Regional Economic Development Recruitment & Marketing Economic Development Services
RFP FY27-CBD-01
Addendum #1
Issued November 5, 2026

1. Acknowledgement and eligibility – Section II.B.2 / Appendix A – May an offeror that did not return the Acknowledgement of Receipt by October 23 still submit a proposal? Will the County accept the form now and include that offeror on the distribution list?
   Yes, an offeror may still submit a proposal even if they did not submit an Acknowledgement of Receipt. Further, if an Acknowledgment is submitted late, the offeror can still be added to the distribution list.

2. Subcontractors and teaming – Section II.C.23.E – This section states that subcontractors are not authorized. Please confirm whether this prohibits a prime consultant from engaging a specialist marketing firm. Are any teaming or joint-venture arrangements permitted?
   The RFP language does not prohibit a prime consultant from engaging a specialist marketing firm, nor does it restrict teaming or joint-venture arrangements. Because the Scope of Work spans multiple highly specialized disciplines, the utilization of strategic partnerships and specialized sub-consultants is fully supported.

3. Available budget – Section IV.A /Appendix F – What annual budget or anticipated expenditure range is available? Does that amount include advertising, travel, events, software subscriptions, and other direct expenses?
   Historically, the expenditure for this same contracted scope of work has not exceeded $60,000 annually. This comprehensive annual amount is intended to encapsulate all operational and direct expenses – including out-of-state corporate recruitment travel, trade show attendance, marketing and public relations events, specialized economic software subscriptions, and digital or print advertising campaigns.

4. Local presence and service expectations – Section IV.A – Does the County require a local based representative or minimum on-site availability? Please describe expected meeting frequency, site-visit attendance, response times for recruitment inquiries, and approximate monthly workload.
   The County does not require a local office presence or a minimum on-site availability requirement for the successful Offeror. The County looks to the successful Offeror to dynamically establish the meeting frequencies deemed necessary to achieve strategic milestones, manage active site-visit attendance alongside prospective corporate clients, and execute raped response times dictated directly by incoming economic-base recruitment inquiries.

5. Priority services and marketing scope – Section IV.A / Appendix F.II – Which are the County's highest priorities for the first year? Appendix F includes a County Travel Guide, media buying, and website management. Are these required deliverables under this contract, and how should they be prioritized relative to business recruitment and economic development services?
   The County Travel Guide, media buying, and website management outlined in Appendix F are presented strictly as examples of strategic ideas for achieving the best possible representation of the County brand as premier corporate site location, and they are not mandatory contract deliverables. The County looks to the successful respondent to either utilize these specific suggestions or to introduce and execute the best alternative solutions based on its own corporate

expertise, market research, and specialized capacity. The primary priority for the first year of this contract is aggressive business recruitment and core economic development services.

6. Existing provider and division or responsibilities – Sections I.C and IV.A.3-12 – Are these services currently provided under an existing agreement? If so, please identify the provider and make the current scope and annual contract value available. How will responsibilities be divided among the successful offeror, County staff, and regional economic development organizations?
   The incumbent contractor is Albuquerque Regional Economic Alliance (AREA). The current contract extension is included with this addendum as Attachment 1.

7. Required platforms and existing data – Section IV.A.15 / Appendix FII – Is access to ABQsites.com specifically required, or will equivalent property databases and analytical tools be accepted? What existing databases, subscriptions, prospect records, and site inventories will the County provide?
   Access to ABQsites.com is listed strictly as an example of a tool used for regional site selection. Equivalent property databases and analytical platforms will be accepted. The County does expect the successful Offeror to provide or propose a database solution of equal analytical value and coverage to ensure the robust marketing of local real estate. The County does not currently provide these databases or subscriptions.

8. Real estate and infrastructure responsibilities – Section IV.A.11 – Please clarify the expected responsibilities for infrastructure design, asset management, and overseeing complex real estate projects. Does this involve advisory and coordination services, or direct development, engineering, procurement, or financial obligations?
   The expected responsibilities for infrastructure design, asset management, and overseeing complex real estate projects under this contract involve high-level advisory and coordination services backed by deep industry expertise in direct development, engineering, and procurement. The successful offeror will act as a strategic advisor and project coordinator to guide the County through real estate complexities, build-to-suit alignments, and public-private partnerships. Crucially, the successful offeror is not responsible for directly financing, capital underwriting, or assuming financial obligations for projects deemed a site prospect, as the role is strictly focused on lead generation, technical facilitation, strategic oversight, and ecosystem coordination.

9. Performance measures – Sections IV.A.9 and IV.A.16 – What performance targets and reporting frequency does the County expect? Will performance distinguish consultant-controlled activities, such as qualified leads and project responses, from outcomes such as announced jobs, investment, and tax revenues?
   Yes, the performance evaluation structure will tactfully distinguish consultant-controlled activities, such as generating qualified leads and submitting project responses, form broader macroeconomic outcomes like announced jobs, capital investment of a project, and tax revenues. Regarding specific task targets and the frequency of reporting, these milestones and delivery schedules are intended to be negotiated at the contract stage.

10. Pricing and insurance inconsistencies – Section III.C.2 and IV.B.4 – Appendix F – Please clarify whether gross receipts tax should be included in proposed totals or shown separately. Also, please confirm the applicable professional liability limits, given the differing amounts stated in Section IV.B.4.

For the purposes of price comparison, NMGRT should not be included in your price proposal. However, once an Offeror is selected, GRT will of course be included on all valid invoices. Regarding professional liability limits, please refer to the amount given in Section IV.B.4, paragraph 1.

11. Could you please clarify the budget amount Sandoval County has allocated for the potential contract under RFP #FY27-CBD-01, Regional Economic Development Recruitment and Marketing Economic Development Services?
    Please refer to the answer for question 3.

12. Multiple Awards: Does the County intend to permit awards to multiple offerors, or will the procurement result in a single award to one offeror?
    Per Section I.D., the County intends to award this contract to a single offeror.

13. Subcontracting: Does the prohibition on subcontractors apply to all aspects of the contract that may be utilized to fulfill the scope of work?
    The prohibition on subcontractors does not apply to all aspects of the contract utilized to fulfill the scope of work. While the procurement will result in a single contract award to one primary entity, the County highly encourages and values the identification of strategic collaborations, sub-consultants, and partner resources within the proposal narrative.

14. Contract Structure: If multiple awards are permitted, how would the County define and allocate the scope of services and responsibilities among the selected offerors?
    Please refer to that answer for question 12.

Attachment 1

AGREEMENT FOR PROFESSIONAL ECONOMIC DEVELOPMENT SERVICES

This Economic Development Agreement ("Agreement") is entered into by and between Sandoval County (the "County"), and Albuquerque Regional Economic Alliance ("AREA"), a New Mexico non-profit corporation (each a "Party" and collectively referred to as the "Parties"). The Agreement shall be effective ("Effective Date") upon signature of both Parties.

WHEREAS, the Board of County Commissioners issued a Request For Proposal (RFP) for Regional Recruitment & Marketing Economic Development Services, and

WHEREAS, Sandoval County Requested proposals to designate and contract employer development and regional economic development services to recruit, promote, and encourage economic-based job creation and the economic development of area to include Sandoval County within a county region that includes; Bernalillo, Torrance and Valencia Counties, and

WHEREAS, the County seeks to allocate up to $56,421.00 subject to annual review and receipt of deliverables as outlined and for up to four years per RFP award, and

WHEREAS, the Parties acknowledge and agree that any previous contract relating to the subject matter herein is terminated and replaced with this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and AREA agree as follows:

I. RESPONSIBILITIES OF AREA

A. MISSION: AREA is an economic development organization working through a public-private partnership of local businesses and governments to retain, attract, grow, and create sustainable businesses in the four-county Region

B. GOALS: AREA is guided by and strategically focused on the following specific long-range goals:

1. **BUILD NATIONAL IDENTITY AS A PREMIER LOCATION FOR BUSINESS** to grow & diversify industry, jobs, and investments

2. **ATTRACT, RETAIN AND ALIGN TALENT** to strengthen our regional competitiveness

3. **ELEVATE THE REGION** to achieve regional, inclusive economic growth

C. AREA ACTION PLAN: In accordance with the responsibilities set forth above and subject to the availability of adequate funding, AREA shall implement strategic action plans adopted by its Board of Directors, Economic Development Professionals Advisory Council and Public Sector Advisory Council. The County shall be entitled to provide input on these action plans through its participation in these advisory groups as specified in Sections III.A, III.B and III.C. of this Agreement. The County acknowledges and agrees that AREA may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel, or defer certain activities as required by a result of changing market conditions, funding availability, or other circumstances beyond AREA's reasonable control.

D. **SCOPE OF WORK:** The Scope of Work is to be completed within the time frames required by the County. AREA is responsible for the end project and work with the Sandoval County Economic Development Department and Sandoval Economic Alliance (SEA) to work within an agreed upon definition of "regional project recruitment" and within an education and outreach capacity to avoid duplication and support the requirements of regional collaboration. All partners shall make their best efforts to minimize costs to the County.

1. **REPRESENTATION & REPORTING:** AREA will provide regular reports to the County detailing its progress in implementing such plans through the Advisory Councils and at public programs and meetings upon request

2. **LEAD GENERATION:** AREA will provide responses to client inquiries with regional data on behalf of the County, conduct targeted outbound lead generation efforts, host of site selection consultant tours; execute bi-monthly site selection consultant informational blasts; coordinate and execute inbound and outbound press trips; and align with the local brokerage community through formal partnerships.

    a. AREA will outline any cost to be incurred by the County to create collateral materials for inclusion into lead generation marketing efforts.

    b. AREA will provide industry cluster advantage information for the regional partner area and articulate a plan for highlighting differences and advantages of each regional partner.

    c. AREA will work in partnership with SEA as the County's funded and designated local economic development entity on all regional solicitations or partnership required to support regional recruitment efforts. General solicitations within the County to support regional recruitment efforts will also be coordinated among AREA, the Sandoval County Economic Development Department, and SEA.

3. **COMMERCIAL SPACE DEVELOPMENT:** AREA will focus efforts on marketing to national developers and real estate investment trusts (REIT's) to attract new investment to the region and will work to create a regional site readiness program. Input and administration of a a regional site readiness program and best practices for aligning with the County's site program (VeriReady) to be completed. Site readiness remains an essential part of the Business, Retention & Expansion strategy for Sandoval County.

4. **CONSULTATIVE AND DATA SERVICES SUPPORT:** AREA will provide the County and its assigned representative(s) access to its online jobs board, SizeUp business intelligence software, ABQSites.com property database, demographic and community profiles, labor analytics database, economic impact modeling, and metro-comparable analysis tools. AREA also to prepare and deliver an annual update, reports three-times per year, and provides insights on topics such as competitiveness and economic indicators.

5. **PARTICIPATION IN MARKETING EVENTS:** Representative(s) of the County shall be entitled to participate in AREA's marketing events provided that such participation shall not be at AREA's additional expense.

6. **PROVISION OF ASSISTANCE:** When requested and appropriate, AREA will use its best efforts to provide assistance and support to the County's economic development staff for business location prospects identified and qualified by the County and assist the County

with presentations to prospects in the County or corporate locations. These efforts include working in partnership with the State of New Mexico Economic Development Department (NMEDD) and the New Mexico Partnership.

7. **REPORTING:** AREA will provide timely updates on the number of Public Sector partner investment commitments and representatives. AREA staff will provide and present at a public meeting as requested as well as an annual report to include information on the regional economic impact of strategic initiative results as contracted.

II. ADDITIONAL AGREEMENTS OF THE PARTIES

A. BOARD OF DIRECTORS REPRESENTATION: The County may submit a nomination for membership on the Board of Directors of AREA should the value of its agreement with AREA meet or exceed the minimum investment amount as set by the AREA Board of Directors or $0.36 per capita of population within the County, whichever is greater. The Executive Committee may consider and accept this nomination and submit to the Board for election so long as such Director will not cause the Corporation to exceed the maximum number of authorized directors. A public representative whose election to the Board of Directors would, under any statute, ordinance, or regulation, cause a meeting of the Board of Directors to be an open meeting, may not be elected or otherwise serve on the Board of Directors in which case a private sector representative may be submitted for nomination. AREA's Board of Directors requests that strong consideration be made by the County in nominating its highest-level administrative officer to service to the AREA Board. The County shall submit its nomination in writing to the AREA President & CEO within thirty (30) days of the Effective Date of this agreement.

B. ECONOMIC DEVELOPMENT PROFESSIONALS ADVISORY COUNCIL REPRESENTATION: AREA will organize and lead this advisory council, which will develop and follow set protocol for issues such as: business attraction, retention, and expansion; external marketing and communications; and existing business retention and expansion. This council will meet no less than six (6) times per year. The County shall also appoint one (1) economic development professional from its staff, local economic development partner organization, or other qualified community member, subject to the approval of AREA, to represent the County on AREA's Economic Development Professionals Advisory Council. The County shall submit its appointment(s) in writing to the AREA President & CEO within thirty (30) days of the Effective Date of this agreement. An additional appointment may be requested in conjunction with that submission.

C. PUBLIC SECTOR ADVISORY COUNCIL: The County may appoint one (1) representative to the council as part of this Agreement. This council shall include one (1) representative, either an elected official or chief administrative officer, for each public sector entity in good standing with the Corporation for the purposes of regional collaboration and alignment and will meet no less than two (2) times per year. The County shall submit its nomination in writing to the AREA President & CEO within thirty (30) days of the Effective Date of this agreement.

D. PERFORMANCE TARGETS: Specific performance targets shall be established by AREA's Board of Directors and shall be used to evaluate and report progress on AREA's implementation of strategic action plans. AREA will provide regular reports to the County detailing its progress in implementing such plans through the Advisory Councils and at public programs and meetings upon request. As required by a result of changing market conditions, funding availability, or other

circumstances beyond AREA's reasonable control, these performance targets may be revised with the approval of the Board of Directors. Performance targets for the 2025-2026 calendar year are attached as Exhibit A.

III. RESPONSIBILITIES OF THE COUNTY

A. STAFF SUPPORT OF AREA'S EFFORTS: The County shall provide staff support to AREA's economic development efforts as follows:

2. The County shall provide an official economic development representative to represent the County on the Economic Development Professionals Advisory Council, which advises AREA's President & CEO and Board of Directors. This representative may be a staff member with the County or a community representative serving in an economic development capacity on the County's behalf.

3. The County shall use its best efforts to respond to special requests by AREA for specific information about the County within the time frame specified in such request.

4. The County agrees to work with AREA to improve the County's competitiveness and market readiness to support the growth and expansion of targeted industries.

B. RECOGNITION OF AREA: The County agrees to recognize AREA as the County's officially designated regional economic development organization.

C. COMPENSATION:

1. The County agrees to pay $56,421.00 for services to be provided by AREA pursuant to the Agreement during the County's fiscal year ending on June 30, 2026, as set forth in this Agreement.

2. Nothing herein shall preclude the County from contracting separately with AREA for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the County and AREA.

3. AREA shall submit annual invoices to the County on or before August of each year. The County is entitled to receive annual audit reports for AREA and financial reports at Board of Directors meetings held at least three (3) times per year.

D. COOPERATION:

1. The purpose of this Agreement is to set forth the regional economic development program that AREA agrees to undertake, the support that the County agrees to provide, the respective roles of AREA and the County, and the payments of the County to AREA for the County's fiscal year ending June 30, 2025.

2. The parties acknowledge that AREA is a cooperative organization effort between AREA, business leaders, and communities within the greater Albuquerque region. Accordingly, the County and AREA covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering AREA's goals for the 2025 and 2026 fiscal years.

3. The County agrees to work with AREA, as necessary or appropriate, to revise the performance measures, benchmarks, and/or goals for the current agreement.

IV. GENERAL PROVISIONS

A. INDEMNIFICATION AND HOLD HARMLESS: AREA hereby agrees to hold harmless, indemnify and defend the County, its officers, agents, and employees from and against any and all liability, suits, actions, claims, damages, attorney's fees, and costs arising out of or resulting from AREA's and/or any of their subcontractors' employees', agents, or officers' conduct, performance, act(s), error(s), or omission(s) relating in any manner whatsoever to this Agreement. Provided, however, nothing in this Agreement shall be construed to require AREA to defend, indemnify, and hold harmless the County, its officers, agents, and employees from and against any liability, suits, actions, claims, damages, and attorney's fees resulting from the negligence of the County, its officers, agents, and employees.

B. INSURANCE: AREA shall procure and maintain for the duration of this Agreement, at AREA's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by AREA, its agents, representatives, employees, or contractors.

C. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, AREA will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation and identity, national origin, ancestry, age, genetic information, citizenship, medical condition or illness, AIDS/HIV, ethnic background, physically or mentally disabled, retaliation, criminal record, military or veteran status, marital status, or political activities or affiliations, status as a victim of domestic violence, sexual harassment, assault, or stalking. AREA also makes reasonable accommodations for handicapped and disabled employees. Finally, AREA prohibits the harassment of any individual on any basis listed above, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and will not be tolerated.

D. NONLIABILITY OF OFFICIALS AND EMPLOYEES: No member, official, or employee of the County will be personally liable to AREA, or any successor in interest, in the event of any default or breach by the County or for any amount which may become due to AREA or successor, or on any obligation under the terms of this Agreement. No member, official, or employee of AREA will be personally liable to the County, or any successor in interest, in the event of any default or breach by AREA or for any amount which may become due to the County or successor, or on any obligation under the terms of this Agreement.

E. NOTICE: Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing or delivered by electronic transmission, as designated by each Party, using the contact information below. Notices or communications in writing shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties. Notices or communications may be delivered by electronic mail or facsimile, as designated by each Party, in a manner that creates a record that is capable of being retained, retrieved, and reviewed, and that may thereafter be rendered into clearly legible tangible form, unless or until either party revokes consent of use of that means of transmission for communications or either Party is unable to deliver communications by that means.

If to AREA:
Danielle Casey, President & CEO
Albuquerque Regional Economic Alliance
201 3rd Street NW #1900
Albuquerque, NM 87111

If to the County:
Dora Dominguez
Director
Business & Economic Development Department
Sandoval County
PO Box 40
Bernalillo, NM 87004

F. **OWNERSHIP OF WORK PRODUCT:** County acknowledges and agrees that all work product or deliverables prepared for, arising from, related to, or incorporated in the services to be provided by AREA including, without limitation, all ideas, concepts, inventions, expressions, information, material, works of authorship, plans, programs, programming code, systems, work notes, drafts, specifications, design documents, flow charts, software programs, analyses, data, surveys, print copy, artwork, plates, photo negatives and positives, boards, preliminary outlines, sketches, letters, invoices, proposals, databases, and reports (collectively, "Work Product") shall be owned solely and exclusively by AREA, including without limitation, all corrections, modifications, and derivative works to such Work Product. The Work Product shall be considered AREA's Confidential Information. All final deliverables to the County such as annual reports, marketing materials, completed analyses or studies, presentations or other County specific collateral shall be considered shared ownership between AREA and the County.

G. **REPRESENTATIONS AND WARRANTIES:** The Parties each represent and warrant as follows:

1. Each Party has full power, authority, and right to perform its obligations under the Agreement.

2. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).

3. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party or any law applicable to a Party.

H. **RELATIONSHIP OF THE PARTIES; BENEFICIARIES:** Nothing in this Agreement will be deemed to create an agency, employment, partnership, fiduciary or joint venture between the Parties. No Party (nor any agent or employee of that Party) shall make any representations or warranties or incur any liability on behalf of the other Party. There are no third-party beneficiaries of this Agreement.

I. **MODIFICATIONS:** No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

J. **ASSIGNMENT:** This Agreement and the services contemplated hereunder are personal to AREA and the County and neither Party shall have the right or ability to assign, transfer, or subcontract any rights or obligations under this Agreement without the advanced written consent of the other Party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

K. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New Mexico.

L. **COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

M. **SEVERABILITY:** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

N. **ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS:** This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the County or AREA, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

(The rest of this page intentionally left blank)

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the date first above written:

County of Sandoval:

Wayne Johnson, County Manager

Date

ATTEST:

Anne Brady-Romero, County Clerk

PROCUREMENT REVIEW:

Cassandra Herrera, Finance Director
Sandoval County Attorney

APPROVED AS TO FORM:

Michael Eshleman, County Attorney

SANDOVAL COUNTY COMMISSION

Michael Meek, Chairman

Jordan Juarez, Vice-Chairman

Katherine Bruch, District 1

John Herr, District 2

Joshua A. Jones, District 5

Albuquerque Regional Economic Alliance:

Danielle Casey, President & CEO

July 23, 2025
Date

Date

Date

EXHIBIT A
2026 Targeted Metrics

In accordance with its annual Action Plan and metrics as set by its Board of Directors, AREA will also provide an annual report and presentation to the County related to the following measures and performance metrics for the 2025/2026 calendar year:

ACTIVITY / RESULTS MEASURES

- Increase in overall lead generation and qualified projects
- 40+ visits with existing businesses annually
- 2 annual site selector tours in region
- Launch of Industry Advisory Councils
- Year over year increase of overall earned and paid media impressions, with 15% growth targets
- Two+ positive national media articles per year
- 30+ companies promoting hundreds of roles on ABQ.org job board and thousands of potential workers reached - in and out of market
- Development of new speculative commercial space

Performance Metric (3 years of operation results for metrics related to economic impact)	2026 Agreement Goal	2026 Stretch Goal
Total New Payroll Generated	$100 m	$125 m
Direct, Indirect and Induced Jobs Created/ Retained	1,500	1,800
New Leads Generated	100	125
New Qualified Projects	40	45
Company Assists	10	12
Total Local Tax Revenue Generated	$25 m	$30 m
Total Induced Economic Impact	$500 m	$750 m
Overall ROI to Community	50:1	75:1