, production, and distribution of targeted airport quarterly newsletters, as well as associated corporate and B2B communications.
• Assisting with crisis communications and management as needed.

**VI: BID SUBMISSION**

RFP responses must be completed and prepared in a form that provides an insightful, clear, and concise overview of the capabilities of the company and its capabilities to provide services under the proposed scope of work. Additional facts and information other than those listed below may be included if it will help to highlight your company’s qualifications and experience.

All materials submitted in response to this RFP shall become the property of the City of Durango and shall be considered a part of the public record of the Airport except for any proprietary financial information that should be clearly marked as confidential.

A. Bids shall be filed electronically via: [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado) prior to the date and time specified above as a single pdf file in your firm’s name. Late bids will not be accepted. Proposals shall not exceed **twenty (20) pages** in length.

B. The City of Durango reserves the right to reject any and all bids.
C. A Statement of Residency Form (attached herein) must be completed and returned with bid.
D. Retain one copy for your records.
E. Successful Contractor must have or obtain a current City Business License when awarded the contract.
F. Successful Contractor must complete a W-9 form (Taxpayer Identification No.).
G. The City of Durango reserves the right to reject any and all quotes and to waive informalities and minor irregularities in quotes received and to accept any portion of the quote or all items proposed if deemed in the best interest of the City of Durango.

**Proposals shall not exceed 20 pages in length.**

Each proposal shall be organized using the following format:

**Cover Transmittal Letter**
- Provide a narrative that introduces the company and the proposed team assigned to the account highlighting the special strengths of the company to perform the work requested in this RFP. The Cover Letter shall include the legal name of the Proposer, office and email address, telephone number, and the name, title, and signature of the person authorized to submit the proposal on behalf of the company. The Cover Letter should also acknowledge that the Proposer will comply with all the terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Airport.

**Executive Summary**
- Provide a short outline of your high-level approach to the provision of services in addition to a brief summary of your qualifications to engage in a professional service relationship with the Airport.

**Company Narrative, Qualifications, Experience, and References**
- Provide a narrative of the types of marketing services offered by your company. The narrative shall describe the company’s qualifications to perform the scope of services, including past relevant experience and at least two client references, with contact names and information.
- Describe your company’s experience working with other clients involving the size and level of the complexity of the proposed scope of services. Must include the following:
  - Type and number of years’ experience providing marketing services.
  - Demonstrate company’s experience with development and execution of strategic marketing plans.
  - Demonstrate experience developing strategic business recommendations for marketing programs.
  - Demonstrate a capable working knowledge of the Durango-La Plata County Airport and the commercial aviation industry.
  - Provide at least one sample creative to demonstrate the firm’s ability to produce a professional advertisement.
  - Demonstrate a proven track record and media relationships in the airport’s target markets.
• Describe the qualifications and experience of the Account Executive and key personnel of your company. Must include the following:
  o Provide a brief description of all key personnel (including vendors, partners or subcontractors, if applicable) to be involved, and their relationship to the services to be provided.
  o Include names, titles, licenses, certificates, and fields of expertise defining the role of each person and outlining his/her experience.
  o The company must provide an "Account Executive" that will be the day-to-day contact person for the Airport. The Account Executive should have at least three (3) years of experience delivering professional marketing services and consultation.
  o Attach resumes as part of an appendix to the Proposal.
• Demonstrate the capacity and capability of the company with respect to such factors as cost control, quality of work, and ability to meet schedules.

Proposed Approach to Provision of Services
• Provide a detailed narrative of how your company will uniquely execute the Scope of Work as defined in Section V above. Describe how your approach will effectively and efficiently accomplish the Airport’s marketing goals as defined in Section IV above.
• Provide a list of software capabilities for contact and outlet lists and online/print/TV monitoring. Describe ability to provide a monthly report with a tally of placements, the organic reach, and advertising equivalent value.
• Describe content creation and marketing capabilities, e.g. video, photo, editing, blog or article writing.

Cost Proposal
• Provide an hourly fee structure for the Scope of Work outlined in Section V this RFP. Identify all costs including estimated expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed annual budget including staff costs, hourly rates for all proposed team members, and any expenses necessary to accomplish the tasks and to produce the deliverables under the Contract. The annual budget should be clearly broken out to depict planned expenses for the areas outlined in the Scope of Work (Strategic Marketing Plan Development, Creative and Material Production Services, Media Buying and Placement, Public Relations Support).
• The annual airport operating budget for marketing consultant services as described in this document’s scope of work is planned to total approximately $80,000, contingent upon the annual review, approval, and appropriation by the Durango City Council. Proposals allocating >70% of the annual budget in “working dollar” categories (Media Buying and Placement, Public Relations Support) will be viewed favorably.
VII: SELECTION PROCESS AND TIMELINE

A Selection Committee will evaluate each proposal and will determine how well it meets the evaluation criterion outlined in this RFP. The Selection Committee may recommend a Consultant based solely on the RFP. Furthermore, it may request additional information to help with selection, and it may short-list Consultants for interviews. The Selection Committee will review all submittals, evaluate required criterion, and rank the proposing Consultants based on the selection criterion listed below.

The Selection Committee may conduct either phone interviews and/or oral on-site interviews to complete the Consultant selection process; however, reserves the right to make a recommendation based solely upon the submittals received. Interviews are at the sole discretion and option of the Selection Committee and may not be afforded to any or all Consultant(s).

Finalists may be required to be interviewed by and make presentations to the Selection Committee members to explain different aspects of the proposal and to respond to questions which might arise before and/or during the presentation.

Percentage weighting is shown to indicate the value of each criterion. Each Selection Committee member will independently review all proposals to determine the score of each Consultant. The Selection Committee will rank the Consultants based on the overall scores from each Committee member. The Selection Committee will submit the recommended Consultant to the Airport for approval. The Airport reserves the right to accept or reject any Selection Committee recommendation. The Airport further reserves the right to request additional information from Consultants to clarify the meaning of any portion of the written proposal.

Following the acceptance of a proposal, the selected Proposer and the Airport must reach a contractual agreement prior to the start of any work for which the City of Durango or the Durango-La Plata County Airport would be obligated.

Each proposal shall be evaluated and scored based upon the following criteria:

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Company’s experience, past performance &amp; resource capability for required services</td>
</tr>
<tr>
<td>2. Qualifications and experience of staff to be assigned to the account</td>
</tr>
<tr>
<td>3. Proposed approach to provision of services</td>
</tr>
<tr>
<td>4. Proposed costs and budget allocation</td>
</tr>
</tbody>
</table>

**Grand Total for Written Proposal** 100

Direct contact with city elected officials or city staff, other than the Grants/Contracts Division, during the selection process, except when and in the manner expressly authorized by the Bid Documents, is strictly prohibited and may render the bid as non-compliant. Violation of this requirement is grounds for disqualification from the process.
The Durango-La Plata County Airport retains the right to reject any or all submittals, to waive any irregularities or informalities in any submittal or in the submittal procedures, and to accept or reject any item or combination of items.

The following timeline is intended to provide a tentative schedule for this project. The City of Durango reserves the right to modify the timeline, without prior notice, at its sole convenience.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Publication</td>
<td>October 24 &amp; 28, 2020</td>
</tr>
<tr>
<td>Questions Due</td>
<td>November 13, 2020 4:30 p.m. (Local Time)</td>
</tr>
<tr>
<td>Final Addendum Issued, if necessary,</td>
<td>November 20, 2020 4:30 p.m. (Local Time)</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>3:00 p.m. (Local Time), December 3, 2020</td>
</tr>
<tr>
<td>Evaluation of Proposals</td>
<td>December 7, 2020</td>
</tr>
<tr>
<td>Notification of Short List, if necessary,</td>
<td>December 21, 2020</td>
</tr>
<tr>
<td>Interviews, if necessary,</td>
<td>January 4, 2021</td>
</tr>
<tr>
<td>Notice of Award</td>
<td>January 11, 2021</td>
</tr>
</tbody>
</table>

**VIII: CONTRACT**

The contract shall be effective on the date indicated on the contract execution date and shall run for one (1) year from that date, with an option by mutual agreement of the City and contractor, to renew for two (2) additional one (1) year periods. Future contract years will be contingent upon a negotiated scope of services and funding appropriation by the Durango City Council.

All media produced by the Contractor while delivering services for the airport contract shall remain the property of the City of Durango and can be reused/reproduced for other City purposes at the airport’s discretion.

**IX: ILLEGAL ALIEN CERTIFICATION**

Per State Statute, all City of Durango contracts for services are now required to include certification that the contractor does not knowingly contract with illegal aliens.

HB 1343 requires certification from the contractor that the contractor has registered with, or certified that they are in compliance with, the E-Verify Program, formerly known as the Basic Pilot Program. The E-Verify Program is a free program run by the Federal Government within the Department of Homeland Security. The program requires an employer to apply for entry into the program and make certain agreements with the Department of Homeland Security and Social Security programs.

Therefore, effective immediately, prior to start of any work, every Successful Contractor shall be required to:

1) Fill out the Certification Statement Regarding Illegal Aliens form and return it to the City of Durango Grants/Contracts Division, and
2) Participate or attempt to participate in the “E-Verify Program” with the Division of Homeland Security.

The City will not make payments on any contract until the form is on file in the office of the Grants/Contracts Division.

X: INSURANCE

A. The Successful Contractor shall not commence work under this Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this section.

B. The Successful Contractor shall procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

C. Successful Contractor shall procure and maintain and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor’s Subcontractors in Contractor’s own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker’s Compensation insurance to cover obligations imposed by the Workers’ Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers’ Liability insurance with minimum limits of One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) – policy limit, and One Million Dollars ($1,000,000) disease – each employee.

2. Comprehensive General Liability insurance with minimum single limits of One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including...
coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest’s provision.

3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than Five Hundred Thousand Dollars ($500,000) each occurrence and One Million Dollars ($1,000,000) aggregate with respect to each of Contractor’s owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interest’s provision.

E. The policies required above, except for the Workers’ Compensation insurance and Employer’s Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

G. Certificates of Insurance shall be completed by the Contractor’s insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and copies of such certificates shall be forwarded to the City prior to start of Work. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words “endeavor to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

H. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the Owner.

XI: REQUIREMENTS AND GENERAL INFORMATION

A. The City of Durango is exempt from all local, state, and federal taxes.
B. The selected consultant must have or obtain a current City Business License prior to initiating work on this project.

C. The selected consultant must complete a W-9 form (Taxpayer Identification No.).

D. The City of Durango reserves the right to reject any and all proposals, to waive any informalities or minor irregularities in proposals, and to accept the proposal deemed, in the opinion of the City, to be in the best interest of the City.

E. Direct contact with city elected officials or city staff, other than the Grants/Contracts Division, during the bid/proposal process may render the bid/proposal as non-compliant. At the Grants/Contracts Manager’s discretion, no further consideration may be given the bid/proposal.

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STATEMENT OF RESIDENCY – CITY OF DURANGO

PROJECT – Marketing Consultant Services at the Durango La Plata County Airport

As a condition precedent to the award to me, or us, of a contract by the City of Durango for the products or services related to the above-listed project, I, ______________________________, as the individual owner, partner, manager, officer, or person delegated to sign this form, do hereby certify that the firm named below is a:

(Check one only)

[ ] Local Bidder (La Plata County)
[ ] Regional Bidder (Region 9 of Colorado)
[ ] Non-resident Bidder

Local Bidder* means:
A local bidder is defined as a person, partnership, corporation, limited liability company or joint venture which is authorized to transact business in Colorado, and which maintains a business office within La Plata County.

Regional Bidder** means:
A person, partnership, corporation or joint venture which is authorized to transact business in Colorado, which maintains a business office within Region 9 of Colorado.

Non-resident Bidder: Location (City/State)

I, ______________________________, declare under penalty of perjury that the statements made in this document are true and complete to the best of my knowledge.

(Insert name of corporation, limited liability company, partnership or sole proprietorship) Firm Name: ______________________________

(Insert trade name or name under which corporation, company, partnership or proprietorship is doing business, if Different from legal name of entity or Proprietor) doing business as ______________________________

By: ______________________________

Signature

________________________________________
Title

________________________________________
Date

* Local bidders shall receive a 5% preference over all bidders or $100,000, whichever is less. In no event shall the local bidder preference exceed the amount of $100,000.

** Regional Bidders will receive a 3% preference over Non-Resident Bidders or $40,000, whichever is less. In no event shall the regional bidder preference exceed the amount of $40,000.