

**The City of Santa Fe
Office of Economic Development and Arts and Culture Division
(collectively “Department”)**

REQUEST FOR PROPOSALS (RFP)

Lease and Management of 1614 Paseo de Peralta



RFP #ED-AC-2405

RFP Release Date: 5/22/2024

Proposals Due Date: 6/19/2024

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations to procure services that utilize and enhance the city-owned property described in the next paragraph.

The Property:

The “Property” consists of both a 16,845-square-foot building that was constructed in 2008 and is depicted on the attached **Exhibit A** (formerly known as Warehouse 21), and the 18,390 square-foot tract of land containing the building, which is identified as Parcel B2 on the attached **Exhibit B**. The City seeks to create diverse economic opportunities through the programming and services provided by and/or managed by the Offeror.

Upon leasing the Property, the ideal Offeror would provide and/or manage a range of services and programming (collectively “Services”) that will develop and support the Creative and Film and Digital Media Industries in Santa Fe.

The definition of Creative Industries for the purposes of this RFP is the definition in State statute, NMSA 1978, Section 9-15-3:

“creative industry” means a business, organization or person engaged in creative enterprises, including performing, visual and literary arts; entertainment, media, information and broadcasting; applied arts and design, including architecture, landscape architecture, museum and gallery professions; promotion, marketing, graphics and industrial design; technology and computer system design, software design, coding and digital media; and crafts and artisan professions, including metal, wood, glass, ceramics, paper, printing, textile and culinary arts.

For the purposes of this RFP, the City of Santa Fe reads this definition to include Film and Digital Media Industries.

B. BACKGROUND INFORMATION

In 1995, the City of Santa Fe (“City”) acquired fee title to 50 acres of underused land along Guadalupe Street and Cerrillos Road in Santa Fe, New Mexico. In 2002, the City commissioned the Santa Fe Railyard Master Plan and Design Guidelines to guide the redevelopment of the Santa Fe Railyard (“Railyard”) as an important transportation center, an economic development area, and as a nexus for generating art and culture in Santa Fe.

Within the Railyard is the City-owned real property located at 1614 Paseo de Peralta, which originally included a 3,500 square foot building. The building was occupied by the Center for Contemporary Arts (“CCA”) CCA Teen Project, later renamed the CCA Warehouse. In 1996, a new nonprofit organization was established called SF Teen Arts Center, dba Warehouse 21, that

later inherited all assets of the CCA Warehouse and continued the teen center operations in the building. Through funding by the New Mexico Legislature and other funding sources, \$3 million was raised for the construction of a new building. The old building was razed, and construction of a new 16,845-square-foot “Warehouse 21 Building” (the “Building”) was completed and opened to the public on June 27, 2008. Currently, the Building has been vacant for several years and is in need of repairs.

C. SCOPE OF PROCUREMENT

The goal of this RFP is to create economic diversification and opportunities through the development and support of the Creative Industries. Upon leasing the Property, the Offeror is expected to deliver the following services, which are all further defined in Section IV(A), Detailed Scope of Work:

1. Operational support of programming and services and/or management of sublessors that provide programming and services to build and grow the Creative Industries in the city of Santa Fe;
2. Management of the Property, including management of subleasing.; and
3. Redevelopment of the Property.

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may **ONLY** be used by those two parties exclusively.

D. PROCUREMENT MANAGER

The Office of Economic Development has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and email address are listed below:

Name: Casey Dalbor, Procurement Manager
Address: Office of Economic Development
123 E. Marcy St., Suite 205
Santa Fe, NM 87505
Telephone: (505) 955-6912
Email: cjdalbor@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager

Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, §13-1-172 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email: cjdalbor@santafenm.gov

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

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. **“Business Hours”** means 8:00 AM through 5:00 PM MST/MDT, whichever is in effect on the date given.
4. **“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.
5. **“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
6. **“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, §§57-3-A-1 through 57-3A-7. The following items may **not** be labelled as confidential: Offeror’s submitted 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.
7. **“Contract”** means any agreement for the procurement of items of tangible personal property, services, or construction.
8. **“Contractor”** means any business having a contract with the City of Santa Fe.
9. **“Department”** means the Requesting Department sponsoring this Procurement.

10. **“Determination”** means the written documentation of a decision of the Procurement Manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
11. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” to identify a desirable or discretionary item or factor.
12. **“Electronic Submission”** means a successful submittal of Offeror’s proposal.
13. **“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices. The electronic version/copy can only be emailed.
14. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
15. **“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.
16. **“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.
17. **“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.
18. **“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.
19. **“IT”** means Information Technology.
20. **“Living Wage”** means the minimum hourly wage necessary for a person to achieve a higher standard of living.
21. **“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.
22. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

23. **“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.
24. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
25. **“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.
26. **“Procurement Manager”** means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s).
27. **“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.
28. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by NMSA 1978, §§ 57-3A-1 to 57-3A-7 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out **BUT NOT** omitted or removed.
29. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
30. **“Requesting Department”** means the City Department(s) responsible for overseeing the work or delivery of tangible personal property by a contractor.
31. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his 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.
32. **“Responsive Offer”** or 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.
33. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service

itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

- 34. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror’s company.
- 35. **“State (the State)”** means the State of New Mexico.
- 36. **“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 Offeror’s proposal. (E.g., “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable.”)
- 37. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
- 38. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library via the following link, which contains the electronic version of the RFP, questions & answers, RFP Amendments, etc.: <https://www.sfpublicassets.org> .

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City’s Office of Economic Development and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Department	05/22/2024
2. Acknowledgement of Receipt Form	Potential Offerors	05/29/2024 at 10:00 am MST

3. Pre-Proposal Conference/Site visit	Department	05/29/2024 at 9:00 am -11:00 am MST <i>*subject to change</i>
4. Deadline to Submit Written Questions	Potential Offerors	06/05/2024 at 10:00 am MST
5. Response to Written Questions	Procurement Manager	06/12/2024 at 10:00 am MST
6. Submission of Proposal	Potential Offerors	06/19/2024 at 10:00 am MST
7.* Proposal Evaluation	Evaluation Committee	06/20/2024 to 07/04/2024
8.* Oral Presentation(s) (if required by Eval Committee)	Evaluation Committee	06/24/2024 to 06/28/2024
9.* Ranking of Finalists	Evaluation Committee	07/05/2024
10.* Best and Final Offer(s)	Department	07/08/2024
11. Notification of Non-Selected Offerors	Department	07/09/2024 to 07/11/2024
12. Protest Deadline	Department	07/18/2024 at 10:00am MST
13.* Negotiate and Finalize Contractual Agreement	Department/Finalist Offeror	07/08/2024 to 08/08/2024
14.* Contract Awards (approved contract & referendum)	Department/ Finalist Offerors	08/09/2024 to 10/25/2024

*Dates indicated in Events 7 through 13 are estimates only and may be subject to change without necessitating an amendment to the RFP. Individuals or Groups who submit an Acknowledge of Receipt Form (Appendix A) will be notified of changes to this schedule.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of The City Office of Economic Development on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may email the Acknowledgement of Receipt Form (APPENDIX A), to the Office of Economic Development at contactoed@santafenm.gov to have their organization placed on the procurement Distribution List. The form must be returned to the Office of Economic Development by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's

representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference/Site Visit

The pre-proposal conference will be held on site and streamed via Zoom. The building will be open for inspection during the specified hours.

Details are listed in Section II.A, Sequence of Events. The link to register for the online pre-proposal conference is:

<https://santafenm-gov.zoom.us/meeting/register/tZcudeyrpjspHdS4e1wa4e24YyLxSIIfOg3l>

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Office on Economic Development and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Office of Economic Development and the Procurement Manager as to the intent or clarity of this RFP until 5:00PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Office of Economic Development and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via email, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:

<https://www.sfpublicassets.org>

6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE OFFICE OF ECONOMIC DEVELOPMENT VIA EMAIL TO cjdalbor@santafenm.gov NO LATER THAN **5:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically to the email address in the paragraph above. Proposals submitted by facsimile or in hard copy will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Office of Economic Development and/or the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for oral presentations, if any, will be determined at this time. Finalists will be comprised of up to five (5) Offerors receiving the highest cumulative scores in the following Sections and meeting the mandatory pass/fail criteria: Section IV.B.1 Organizational Experience, Section IV.B.3 Organizational References, and Section IV.B.4 Mandatory Specifications.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as

soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation, if oral presentations are held.

10. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined, on the date listed in schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Zoom, etc.). The Department will provide Finalist Offerors with applicable details. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and Office of Economic Development.

11. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror without undertaking a new procurement process, and then with the third most advantageous, and so on with the other Offerors until agreeable terms can be reached.

12. Contract Awards

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

13. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposals' number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172 and Procurement Manual Section proposals protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The protest must be delivered to:

PROTEST MANAGER:
Johanna Nelson
City of Santa Fe Office of Economic Development Director
jcnelson@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX D.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Office of Economic Development personnel will not merge, collate, or assemble proposal materials.**

4. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Office of Economic Development and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

5. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90)

days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

6. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Procurement Manager shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

7. No Obligation

This RFP in no manner obligates The City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

8. Termination

This RFP may be canceled at any time and all proposals may be rejected in whole or in part if and when the Department determines such action to be in the best interest of the City of Santa Fe.

9. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

10. Legal Review

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Office of Economic Development and the Procurement Manager.

11. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

12. Basis for Proposal

Only information supplied in writing by the Office of Economic Development and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

13. Contract Terms and Conditions

The contract between the Department and a contractor will follow the format specified by The City and contain the terms and conditions set forth in the Draft Contract Appendix H. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of The City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX H) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. **General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to The City and will result in disqualification of the Offeror's proposal.**

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to

propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

14. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with The City. See Section II.C.15 for requirements.

15. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between The City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

16. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in NMSA 1978, §§ 13-1-83 and 13-1-85.

17. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Procurement Manager reserves the right to waive minor irregularities, as defined in Section I.F.23. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

18. Change in Contractor Representatives

The City reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of The City, adequately meeting the needs of The City.

19. Notice of Penalties

The Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

20. Department Rights

The Department, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of a potential Offeror's proposal.

21. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from The City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

22. Ownership of Proposals

All documents submitted in response to the RFP shall become property of The City.

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of The City.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without The City's written permission.

23. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

24. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Office of Economic Development, the Offeror acknowledges that the version maintained by the Office of Economic Development shall govern. Please refer to:

<https://www.sfpublicassets.org>

25. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

26. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and Email address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

27. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
 - C. The Contractor shall provide immediate written notice to the Procurement Manager or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
 - D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
 - E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
 - F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation

of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Procurement Manager or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Procurement Manager may terminate the involved contract for cause. Still further the Procurement Manager may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Procurement Manager.

28. Local Preferences

Proposals will be scored based on a point-based system, the City shall award additional points up to the equivalent to 6% of the total possible points to a local resident business.

A. Local Preference Qualification

To receive the local preference, an Offeror must meet one or both of the following criteria, which may result in a cumulative 6% local preference if both criteria are met:

- i. Provide a City of Santa Fe, or Santa Fe County, business license that has been held for at least 3 years to receive a 3% local preference.
- ii. Three percent (3%) of the total possible points to a business with all resident business subcontractors.

The maximum available local preference shall be 6%.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Each Offeror shall submit only one proposal in response to this RFP. A proposal may be broken into multiple emails if the attachments are too large to go in one email. Any Offeror submitting multiple emails must say in the body of the email that the Offer has been split between emails.

B. NUMBER OF COPIES

1. Responses

ELECTRONIC SUBMISSION ONLY

Proposals in response to this RFP must be submitted to the email addresses below:

cjdalbor@santafenm.gov

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate attachments as indicated below in this section, and **must** be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front

page of each upload.

- a) **Technical Proposals** –The Technical Proposals **SHALL NOT** contain any cost information. **Name the file as such, RFP Number – Company Name – Technical** (e.g., ##-##-P - Acme Corp – Technical)
- i. **Confidential Information**: If Offeror’s proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files. Name the files accordingly:**
- One (1) ELECTRONIC version of the requisite proposals identified above as **unredacted** (def. Section I.F.34) versions for evaluation purposes (example file name, ##-##-P - Acme Corp – Unredacted Technical); and
 - One (1) **redacted** (def. Section I.F.25) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file. (Example file name, ##-##-P - Acme Corp – Redacted Technical)
- b) **Lease Term and Rent Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Lease Term and Rent Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. Name the file as such, RFP Number – Company Name – Rent (e.g., ##-##-P - Acme Corp – Rent)

The ELECTRONIC proposal submission must be fully submitted to the email address above by the submission deadline in Section II.B.6. Submissions cannot be password protected and must be in PDF format. *The Offeror is responsible for allowing adequate time for uploading large PDF files (uploads/attachments) in order to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via email, by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.*

LATE PROPOSALS WILL NOT BE ACCEPTED

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – DO NOT INCLUDE ANY RENT INFORMATION IN THE TECHNICAL PROPOSAL.

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16)
- G. Response to Specifications (**except Lease Term and Rent information which shall be included ONLY in the Lease Term and Rent Proposal/Binder 2**)
 1. Organizational Experience
 2. Organizational References
 3. Oral Presentation (if applicable)
 4. Mandatory Specification
 5. Desirable Specification
 6. Financial Stability – (Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i)
 7. Performance Surety Bond (if applicable)
 8. Local Preferences (if applicable)
- H. Other Supporting Material (if applicable)

Lease Term and Rent Proposal:

1. Completed Lease Term and Rent Proposal Form (APPENDIX C)

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE RENT INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

I. PROGRAMMING AND OPERATIONS MANAGEMENT (*SUGGESTED*)

Offeror will provide services to Creative Industries-related businesses and nonprofits *or* will sublease space to organizations working to cultivate and support the Creative Industries in Santa Fe. Offeror would be responsible for managing subleases with organizations that align with the City’s vision and goals per the Arts & Culture Department’s Culture Connects plan, located at <https://www.sfpublishassets.org> as “EXHIBIT D – ARTS & CULTURE DEPARTMENT’S CULTURE CONNECTS PLAN” to create a physical hub that provides space and programming to grow the Creative Industries.

Services could include and are not limited to the following:

1. **Community and Commercial Space:**

- a. Studios for film and audio production
- b. Commercial and retail space for creative industries, including business incubators or accelerators
- c. Performing arts rehearsal and performance spaces
- d. Gallery and exhibition areas
- e. Studios for visual art production
- f. Education and training opportunities
- g. Community convenings and gatherings including use by:
 - i. Educational organizations and institutions
 - ii. Nonprofits in the creative industries
 - iii. Artists

2. **Community Engagement with Diversity, Equity and Inclusion (“DEI”) Strategies:** The City wants the Property utilized as an inclusive community facility that equitably meets the needs of community members and organizations. The City seeks an Offeror that will support and promote programming and services that:

- a. Engage and support diverse population groups, including Spanish speakers, Indigenous people, youth, working families, and socially and economically disadvantaged individuals and communities.
- b. Collaborate with local community centers, schools, and cultural organizations that foster engagement and trust within the community.
- c. Directly address equity needs within the Creative Industries and community.
- d. Develop a comprehensive DEI plan, detailing strategies to ensure equal access and opportunities for all community members.
- e. Establish partnerships with local organizations that specialize in supporting marginalized communities.
- f. Regularly assess and report on the diversity of participants and beneficiaries in various programs.

3. **Education and Workforce Training:** Offeror and sublessors could provide workforce training opportunities for career and labor force development in the Creative Industries which could include the following:
 - a. Identify career paths through internships, apprenticeships, and mentorships.
 - b. Support job training, talent development, and soft skill workshops.
 - c. Develop pathways to trades, higher education, and career growth aligned with the city's business sectors.
 - d. Focus on youth programming.
 - e. Establish partnerships with educational institutions to offer accredited courses and certifications.
 - f. Provide space for young, emerging, and non-professional artists to practice and grow their skills in the arts.

4. **Commercial Support and Development:** Offeror and sublessees should provide support for starting or expanding a business within the Creative Industries.
 - a. Allocate part of the Property for creative economy startups and business incubation.
 - b. Identify resources including financing and technical assistance for small businesses.
 - c. Provide training and educational opportunities for creative industry businesses.
 - d. Allow for commercial retail space or gallery opportunities for community to sell products, as well as a performance space where artists can potentially charge for admission to performances.
 - e. Assist with marketing and promotion of businesses.

II. Data Collection and Reporting (MANDATORY): Offeror is responsible for compiling key economic development and impact data related to activity at the Property to show positive impact on the creative industries economy. Offeror will work with the Offices of Economic Development (“OED”) and Office of Arts and Culture (“OAC”) to determine the best metrics to track. Offeror would be responsible for completing the following tasks:

- a. Develop a comprehensive data collection strategy to track participant demographics, program impact, and outcomes.
- b. Create a user-friendly reporting system to monitor progress against established performance measures.
- c. Regularly review and analyze collected data to assess the effectiveness of various programs and initiatives.
- d. Report findings to the City, OED, and OAC on a quarterly basis.
- e. Report to the respective City committees on a regular basis.

III. MANAGEMENT OF THE PROPERTY (MANDATORY)

Offeror must commit to the following:

1. **Mixed-Income Tenant Budget:**
 - a. Develop a transparent and equitable system for setting rents based on the market and income levels.

- b. Provide financial incentives for tenants engaged in community-focused initiatives or public programming.
2. **Sub-Lease Management if Property Not Entirely Used by Offeror:**
 - a. Establish a streamlined process for tenant onboarding, lease signing, and ongoing communication.
 - b. Regularly assess the impact and alignment of sub-lessees' activities with the overarching goals of the City (please see Section IV A).
 3. **Tenant Promotion:**
 - a. Develop marketing materials and strategies tailored to attract tenants in the arts, culture, and creative sectors.
 - b. Leverage social media platforms and online channels to highlight the benefits of leasing at the 1614 Paseo Building.
 - c. Foster a sense of community among tenants through networking events, meet-ups, and collaborative projects.
 4. **Property & Asset Management:**
 - a. Manage all Property operations, maintenance, security, and management activities.
 - b. Ensure a welcoming, safe, and exemplary building environment.
 - c. Focus on leasing, marketing, maintenance, and financial management.
 - d. Implement budgeting, financial oversight, and asset management practices.
 5. **Property Usage:**
 - a. Work with the OED and OAC, to improve the 1614 Paseo Building to deliver the services.
 - b. Services may be modified to address community needs and capacity changes.
 - c. Sublease to both for-profit and nonprofit organizations and individuals if not entirely used by Offeror.

III. **REDEVELOPMENT OF THE PROPERTY (MANDATORY)**

Offeror must commit to the following:

1. **Due Diligence Activities:**
 - a. Offeror understands that the building will be delivered in its current broom-clean “As-Is” condition and therefore Offeror will conduct due diligence activities involving environmental, mechanical, electrical and plumbing assessments, investigations, reports, and thorough site and building inspections prior to submission of a response. An assessment of the property will be included in the RFP packet. No further due diligence period will be provided.
 - b. During the Term of the lease, the Offeror shall maintain and repair the Building and all the Building’s mechanical, electrical and plumbing systems as needed which will be done in an industry standard professional manner and will include obtaining maintenance contracts for the HVAC, plumbing, electrical, elevator, hot water, and fire alarm equipment. The Offeror will not be responsible for the repair and cost of any capital repairs to the building during the lease term related to normal wear and tear and

- age, i.e., roof or façade repairs, HVAC compressor or condenser replacements, motor pump replacements, elevator controls, and major mechanical failures.
- c. Undertake necessary remediation, mitigation, demolition, repairs, upgrades/rehabilitation, or actions required for Offeror’s use of the Property, in accordance with applicable codes, regulations, and laws.
2. **Development Approvals:**
 - a. Obtain all essential regulatory approvals and permits, including, but not limited to , environmental considerations (if applicable), and construction-related authorizations.
 3. **Design and Construction:**
 - a. Offeror will be solely responsible for project management of any modifications, improvements, or repairs to the Property and will provide a detailed schedule showing standard development line items for redevelopment, i.e. from commencement to full build-out and occupancy. OED and the Public Works Department’s Facilities Division (“Facilities Division”) must approve all modifications, improvements, or repairs in writing ahead of time, unless it is an emergency repair.
 - b. Offeror must work with OED and Facilities Division to review construction progress to ensure it adheres to the approved plans and specifications.
 - c. Offeror will be responsible, in a professional capacity, for managing the scope of work, critical paths, and all the tasks associated with all modifications or improvements that Offeror will undertake to the Property from conception to completion, and secure all requisite governmental permits for project development and construction on the Property.
 - d. Offeror must obtain and submit to OED a Performance Bond that covers the entirety of any construction project that exceeds \$20,000.00.
 - e. Offeror will be responsible for ensuring compliance with relevant land use and zoning codes, environmental evaluations, approvals, and building codes.
 - f. Offeror will be responsible for conforming to federal, state CID, and local laws and regulations, and obtain all necessary governmental clearances.
 - g. The Offeror assumes responsibility for costs linked to Project development approvals and tasks.
 4. **Environmental Remediation, Demolition, and Building Systems:**
 - a. For any work Offeror undertakes modifying the interior or exterior of the building, Offeror assumes responsibility for environmental site assessments and financing and implementing remediation and demolition activities for proposed uses.
 - b. It is Offeror’s responsibility to collaborate with the City to secure funding sources and maximize government funding access .
 5. **Insurance:**
 - a. Offeror is responsible for obtaining and maintaining required insurance coverage (worker’s compensation, liability, etc.) during the exclusive negotiation agreement term, following City-established terms based on risk profile.

6. **Public/Private Partnership Management and Protocols:**

It is Offeror's responsibility to:

- a. Collaborate with the City, state, and federal agencies overseeing predevelopment and development activities.
- b. Implement Project Management tools and protocols for effective public/private partnership management.

7. **Green Building and Sustainability:**

It is the Offeror's responsibility to:

- a. Emphasize energy and resource efficiency, aiming for LEED credits.
- b. Prioritize environmental design, energy reduction, and water conservation.
- c. Implement renewable energy sources and energy-efficient technologies to minimize the building's carbon footprint.
- d. Incorporate sustainable materials and construction practices in any building improvements.
- e. Establish waste reduction and recycling programs within the Property.
- f. Promote eco-friendly commuting options for staff and visitors, such as bike-sharing or public transportation incentives.

8. **Outdoor Space Activation:**

It is the Offeror's responsibility to

- a. Design outdoor spaces to accommodate public art installations, performances, and interactive exhibits.
- b. Collaborate with landscape architects to create green spaces that encourage community interaction and relaxation.
- c. Consider hosting outdoor markets, fairs, and festivals to activate the space and attract visitors.

9. **Development financing:**

- a. Offeror is expected to possess financial capacity to secure financing to fund redevelopment.
- b. Offeror is encouraged to work with the City on obtaining funding sources and prospects.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

- a) provide a detailed description of relevant corporate experience with city, county, or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of arts, culture, and/or creative industries services.

- b) provide a detailed resume/bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Offeror must include key personnel education, work experience, relevant/applicable certifications/licenses, and any other applicable credentials and experience.
- c) indicate how many creative, economic, and/or educational projects Offeror has initiated, managed, and/or executed in the past three years, and measurable outcomes.
- d) describe direct experience with inclusive and equitable community engagement: outreach, strategies, collaboration, participation, responsiveness, and outcomes.
- e) describe at least two relevant project successes and failures. Include how each experience improved the Offeror's services.
- f) describe the leadership structure of the Offeror's proposed organization and the experience of individuals who would hold leadership roles. Describe contingency and continuing leadership plans in case of turnover or unforeseen changes in personnel.
- g) describe any parts of the RFP that Offeror does not agree with or does not plan to follow, and give reasons for that deviation.

2. Organizational References

Offeror must provide a list of a minimum of three (3) references from relevant projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and email address.

Offeror is required to submit APPENDIX E, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX E. The business references must not return the completed Questionnaire to the Offeror.** It is

the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent year's independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g., D & B report).

2. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to obligate the company.

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

4. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

5. Lease Term and Rent

Offerors must complete the Lease Term and Rent Proposal Form in APPENDIX C.

6. Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21, Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors <i>(Correspond to section IV.B and IV C)</i>	Points Available
B. Technical Specifications	
B. 1. Organizational Experience	40
B. 2. Organizational References	10
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.2. Letter Of Transmittal	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
C. 4. Oral Presentations	30
C.5. Term and Rent Proposal	20
Total points available without local preference	100
C.6. City of Santa Fe Local Preference per Section IV C. 6	3
C.7. City of Santa Fe Local Preference using Local Subcontractors Section IV C.6	3
TOTAL POINTS AVAILABLE	106

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror’s candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes. As detailed in IV. B.1, Offerors will be

evaluated on a) description of relevant experience; b) detailed resumes of all key personnel; c) roster of prior projects and measurable outcomes; d) inclusive community engagement; e) two examples of successes and/or failures; f) description of stable leadership structure.

2. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. C.1 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

4. C.2 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

5. C.3 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

6. C.4 Oral Presentation (See Table 1)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to oral presentation, the Department will provide the Offeror a presentation agenda. (If no oral presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

7. C.5 (See Table 1 Lease Term and Rent Proposal)

The evaluation of each Offeror's cost proposal will be conducted using the

following formula: (Offeror's Proposal divided by Highest Offeror's Proposal) multiplied by (points available)

8. C.6. Local Preferences

Proposals will be scored based on a point-based system. The City shall award additional points equivalent to 6% of the total possible points to a local resident business as follows:

- The City shall award additional points equivalent to 3% of the total possible points to a local resident business.
- The City shall award an additional 3% of the total possible points to a business with all local resident business subcontractors.

The maximum available local preference shall be 6%.

A. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Office of Economic Development or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, 13-1-117, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

EXHIBIT B

Property

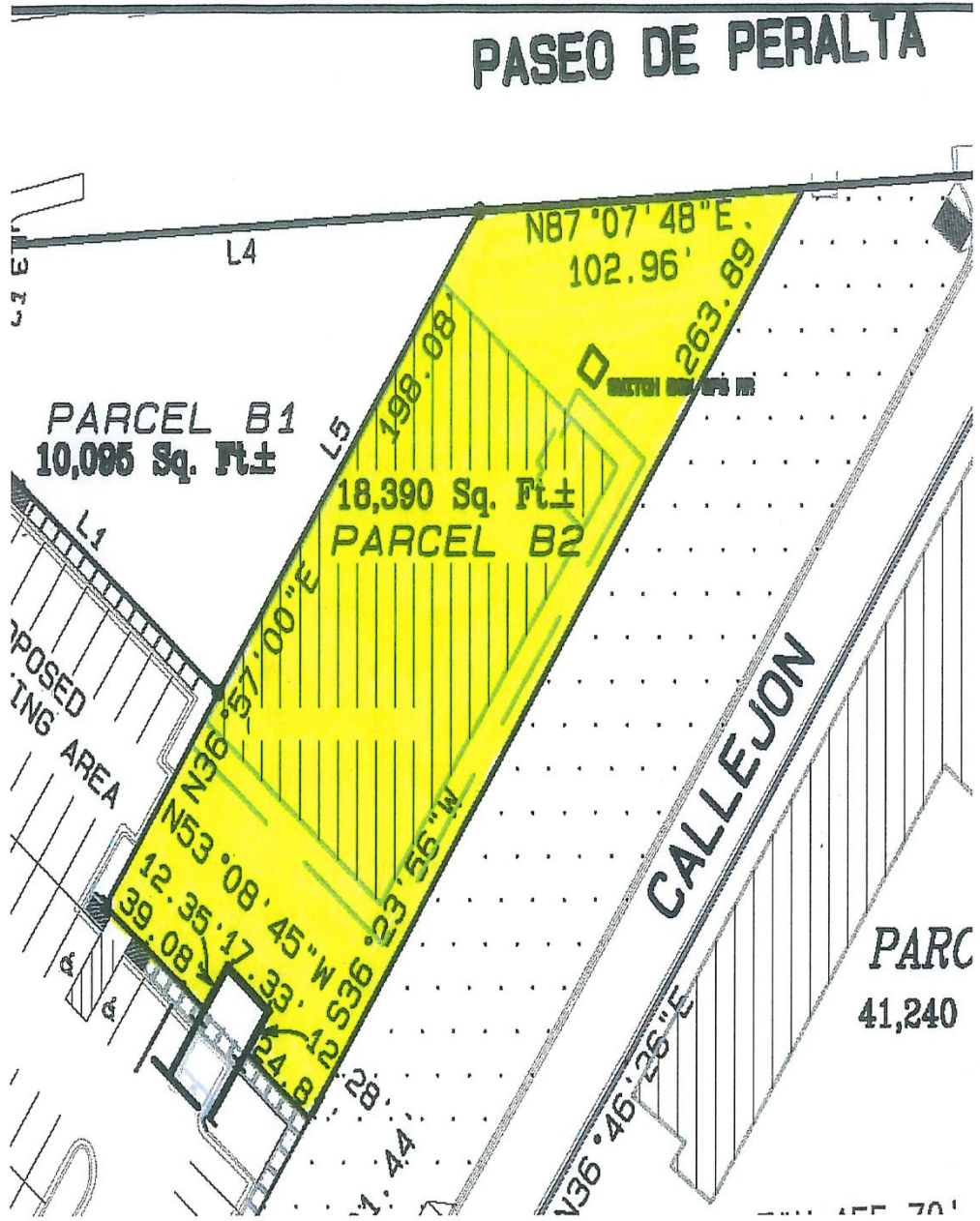


EXHIBIT C

Partial Facility Condition Assessment

Plumbing – There is a new Navian tankless water heater (model: 20A2) installed in June of 2023, the life expectancy is 20 years. The backflow preventer for the building located in the southwest mechanical room has been rebuilt by B&D Industries Inc. (B&D) in 2023, the life expectancy is 5 to 10 years. B&D performed a merc test on the gas line for the building and made repairs to all joints and connections where leaks were found. New stands were installed for all the piping located on the roof along with all new gas flexes and gas shut off valves, then New Mexico Gas install a new meter and turned the gas back on to the building. B&D went through every bathroom and replaced all failed and leaking flush valves for toilets and urinals and also replaced all failed and leaking sink fixtures in the bathrooms.

Mechanical – There are two rooftop Carrier units (both are model 4H8JE0114B-L-561) that heat and cool the open spaces on the 1st and 2nd floors. Both units were manufactured in 2008 and use R-22 refrigerant. There are typical minor leaks on the evaporator coils and the life expectancy for both units is 10-15 years. There are 4 rooftop Modine direct fire heaters (model HBP175SMRLN20A2CR1JEA00). These units were manufactured in 2008. The blower motor for one and the power exhaust motor for 2 units were replaced along with the motor starter for these 2 units. With the repairs made to these units there is another 5-8 years of life expectancy. There are 3 Mastercool style evaporative units on the roof, units appear to be manufactured sometime between 2005 and 2008. B&D has replaced the media in all units along with belts, copper piping for water lines, pulleys and evaporator pumps. With recent repairs the life expectancy is 8 - 10 years

Electrical – B&D has inspected all panels and the meter for the building and found no damage or issues. Light bulbs in the fixtures in all the open space rooms have been replaced along with several ballasts. They have checked lights and ballasts throughout the building and verified they are all in working condition and replaced a few electric outlet cover plates throughout the building.

Elevator – A Thyssen Krupp hydraulic elevator services the first and second floor. The elevator mechanical room is located adjacent to the elevator shaft on the first floor.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM
Lease and Management of 1614 Paseo de Peralta
RFP #ED-AC-2405
ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 05/29/24 at 5:00pm MTN. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments or updates, if any are issued.

In acknowledgement of receipt of this Request for Proposals, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX H.

The name and address below will be used for all correspondence related to the Request for Proposals.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Office of Economic Development

Email: contactoed@santafenm.gov

Subject Line: **Lease and Management of 1614 Paseo de Peralta**

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, §§ 13-1-28, and 13-1-191.1, as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, § [13-1-181](#) or a contract that is executed may be ratified or terminated pursuant to Section NMSA 1978, § [13-1-182](#) if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 1978, §§ [13-1-28](#) through [13-1-199](#)] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: _____

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

APPENDIX C
LEASE TERM and RENT PROPOSAL FORM
RFP #ED-AC-2405

TERM

Term: _____

Term Renewals: Number of Renewals: _____

Number of Years for Each Renewal: _____

RENT

Formula:

Proposed Price Per Square Foot/year x Square Footage (16,845) = Annual Rent / 12 = Monthly Rent

- Take Your Proposed Price Per Square Foot/year
- Multiply That by Your Total Square Footage (16,845 sq ft)
- That Gives You Your Total Annual Rent
- Divide by Twelve for Monthly Rent

Year 1 Base Rent: \$ _____

Option Term 1 Rent: \$ _____

Option Term 2 Rent: \$ _____

*Increase in Rent. Rent shall be increased annually, effective on the first anniversary of the Rent Commencement Date and annually thereafter. Annual increases in Rent shall be based on the Consumer Price Index, All Urban Consumers, All Items in U.S. City Average,

Estimated Improvement Cost: \$ _____

Annual Offset to Rent (if applicable): \$ _____

Number of Years: _____

Adjusted Annual Rent (if applicable): \$ _____

APPENDIX D

LETTER OF TRANSMITTAL FORM

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP: Lease and Management of 1614 Paseo de Peralta RFP #ED-AC-2405

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM 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 must 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:

 (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 the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____, 20_____
 Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX E

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The City of Santa Fe, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Office of Economic Development at contactoed@santafenm.gov by 11/27/23 at 5:00PM MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP for Lease and Management of 1614 Paseo de Peralta
RFP #ED-AC-2405
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

_____ (Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the City of Santa Fe, Office of Economic Development via email at:

Name: Office of Economic Development
 Email: contactoed@santafenm.gov

Forms must be submitted no later than 05/29/24 at 5:00PM and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the City of Santa Fe Procurement Manager at cjdalbor@santafenm.gov / 505-955-6912. When contacting the Procurement Manager, include the Request for Proposals' number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact email address	
Project description	
Project dates (start and end dates)	
Technical environment for the project you're providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this Applicant in the past?

COMMENTS:

2. How would you rate this Applicant's knowledge and expertise?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the Applicant's flexibility relative to changes in the project scope and timelines?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with materials, either hard-copy or virtual produced by the applicant?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between Applicant's personnel and your staff?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the applicant's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name:	_____	Rating:
Name:	_____	Rating:
Name:	_____	Rating:
Name:	_____	Rating:

COMMENTS:

7. How satisfied are/were you with the products and/or outcomes developed by the applicant?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

APPENDIX F

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX G

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Property Manager, each key personnel shall also complete the Conflict-of-Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Property Manager and known key personnel need to describe the conflict.

The Property Manager agrees that, if after award, an organizational conflict of interest is discovered, the Property Manager shall make an immediate and full written disclosure to the City that includes a description of the action that the Property Manager has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the award. If the Property Manager was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Lease and Management of 1614 Paseo de Peralta. For the duration of this firm's involvement in the Lease and Management of 1614 Paseo de Peralta contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing or associated with a bidder and/or Offeror on the Lease and Management of 1614 Paseo de Peralta contract.

I certify that this firm will keep all Lease and Management of 1614 Paseo de Peralta contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other party, and the disclosure is authorized and necessary to the Lease and Management of 1614 Paseo de Peralta contract. Before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City regarding the Lease and Management of 1614 Paseo de Peralta contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the Procurement Manager, at 505-955-6912 immediately in the event that Lease and Management of 1614 Paseo de Peralta contract confidential information has been or intends to be disclosed in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

Authorized Representative/Title:

Phone Number: _____ Fax Number: _____

Email Address:

Signature _____ Date _____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

APPENDIX H

LEASE AGREEMENT ACKNOWLEDGEMENT

The lease agreement (Agreement) is included is listed at <https://www.sfpublicassets.org> as “EXHIBIT E – LEASE AGREEMENT”. The City reserves the right to make minor modifications to the Agreement prior to, or during, the award process, as necessary.

Agreement Terms and Conditions:

A Offeror that objects to any of the Agreement terms and conditions, as contained in the Agreement, must propose specific alternative language for review and consideration by the City (this consideration is not a guarantee that alternative language proposed by the objecting Offeror will be accepted or included into the terms and conditions of the Agreement). Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

_____ **Accept the terms and conditions in the Agreement “as is.”**

_____ **Do not accept the terms and conditions in the Agreement and propose specific alternative language. Bidder shall provide a redline Word document with the propose specific alternative language with a brief discussion of the purpose and impact, if any, of each proposed change.**

Company Name:

Authorized Representative/Title:

Phone Number: _____

E-mail Address: _____

_____ Date: _____

Signature: