ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror should complete and submit this Attachment. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

- ☐ Attachment A — Proposal Cover Page, Declaration & Checklist
- ☐ Attachment B — Project Portfolio & References

_____
RFP #

_____ _____
Phone Number Company Name

_____ _____
Mailing Address FEIN

_____ _____
City and Country NMBTIN (fka CRS)

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A **Contractually Obligate**	**B** **Negotiate***	**C** **Clarify/Respond to Queries***
Name			
Title			
Email			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they should be identified.

3. **Use of subcontractors** (Select one):
____ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract; additional contractors may be added at time of award.: _____
_____
_____
_____
_____
_____
_____

(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

_____
_____
_____
_____
_____
_____
_____
_____
_____

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors and Draft Contract contained in this RFP; and
- I acknowledge receipt of all amendments to this RFP, if any.

Signature_____

Date: _____, 20____

Authorized Signature and Date (*Should be signed by the individual identified in item #2.A, above.*)

ATTACHMENT B – PROJECT PORTFOLIO & RESOURCES

Instructions:

- Offerors shall provide a portfolio of other LIHTC projects completed in New Mexico and applicable states; projects shall be supported by project contact references in 'Reference List' table provided.
- Each project included in the portfolio shall include high level pro forma and capital stack details.
- Offerors may add additional references that support their qualifications as deemed necessary, a minimum of three references is required.

REFERENCE LIST

Ref #	Client Name	POC Name	Email	Phone	Project Name
0	Example :Client A	POC Name A	A@gmail.com	(###) ### - ####	
1	[Enter]	[Enter]	[Enter]	[Enter]	
2	[Enter]	[Enter]	[Enter]	[Enter]	
3	[Enter]	[Enter]	[Enter]	[Enter]	
4	[Enter]	[Enter]	[Enter]	[Enter]	
5	[Enter]	[Enter]	[Enter]	[Enter]	
6	[Enter]	[Enter]	[Enter]	[Enter]	
7	[Enter]	[Enter]	[Enter]	[Enter]	
8	[Enter]	[Enter]	[Enter]	[Enter]	
9	[Enter]	[Enter]	[Enter]	[Enter]	
10	[Enter]	[Enter]	[Enter]	[Enter]	

Attachment C – MRA Offer Template

CITY OF SANTA FE
METROPOLITAN REDEVELOPMENT AGENCY
PROPERTY FOR SALE OR LEASE OFFER
CITY-OWNED PROPERTY AT THE MIDTOWN SITE

This Property for Sale of Lease Offer (the "Offer") is submitted by the <Name of Entity> organized under the laws of the State of XX, with an address at [insert address] (the "Offeror") to, and for consideration by, the City of Santa Fe (the "City" or "Owner") this XX day of XXX, 2025 .

1. **Offeror.** The Offeror shall be personally involved in the performance of the ENA and serve as the developer and operator of the conceptual development proposal (the "Conceptual Development Proposal") as generally described in this Property Sale or Lease Offer submitted by the Offeror to the City dated XX,XX,2025 (the "Offer").

2. **City Property.** The City owns certain property comprising 64-acress of land and buildings known as the Midtown Site (the "Midtown Site") with a current address at 1600 St. Michaels Drive, Santa Fe, NM 87505, within Section 34, T.17N., R.9E., N.M.P.M., in Santa Fe County, New Mexico, U.S.A (the "City Property"). See **Exhibit A: City Property Map**.

3. **Project Parcel.** The Project Parcel, identified as Tract #, is located within the City Property (the "Project Parcel"). The size of the Project Parcel is approximately XX acres or XX square feet. See **Exhibit B: Project Parcel Map**.

4. **Offer Price For Consideration.** The Offeror proposed $X,000,000 (written dollar amount) (the "Offer Price") for the Project Parcel for consideration by the City.

5. **Property Condition.** Property is offered in as-is condition.

6. **Offer Deposit.** There shall be no required deposits to be submitted by the Offeror to the City.

7. **Proposed Deposits for Disposition Offer – Purchase or Lease.** Proposed deposit requirements are outlined below depending on the Offeror's disposition proposal regarding the purchase or lease of the Project Parcel**. Please fill out only the relevant section, 7.a or 7.b.**

7.a Applicable to Sale Offers

- ENA Due Diligence Deposit. The Offeror shall make a deposit equal to [5%] of the Offer Price, or [$X], which shall be deposited within five (5) business days of full execution of the Exclusive Negotiation Agreement (ENA). The ENA Due Diligence Deposit will be applicable to the final Offer Price agreed

to by the Parties. The ENA Due Diligence Deposit will be fully refundable until 5:00pm, Mountain Time, on the last day of the ENA Due Diligence Period.

- DDA Predevelopment Deposit. The Offeror shall make a deposit equal to an additional [5%] of the purchase price, or [$X], due at signing of the Disposition and Development Agreement (DDA).
- Deposits. Upon signing of the DDA all deposits, the ENA Due Diligence Deposit and the DDA Predevelopment Deposit, shall become nonrefundable, or as pursuant to the terms of the DDA.

7.b Applicable to Lease Offer

- ENA Due Diligence Deposit in the amount of [$X]
- DDA Due Diligence Deposit in the amount of [$X]
- Rent to commence on XX date, in the amount of $XX monthly rent
- Term of lease to be XX years
- Purchase Option (if any)

8. **Conceptual Development Proposal/Proposed Project.** The Offeror submits the following Conceptual Development Proposal (the "Conceptual Development Proposal" or "Proposed Project") for consideration by the City:

A. Development Program

1. Commercial
   - Commercial Space: XX square feet at ground/street level
   - Commercial Space: XX square feet above ground/street level
   - Please provide any additional information regarding proposed or interested tenants (e.g. type and/or name)

2. Residential
   - Residential Area: XX square feet
   - Number of Residential Units: XX
   - Number of Affordable Residential Units: XX
   - Percentage of Affordable Residential Units: XX
   - Please provide the type of residential tenure (e.g. rental, for-sale, land trust, co-op)

B. Development Schedule. Submit a development schedule indicating that the Offeror has the capacity to proceed with standard development activities in a timely manner, as follows:
   - Predevelopment Period: a XX-month predevelopment schedule
   - Financial Closing and Purchase Payment: within X-months (not to exceed 8 months after signing the DDA)
   - Construction Commencement: within X-months of Financial Closing (not to exceed X-months of the Financial Closing)
   - Construction Completion: within X-months of Construction Commencement (if more than 24-months, explanation is required)
   - Please describe a multi-phased development schedule here:
   - (Note: Phased schedules for financial closing, purchase payments, and construction commencement and completion are allowable on multi-phased developments.)

C. Development Budget
- Price Offer / Land Costs:
- Construction (Hard) Costs:
- Professional and Project Fees (Soft Costs):
- Total Development Costs (TDC):
- Please include other key or relevant economic assumptions, such as a preliminary residual land value analysis, to provide a clearer understanding of the Proposed Project's financial underwriting parameters.

D. Master Plan Urban Design Guidelines
- Building Massing/Stories: X Stories / XX Feet High
- Lot Coverage: XX% of Tract, not including public right-of-way
- Setbacks: Comply with the Midtown Master Plan
- Site Plan: Indicating circulation, setbacks, parking (Note: Attach conceptual site plan)
- Stated commitment to design excellence. (See Midtown Master Plan Section 5.6 Façade Zone Standards for local precedents in descriptions, drawings, and photographs.)

E. Midtown Redevelopment Plans
- *Requirements*
  In submitting the Offer, the Offeror acknowledges that the Conceptual Development Plans comply with the Midtown Master Plan and requirements of the Midtown Community Development Plan, together, the Midtown Redevelopment Plans See **Exhibit C: Offer Rubric.**

  The City encourages proposals that remain in compliance with the requirements of the Midtown Redevelopment Plans. Please identify anticipated requests for variance(s), if any.

- *Priorities and Preferences*
  Identify priorities and preferences provided in the Midtown Community Development Plan. See **Exhibit C: Offer Rubric.**

F. Development Team
Submit a brief narrative or succinct collateral materials that provide the City with information regarding the qualification and experience of the Offeror and the Offeror's project team, as follows:

- *Qualifications*
  Capacity to manage and develop the Proposed Project.
  Capacity to manage, maintain, and operate the completed development
  Capacity to secure financing for the Proposed Project.

- *Experience*
  Experience of the Offeror on similar projects
  Experience of the project team on similar projects

9. **Evaluation.** Proposals will be reviewed and evaluated by the Metropolitan Redevelopment Agency based on the following elements:

- *Development Program*
  Consistency with vision and objectives of the Midtown Redevelopment Plans.

- *Development Schedule*
  Reasonableness and readiness to proceed.

- *Development Budget – Price Offer*
  The initial Price Offer will be considered by the City and may be negotiated between the City and Offeror to ensure the viability of the Proposed Project, and that the Proposed Project is in the best interest of the City. The City will consider the Price Offer by: (i) Undertaking a triple bottom-line approach (social/economic/environmental), which considers elements of Midtown Community Development Plan incorporated into the Proposed Project; (ii) Considering the preliminary residual land value analysis provided by the Offeror.

- *Master Plan Urban Design Requirements*
  Compliance with the Midtown Master Plan.
  Commitment to design excellence.

- *Midtown Redevelopment Plans*
  Requirements
  Incorporates *requirements* stated in Midtown Community Development Plan. See **Exhibit C: Offer Rubric**.

  Priorities and Preferences
  Incorporates *priorities and preferences* stated in Midtown Community Development Plan, which may be negotiated. See **Exhibit C: Offer Rubric.**

- *Development Team*
  Qualifications and experience

10. **Direct Negotiations.** The City may enter direct negotiations with the Offeror to refine the Development Proposal, including the Price Offer, in the best interest of the City and the Proposed Project.

11. **Offeror Performance.** Offeror acknowledges that this Offer is to undertake standard development activities, which include, at a minimum:

- Purchase or lease the Project Parcel through a Disposition and Development Agreement (the "DDA") to be negotiated and agreed upon between the Developer and the City, and which must be approved by the City of Santa Fe Governing Body.
- Develop the Project Parcel within the Midtown Master Plan area, (the "Midtown Site").
- Design, finance, secure required approvals, and construct the Proposed Project to completion.

12. Offeror Contact Information.

Name: <NAME>
Phone : <XXX-XXX-XXXX>
E-Mail : X@X.X

13. Owner Contact Information. Name: Carly Venditti, Metropolitan Redevelopment Agency Deputy Director
E-Mail: cavenditti@santafenm.gov

14. Submission Information. Offeror is requested to submit the Offer, as follows:

- *Format*:
  Single PDF document and reproduceable on 8.5 x 11 paper

- *Addressed to:*
  City of Santa Fe, Care of JLL
  Nicholas Gabel, Vice-President, JLL Public Institutions
  (385)419-3197
  Email: Nicholas.Gabel@jll.com

  Email only to: Nicholas.Gabel@jll.com

  Submit questions in writing via email to: Nicholas.Gabel@jll.com

15. Public Offer Period.

Opens: October 16, 2026
Closes: December 2, 2026, 5:00pm

- City may extend the public offer period, at the City's discretion.

Offeror Fully Acknowledges Submission of this Offer:

OFFEROR ENTITY
[**Full Name of Entity**]

By:_____ Date:_____

Print: Name

Its: Title

ATTACHMENT D – INSURANCE REQUIREMENTS

Insurance Requirements

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

ATTACHMENT E – EXCLUSIVE NEGOTIATION AGREEMENT

The City's contract with the selected contractor will follow the City's standard format and include the terms in the Draft Contract. The City reserves the right to negotiate additional provisions. The RFP and the awarded proposal will be incorporated into the final contract.

Exceptions to contract terms are discouraged and may lead to rejection if they are deemed conditional, deficient, or require significant revisions. If an Offeror proposes changes, they must provide a separate document called Contract Edits, cite the specific sections of the Draft Contract they wish to modify, provide alternative language, and justify the proposed changes. General references to the Offeror's terms or complete substitutions of the Draft Contract are not allowed and will result in disqualification.

Offerors must submit any proposed modifications with their proposal, clearly identifying the affected sections of the Draft Contract. If no changes are proposed before selection, the Offeror agrees to the contract terms as stated. Contract negotiations will only address terms proposed during the RFP process and will not allow further amendments to the proposal.

Exclusive Negotiation Agreement Template Approved by CAO Fall 2025

CITY OF SANTA FE

METROPOLITAN REDEVELOPMENT AGENCY

EXCLUSIVE NEGOTIATION AGREEMENT

CITY-OWNED PROPERTY AT THE MIDTOWN SITE

This Exclusive Negotiation Agreement (the "ENA" or "Agreement") is entered this day of , 2026 (by and between the following: the CITY OF SANTA FE, a municipality chartered under the laws of New Mexico ("City" or "Owner") and (***insert offeror company name here***) or it assigns ("Offeror"), collectively the "Parties," effective as of the last date that of either of the Parties executes this Agreement as set forth next to their signatures below ("Effective Date").

The Offeror shall be personally involved in the performance of the ENA and serve as the developer and operator of the Proposed Project as generally described in the Property Sale or Lease Offer submitted by the Offeror to the City dated ***(insert proposal date***) (the "Offer") and generally in the conceptual plans and elevations attached hereto as **Exhibit A**.

1. **Purpose**. The Purpose of this Agreement is to provide a due diligence period to undertake feasibility studies and for the refinement and preparation of the Conceptual Development Proposal provided in the Offer. During this time period the City will negotiate only with the Offeror regarding sale, disposition and development of the Project Parcel, as defined below. The Conceptual Development Proposal and other terms (the "Development Plans") are to be refined and developed by the Offeror and negotiated by and between the Offeror and City during the term of this ENA. The negotiation of the terms and conditions between the Parties shall serve as the basis for entering a Disposition and Development Agreement (the "DDA") for the Project Parcel. Through the term of this Agreement, the City intends to undertake a process in which the Parties engage in a due diligence and negotiation period to ensure the viability of the Proposed Project, and that the Proposed Project is in the best interest of the City.

2. **City Property**. The City owns certain property comprising 64-acress of land and buildings known as the Midtown Site (the "Midtown Site") with a current address at 1600 St. Michaels Drive, Santa Fe, NM 87505, within Section 34, T.17N., R.9E., N.M.P.M., in Santa Fe County, New Mexico, U.S.A (the "Property"). See **Exhibit B: City Property Map.**

3. **Project Parcel**. The Project Parcel, identified as Tract K-1b on the plat of survey entitled "Lot Split Plat to create TRACTS K-la and K-lb..." recorded in book 921, page

19, records of Santa Fe County, is located within the Midtown Site (the "Project Parcel"). The size of the Project Parcel is approximately 3.89 acres or 169,525.13 square feet. See **Exhibit C: Project Parcel Map**.

4. **Offer Price and Consideration**. The Offeror proposed $_____ (XX Dollars) for the Project Parcel for consideration by the City, pursuant to the Property Sale or Lease Offer submitted by the Offeror to the City dated _____, 2026 (the "Offer Price").

5. **ENA Due Diligence Deposit.** The Offeror shall make a deposit of funds equal to five percent (5%) of Offer Price (the "ENA Due Diligence Deposit") ***(insert deposit amount***) which shall be deposited within five (5) business days of the Effective Date of this Agreement. The ENA Due Diligence Deposit shall be fully refundable to Offeror until the expiration of the ENA Due Diligence Period and shall be released to Offeror within fourteen (14) day after the sooner of (a) the expiration of the ENA Due Diligence Period if the parties have not executed a DDA prior to the expiration of the ENA Due Diligence Period or (b) Offeror's termination of this Agreement prior to the expiration of the ENA Due Diligence Period. In the event that the parties execute a DDA prior to the expiration of the ENA Due Diligence Period, and subject to any provisions in the DDA governing the return of the ENA Due Diligence Deposit to Offeror, the ENA Due Diligence Deposit shall be applied to the final Offer Price agreed to by the Parties as set forth in the DDA.

6. **ENA Due Diligence Period**. The term of this Agreement (the "ENA Due Diligence Period") shall commence upon the Effective Date of this Agreement and terminate eighteen (18) months thereafter unless extended pursuant to the terms of this Agreement. Offeror in its discretion may extend the ENA Due Diligence Period for two (2) periods of one-and-eighty (180) days each by depositing with City's selected title company, for each such extension, an additional sum of five percent (5%) (***insert deposit amount***) of the Offer Price. Such additional deposited funds shall become a part of the ENA Due Diligence Deposit and subject to refund to Offeror in accordance with this Agreement.

7. **Negotiations**. During the ENA Due Diligence Period, the Parties shall negotiate a Disposition and Development Agreement ("DDA") for consideration by the City's Governing Body. Throughout the term of this Agreement, Owner shall appoint employees of Owner having the authority to negotiate the DDA and to take those actions of Owner contemplated by this Agreement during the ENA Due Diligence Period, including, but not limited to, the prompt review of those materials to be developed by Offeror under this Agreement

8. **Development Plans/DOA Exhibits**. At a minimum, the DDA exhibits developed by the Offeror during the ENA Due Diligence Period, shall include the following elements of the Development Plans:
    A. Updated Price Offer and Terms
    B. Development Program
    C. Development Schedule and Phasing Plan
    D. Development Capital and Operating Budgets
    E. Schematic Site Plan(s)
    F. Conceptual Architectural Elevation(s)
    G. List of Community Development Plan Requirements and Value-Add Priorities with Cost Estimates

9. **DDA Predevelopment Plans**. The DDA will require a non-refundable Predevelopment Deposit in an amount to be negotiated and stated in the DDA.

10. **Inspections**. Offeror and its agents, consultants, employees, and contractors may inspect the Project Parcel during the ENA Due Diligence Period. Subject to the provisions of this Section 10, Owner hereby grants Offeror and its agents, consultants, employees, and contractors' permission to go upon the Project Parcel at Offeror's expense to make such inspections, surveys, tests, and other engineering studies and site analyses as Offeror may require. Offeror may enter upon the Project Parcel without advance notice to Owner unless Offeror intends to perform invasive testing, such as soils testing, in which event, Offeror shall provide written notice to Owner within at least five (5) days prior to the occurrence of such testing, which notice shall provide a description of the testing to be performed, the name of the party that will perform such testing and evidence that party performing the testing satisfies the requirements for insurance stated in **Exhibit D**. Owner's consent to such testing shall not be unreasonably withheld and shall be deemed to be granted if no objection is received from Owner with said five-day notice period.

    The Offeror will restore the Property to the same condition in which it existed immediately prior to the conducting of any inspection or testing, promptly upon completion of each such inspection.

    The Offeror will not permit any liens or encumbrances to arise against the Property in connection with or as a result of such inspections of or testing upon the Project Parcel.

    The Offeror shall provide Owner with copies of any reports, testing results or studies involving the physical condition of the Project Parcel and prepared by third parties at Offeror’s request.

11. **Insurance**. Offeror shall secure and submit evidence of insurance coverage in a form and amount meeting the requirements stated in **Exhibit D**.

12. **Other Conditions and Terms**.

A. Offeror represents that Offeror has full legal authority to enter this ENA. The person executing this contract on behalf of Offeror has the full right and authority to do so, and Offeror will deliver to Owner prior to the execution of this ENA evidence as Owner may reasonably require that Offeror has taken all appropriate corporate action to authorize the Offer.

B. The Owner represents and warrants to Offeror that no hazardous substances have been or are stored, disposed of or buried on the Project Parcel. The terms "hazardous substances" as used herein mean substances, materials, wastes, pollutants, oils or governmentally regulated substances or contaminants as defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the state or federal environmental laws, including but not limited to asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, diesel fuel, lubricating oils and solvents, PCBs, radioactive materials or waste, or any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored handled, treated, discharged, distributed, disposed, or released.

C. Offeror shall indemnify, hold harmless, or insure the City, including its officers, employees, and agents, against claims, liability, damages, losses and costs arising from any personal injury or damage to personal property, including attorney fees, to the extent that any such claim, liability, damages, losses, or costs arise out of, or are proximately caused by any negligent act or omission of the Offeror, its officers, employees, agents, representatives, consultants or contractors in furtherance of this Agreement. Nothing in this Agreement shall be construed as an indemnification by the City for any loss, damages, injury, or death arising out of, or proximately caused, in whole or part, by the City, its officials, employees, attorneys, agents, representatives, consultants or contractors. Nothing herein shall obligate or be construed to obligate the City to provide any indemnity, insurance, or other protection for or on behalf of Offeror or any third Party.

D. To the best of Owner's knowledge, there is no condemnation or similar proceeding or legal action of any kind or character whatsoever, affecting the Project Parcel pending, threatened, or contemplated by any governmental

authority which will in any manner affect the rights of Offeror upon or after the execution of the DDA.

E. Within twenty-one (21) days of the Effective Date of this Agreement, Owner will provide the Offeror with copies of relevant documents in its possession relating to Project Parcel, including any covenants, conditions, and restrictions, reciprocal easements and parking agreements, copies of tax statements, existing leases, property or building assessments, environmental studies, soils testing reports and documents describing all prior uses of the Project Parcel, if any. Owner shall have no obligation to provide any information to the Offeror that is subject to the attorney-client privilege. With respect to any materials that Owner believes to be of a sensitive or confidential nature, Owner will advise Offeror that Owner is in possession of such documents, and the Parties will enter into an appropriate non-disclosure agreement that shall govern the production of such materials.

F. Offeror shall collaborate and coordinate with the Owner to ensure that Offeror's proposed horizontal development activities are aligned with Owner's planning, design, and construction of the infrastructure and public right of ways, including streets, sidewalks, open spaces, easements, and other related activities. Furthermore, Offeror shall coordinate with Owner regarding the implementation of the Midtown Master Plan into the Offeror's Project Plans with the objective of ensuring consistency with development and design guidelines, intents, and requirements described in the Midtown Master Plan.

G. During the ENA Due Diligence Period, Owner and Offeror shall negotiate terms for any public infrastructure improvements that directly impact the Offeror's Development Plans. Agreed upon terms shall be included in the DDA.

H. In the context of this Agreement, the City Manager may act on behalf of the Owner for extensions, notice, access.

I. Offeror may assign this Agreement. In the event of any such assignment, Offeror shall provide Owner with written notice of such assignment, and Offeror shall be released of its obligations under this Agreement, which shall be deemed to be assumed by Offeror's assignee.

13. **Survey**. Owner at Owner's expense shall provide any surveys in Owner's possession that include the Project Parcel within fourteen (14) days after the Effective Date of this Agreement. Offeror at Offeror's expense shall have the right to order a survey to

expedite due diligence. Offeror shall be responsible for surveys to create additional parcels within the Project Parcel.

14. **Expenses**. Offeror shall pay its due diligence, inspections, legal review, appraisal, loan fees, environmental inspections, architecture and engineering fees, survey acceptable to financial institution requirements, and other expenses associated with this ENA.

15. **Exclusivity**. Upon execution of this ENA, both Offeror and Owner agree to negotiate in good faith, and Owner shall not solicit, accept or entertain any other offers for the Property for the term of this ENA and shall not enter into any negotiations with any party, other than Offeror, regarding the possible sale, leasing or development of the Project Parcel.

16. **Termination**.
    A. Failure to Pay Deposits. If Offeror fails to timely pay the Deposits this Agreement shall automatically terminate without further action by either Party.
    B. Discretionary Termination by Offeror. Offeror may terminate this Agreement at any time in its sole discretion by delivering written notice of such termination to Owner (to the attention of the Santa Fe City Manager with a copy to the Director of the City of Santa Fe Metropolitan Redevelopment Agency). Upon the delivery of such notice, the entire ENA Due Diligence Deposit shall be immediately refunded and released to Offeror, and the Parties shall be released of all further obligations under this Agreement.
    C. Expiration of Term. Unless terminated by Offeror as provided above, this Agreement shall terminate upon the sooner of (a) the expiration of the ENA Due Diligence Period in the event the Parties do not execute a DDA within the ENA Due Diligence Period or (b) the execution of a DDA by Owner and the Offeror.
    D. Termination for Default. Prior to expiration of the ENA Due Diligence Period, the Owner, in addition to the exercise of any other rights or remedies it may have, may terminate this Agreement upon the occurrence of a material default by the Offeror, and Offeror' s failure to cure such default within thirty (30) days after written notice to Offeror thereof from the City, which notice shall include a description of the reason why Owner believes Offeror to be in material default. Default shall be evidenced by Offeror's failure to timely or satisfactorily perform the due diligence activities as described above to refine and develop final development plans and offer terms.
    E. The Parties recognize communicating regarding obstacles to performance is paramount. Should unpredicted, unforeseen, acts of nature, disaster, or emergency, beyond the reasonable control of either of the Parties, cause either party to be unable to perform, the relevant Party shall alert the other as

soon as possible, including the consideration of amendments to this Agreement to allow performance.

17. **Limitation on Effect of Agreement**. This Agreement does not obligate Owner or Offeror to enter a DDA for the disposition or development of the Property. Offeror understands and agrees that any proposed DDA resulting from the negotiations between Offeror and Owner pursuant to this ENA shall become effective only if and after such DDA has been approved by the City's Governing Body, acting in its sole and absolute discretion, and executed and delivered by both Owner and Offeror. Owner understands and agrees that Offeror's willingness to enter into and execute a DDA is also subject to Offeror's sole and absolute discretion. Offeror understands and agrees that this ENA does not indicate and does not imply that Owner, acting as a regulatory or permitting authority, has hereby granted, or is obligated to grant, any approval or permit that is required by law for the disposition of the Project Parcel or the development of the Project Parcel as contemplated by this ENA.

18. **Limitation on Effect of Agreement**. This Agreement does not obligate Owner or Offeror to enter a DDA for the disposition or development of the Property. Offeror understands and agrees that any proposed DDA resulting from the negotiations between Offeror and Owner pursuant to this ENA shall become effective only if and after such DDA has been approved by the City's Governing Body, acting in its sole and absolute discretion, and executed and delivered by both Owner and Offeror. Owner understands and agrees that Offeror's willingness to enter into and execute a DDA is also subject to Offeror's sole and absolute discretion. Offeror understands and agrees that this ENA does not indicate and does not imply that Owner, acting as a regulatory or permitting authority, has hereby granted, or is obligated to grant, any approval or permit that is required by law for the disposition of the Project Parcel or the development of the Project Parcel as contemplated by this ENA.

ATTACHMENT F – DEFINITIONS

1. "**Authorized Purchaser**" means an individual authorized by a Participating Entity to place orders against this contract.

2. "**Award**" means the final execution of the contract document.

3. "**Bid Central**" means the Bid Module in Munis Vendor Self Service. This is the City of Santa Fe's eProcurement system.

4. "**Business Hours**" means the normal business hours of the Requesting department; 8:00 AM through 5:00 PM Mountain Standard or Daylight Time, whichever is in effect on the date given.

5. "**Central Purchasing Division/Office or CPD**" means the office responsible for the control of procurement of items of tangible personal property, services, or construction.

6. "**Chief Procurement Officer**" means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services, or construction.

7. "**City**" means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.

8. "**Close of Business**" means the normal close of business of the Requesting Department; 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

9. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, Sections 57-3-A-1 through 57-3A-7. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

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

11. "**Contractor**" means any business having a contract with the City of Santa Fe.

12. "**Department**" means the Requesting Department sponsoring this Procurement.

13. "**Determination**" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

14. "**Desirable**" the terms "may," "can," "should," "preferably," or "prefers", identify a desirable or discretionary item or factor.

15. "**Electronic Submission**" means a successful submittal of Offeror's proposal.

16. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices.

17. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

18. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

19. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

20. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

21. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

22. “**IT**” means Information Technology.

23. “**Living Wage**” means the minimum hourly wage necessary for a person to achieve a higher standard of living.

24. “**Mandatory**” the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.

25. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

26. “**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

27. “**Offeror**” means any person, corporation, or partnership who chooses to submit a proposal.

28. “**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to the City of Santa Fe, a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

29. “**Procurement Manager**” means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s).

30. “**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.

31. “**Request for Proposals (RFP)**” means a formal solicitation issued by the City of Santa Fe to invite vendors or service providers to submit competitive proposals for specific projects, products, or services. It includes all documents, including those attached or incorporated by reference, that outline the scope of work, technical & functional requirements, submission guidelines, timelines, evaluation criteria, and applicable legal terms in accordance with state statute, city ordinances, and procurement policies. RFPs are used to ensure transparency, encourage competition, and secure the most advantageous solution to support the City's goals and serve its residents effectively.

32. “**Requesting Department**” means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.

33. “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

34. “**Responsive Offeror**” means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity, or delivery requirements.

35. “**Sealed**” means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents have been completely and successfully uploaded into the Bid Central prior to the submission deadline stated in this RFP.

36. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

37. “**State (the State)**” means the State of New Mexico.

38. “**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g., “We concur,” “Understands and Complies,” “Comply,” and “Will Comply if Applicable”)

39. “**Written**” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.