

CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

**TRAIL MAINTENANCE, CONSERVATION &
DEVELOPMENT**

RFP #'19/01/P

PROPOSAL DUE:

July 31, 2018

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD

BUILDING "H" SANTA FE,

NEW MEXICO 87505

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Attachments:

1. Non- Disclosure and Conflict of Interest Statement
2. Campaign Contribution Discloser Form
3. Sample Contract
4. Minimum Wage Ordinance

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '19/01/P

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, July 31, 2018**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

TRAIL MAINTENANCE, CONSERVATION & DEVELOPMENT

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Jessica Chavez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5701.

Shirley Rodriguez

Shirley Rodriguez, Interim Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: June 27, 2018

To be published on: July 2, 2018

Received by the Albuquerque Journal Newspaper on: June 27, 2018

To be published on: July 2, 2018

PROPOSAL SCHEDULE

RFP # '19/01/P

- | | | |
|----|--|---|
| 1. | Advertisement | July 2, 2018 |
| 2. | Issuance of RFP'S: | July 2, 2018 |
| 3. | Receipt of proposals: | July 31, 2018 at 2:00 p.m.
local prevailing time.
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711 |
| 4. | Evaluation of proposals: | August 2, 2018 |
| 5. | Interviews: | August 6, 2018 |
| 6. | Recommendation of award
to Finance Committee: | August 20, 2018 |
| 7. | Recommendation of award
to City Council: | August 29, 2018 |

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit two copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, July 31, 2018.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number: '19/01/P

Title of the proposal: **TRAIL MAINTENANCE, CONSERVATION & DEVELOPMENT**

Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretation should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given

consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

7. CITY LOCAL PREFERENCE

A state of New Mexico Taxation and Revenue Department Resident Business Certification of eligibility must be attached. If an offer is received without a copy of

the appropriate State of New Mexico Taxation and Revenue Department issued Resident Business Certificate, the preference will not be applied.

The City shall apply the following definitions and preferences:

- 1) "resident business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22, and which shows that the resident business resides within the Santa Fe municipal limits.
- 2) When the city makes a purchase using a formal bid process, the public body shall deem a bid submitted by a resident business to be 3% percent lower than the bid actually submitted. In addition, if the bid includes subcontractors who are also resident businesses, the public body shall deem a bid submitted by a resident business with resident business subcontractors to be 6% lower than the bid actually submitted. If a non-resident business hires all resident business subcontractors, the public body shall deem the bid to be 3% percent lower than the bid actually submitted.
- 3) When the city makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the city shall award an additional:
 - (a) three percent or the total weight of all the factors used in evaluating the proposals to a resident business; and
 - (b) three percent or the total weight of all the factors used in evaluating the used in evaluating the proposals to a business with all resident business subcontractors.
- 4) When the city makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the city shall award additional points equivalent to:
 - (1) three percent of the total possible points to a resident business: and
 - (2) three percent of the total possible points to a business with all resident business subcontractors.
- 5) The maximum available local preference shall be 6%.
- 6) Competitive sealed proposals valued in excess of one million dollars (\$1,000,000.00)

- (1) If the bid or proposal includes to subcontractors who are also resident business, the public body shall deem a bid or proposal submitted by a resident business to be six percent (6%) lower than the bid actually submitted, if and only if at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses.
- (2) If a non-resident business hires resident business subcontractors, the public body shall deem the bid or proposal to be three percent (3%) lower than the bid actually submitted, if and only if at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses."

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. INVOICING

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. **DEFAULT**

The City reserves the right to cancel all or any part of this order without cost to the City if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. **NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. **NON-COLLUSION**

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

SCOPE OF SERVICES '19/01/P

The Contractor shall provide the following Maintenance and Conservation Services for the City of Santa Fe, which is also be depicted in the Contractor's Work Plan (Exhibit A). This contract shall be for one (1) year with option to renew for an additional a 3 years:
Management of the Services will entitle:

- A. Manage the City of Santa Volunteer Trail Coordinator Services (the "Services") to bring community investment, through both financial contributions and citizen volunteer efforts, towards assisting the City with maintaining and developing its trails system, within the city limits.
Management of the Services will entitle:
- B. Develop an on-going plan for restoring and maintaining natural surface trails within the City of Santa Fe Trail system. Assess maintenance needs (such as trail conditions and erosion control, sign, vegetation management, etc.) to protect property and City infrastructure to best serve trail users and the general public.
Establish criteria to guide a range of volunteer project to improve city trails.
- C. Research, and make application to, prospective third-party funding sources to fund development of alternative public/private funding partnership for the City of Santa Fe trails system at their discretion.
- D. Recruit, organize and manage participating, businesses, community organizations and community members to serve as trail stewards (volunteers who provide trail maintenance, vegetation management etc.). The City may require the Contractor establish a sponsorship

and citizen-volunteer stewardship program (i.e. Adopt –A-Trail Program) at its discretion for the City’s natural and hard surface systems. All volunteers must sign waiver forms releasing the City of Santa Fe from any liability incurred due to injuries in serving as volunteers.

- E. Conduct maintenance on the City’s natural surface trails, including organizing work day events with the participation of volunteers.
- F. Providing training and education of volunteers in various trail stewardship issues such as trail design, construction, maintenance, erosion control etc. so that volunteers may acquire knowledge and skill related to sustainable trails maintenance, crew leader and safety training, first aid, relevant AASHTO requirements, right of way, liability issues, tools and mechanical resources, and alternative transportation planning.
- G. Conduct public outreach to promote the City of Santa Fe Trails System. Organize publicize and coordinate at least four community trail maintenance events per fiscal year: for example during National Bike Month in May, National Trails Day in June and National Public Lands Day in September. Participate in community events, and produce articles and public service announcements in various media sources (print, on-line, radio, social media) and pages on the Contractor’s website describing the services and highlights program activities and volunteering opportunities.

- H. Coordinate with appropriate City staff and departments such as Public Works, Parks and Recreation, Planning, Engineering, Public Safety, Risk Management etc. to ensure all actions taken to provide the Services comply with applicable City plans, policies and procedures. The Contractor will work closely with staff to coordinate stewardship activities, for example, the removal of trash and vegetation collected by volunteers during designated work days.
- I. Coordinate with City and County Staff and committees and with other private and public partners, on the collaborative development of City trails, bikeways and pedestrian routes. This will include attendance at City meetings related to trails, as appropriate (BTAC, PARC, City Council, etc.) and presentation as appropriate at neighborhood meeting and assistance on trails, bikeway and pedestrian planning for public agency staff, committee member and other partners. Work with City planners and the Metropolitan Planning Organization to maximize connectivity and efficiency in the planning and implementation of the bicycle and pedestrian master plans. Monitor and report on directional signage needs and oversee installations as appropriate.
- J. Provided monthly invoice for Services rendered to the City's designated City staff liaison regarding work performed for the previous month. Report on activities via invoice submission, presentation and web site materials.

Inspection of Work

All work must be completed to the satisfaction of the Parks Division Director, or his/her representative in accordance with City Development, any questions as to proper procedures or quality of workmanship will be resolved by same.

Damage to Property

Any damage to property as a result of the Contractor's operation shall be the sole responsibility of the Contractor. Should the damage not be rectified within the time agreed upon or to the satisfaction of the Parks Division Director, the City shall reserve the right to repair or replace that which was damaged, or assess the Contractor, such cost as may be reasonable and related to damage caused by the contractor, and deduct these costs from any payment due the Contractor. The Contractor shall inform, the Parks Division, in writing, of any damages caused by the contractor's operations within twenty-four hours after such damage occurs.

Discontinuance of Work

The City shall have the authority to suspend the work, wholly or in part by written order as the City may deem necessary due to unsuitable work, or due to failure on the part of the contractor to comply with any provisions of the contract documents. Any practice obviously hazardous, as determined by the Park Division Director, or his/her representative, shall be immediately discontinued by the contractor upon receipt of written or oral notice to discontinue such practice.

New Trail Location

New trails and location must be discussed with the Parks Division Director as well as any other Department the this information may pertain to . Marking, tagging or any other form of identification for new trail, will be in such form as to be agreeable to Contractor or City. Contractor shall coordinate an on-site meeting with the Parks Division Director or his/her representative, as well as other City Departments involved with City Developments.

SUBMITTAL REQUIREMENTS

SUBMITTAL PACKET

Five (5) copies of the proposal packet shall be submitted. The packet should be as concise as possible. The submittal should include the work team members' names and classifications for all services to be performed including sub-consultants, it will be used to evaluate the proponents' level of understanding of the described project scope and the amount of work to be performed by the prime consultant versus sub-consultants.

PROJECT SCHEDULE

The consultant shall submit a project schedule on a project assignment basis. Therefore, no schedule is required as part of the proposal package.

STATEMENT OF QUALIFICATIONS

Proposals shall provide responses to the following items to describe the consultant firm's organization, capabilities, specialties, experience and local knowledge.

Firm Data

1. Official Name of Business
2. Types of Services provided
3. Legal Form
 - a. Date of Establishment under current name
 - b. Individual, Partnership, corporation joint venture, or other former names, location, dates.
 - c. Name s, titles, professional registration, addresses of firm owner partnership or officers.
 - d. Categories in which firm is legally qualified to do business in New Mexico.
4. Firm size – State in the current number and type of regular full time employees in office or facility that would be performing the work for this project. How long have these employees been with the firm.
5. Facilities – Describe the office or facility that would be performing the work for this project. Describe field facilities and equipment available for use on this project.

Workload

Describe the firm's current workload (particularly in the office that will manage this project). Provide names, locations and client for each project. List those in your firm who are assigned to these projects that will potentially be assigned to the proposed project and the firm's capacity in these projects (i.e. subcontractor, for structural design, landscape design, etc.).

Knowledge of local Conditions

Demonstrate recent knowledge and experience with City Public Works Department, neighborhoods, local boards and commissions, community awareness, historic sensitivity, local design practices, local construction methods, conditions and seasonal requirements.

Experience

Discuss recent experience of the firm and project team on projects similar to this project. List particular projects, their completion dates in comparison to original schedule, cost vs budget, owner/client, and references (including telephone numbers). Include photos of the completed projects. Describe your firm's expertise and familiarity with procedural and regulatory requirements on these kinds of projects. If the proposing Consultant is going to use other consulting firms to accomplish parts of the work, list the firm's location, the licensed professional at the firm who would be responsible for the work and their areas of expertise.

Associations

The City of Santa Fe desires to contract with only one (1) principal firm for this project; however, the use of specialty firms is recognized.

RESUME

For sake of uniformity, submit the resume of key members of the project team, including subcontractors, for Tree Care Service, Project Management and Safety Standards using the following format:

- Name and Title
- Specialized Professional Competence
- Current Responsibilities
- Representative Project Assignment with Firm
- Representative Project Assignments for Other Identified Employers
- Professional Background Education

PROPOSAL FORM

For uniformity of review and evaluation of proposals, use the following format in preparing your proposal:

- A.** Table of Content
- B.** Detailed Work Plan Based on Scope of Work including quality Assurance Plan
- C.** Statement of qualifications (Firm data, Work load, Knowledge of local conditions, Experience including past experiences on similar projects, Project team Description and Organizational Chart, Associations)
- D.** Errors and Omissions Insurance Certificate
- E.** Resume
- F.** Any additional Pertinent Information
- G.** Unit Wage Schedule

The smallest acceptable pitch is 12 point with nominal 1" margins and normal line spacing. Additional information, resumes, and fee proposal pages are limited. However, bear in mind that there is a practical limit to how much material selection team members can review in a limited time. Label each item clearly.

**NOTE: PROPOSALS NOT CONFORMING TO THE SUBMITTAL REQUIREMENTS
MAY BE CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.**

**EVALUATION CRITERIA
&
WEIGHTED VALUES**

RFP # _____

PROJECT: Trail Maintenance, Conservation & Development

NAME OF CONSULTANT FIRM _____

EVALUATION CRITERIA

The consultant selection will be based upon evaluation of the proposal and the consultant firm relative to the evaluation criteria.

Proposal Component	Weighted Value	Evaluation Points (1 = Low, 10 = High)	Total Score	Max Score
Past Experience and Expertise/References: Description of past project management experience in the Maintenance, Conservation and Development of Trails?	20			200
Project Understanding and Approach: Does the company have a sufficient comprehension of project assignments and a flexible approach to project constraints in reference to staffing availability, scheduling, funding and safety?	20			200
Experience, Training, Education and Certifications: Education and Experience of the project team and the firm. Do the qualifications of the team relate to the specific technical needs of the project assignments? What type of training, education and certifications do they maintain?	20			200

Knowledge of Local Conditions: How familiar is the staff with the local neighborhood issues, local design, environmental practices and City of Santa Fe Code requirements.	10			100
Quality Assurance : Consider the proponents' quality control as related to the schedule compliance, cost controls, and plan verification.	10			100
Quality of Proposal: Is the proponent's knowledge and ability to provide Services clearly and concisely conveyed? Is all the information readily available and present?	10			100
Resource Availability: Consider the work load of the firm and of the proposed staffing/ volunteer personnel. Are adequate volunteer personnel and equipment proposed?	10			100
Total Score	100			1000
Multiply the Total Score by factor of 1.10 if the company has an approved local preference certification form included with proposal.				

Please do not minimize the importance an adequate response in any area.

SELECTION COMMITTEE EVALUATOR

Signature _____ Date _____

Printed Name _____

Department & Division _____

EVALUATION COMMITTEE MEMBERS

The Committee may consist of representatives from the following departments:

1. Finance Department
 - Purchasing Division
2. Parks & Recreation Department
 - Parks Division

At its discretion, the City reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

Interviews, at the option of the City, will be scheduled for the top three rated firms, if deemed necessary. They will consist of a 20 –minute presentation by the Proponent, and a 30-minute question and answer period.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

**CITY OF SANTA FE (CSF)
NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT**

REQUEST FOR PROPOSAL # _____

EVALUATOR NAME: _____

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

I, _____, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by commitments contained herein.

I am acting at the request of CSF as a participant in the evaluation of *offers/proposals* received in response to the *Request for Offers! Request for Proposals*, entitled and/ or numbered. I am acting of my own accord and not acting under duress. I am not currently employed by, nor am I receiving any compensation from, nor have I been the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with any *offer/proposal* or involved *Offeror/Proposer* in return for favorable consideration. I have no preconceived position on the relative merits of any of the *offers/proposals* nor have I established a personal preference or position on the worth or standing of any *Offeror/Proposer* participating in this action. CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts, including, but not limited to contracts for professional services, agreements with consultants and Purchase Orders.

I hereby certify that to the best of my knowledge and belief, no conflict of interest exists that may diminish my capacity to perform an impartial, technically sound, objective review of this proposal(s) or otherwise result in a biased opinion or unfair competitive advantage. I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any *offer/proposal* to anyone other than the team leader or other evaluation team members. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, reproduction of any part or any portion of any *offer/proposal*, or removal of same from designated areas without prior authorization from the evaluation team leader. I agree to perform any and all evaluations of said *offers/proposals* in an unbiased manner, to the best of my ability, and with the best interest of CSF paramount in all decisions.

I agree to return to CSF Purchasing Department all copies of proposals, as well as any abstracts, upon completion of the evaluation.

SIGNATURE AND DATE:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a 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 or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM 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 either 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 spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"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.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

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

REQUEST FOR PROPOSALS ONLY
CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and _____ (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following Maintenance and Conservation Services for the City of Santa Fe, which is also be depicted in the Contractor's Work Plan (Exhibit "A" attached hereto and incorporated herein):

A. Management of the City of Santa Fe Volunteer Trail Coordinator Services (the "Services") to bring community investment, through both financial contributions and citizen volunteer efforts, towards assisting the City with maintaining and developing its trails system, within the city limits.

B. Develop an on-going plan for restoring and maintaining natural surface trails within the City of Santa Fe Trail system. Assess maintenance needs (such as trail conditions and erosion control, sign, vegetation management, etc.) to protect property and City infrastructure to best serve trail users and the general public. Establish criteria to guide a range of volunteer project to improve city trails. Research, and make application to, prospective third-party funding sources to fund development of alternative public/private funding partnership for the City of Santa Fe trails system at their discretion.

C. Recruit, organize and manage participating, businesses, community organizations and community members to serve as trail stewards (volunteers who provide trail maintenance, vegetation management etc.). The City may require the Contractor establish a sponsorship and citizen-volunteer stewardship program (i.e. Adopt –A-Trail Program) at its discretion for the City’s natural and hard surface systems. All volunteers must sign waiver forms releasing the City of Santa Fe from any liability incurred due to injuries in serving as volunteers.

D. Conduct maintenance on the City’s natural surface trails, including organizing work day events with the participation of volunteers.

E. Providing training and education of volunteers in various trail stewardship issues such as trail design, construction, maintenance, erosion control etc. so that volunteers may acquire knowledge and skill related to sustainable trails maintenance, crew leader and safety training, first aid, relevant AASHTO requirements, right of way, liability issues, tools and mechanical resources, and alternative transportation planning.

F. Conduct public outreach to promote the City of Santa Fe Trails System. Organize publicize and coordinate at least four community trail maintenance events per fiscal year: for example during National Bike Month in May, National Trails Day in June and National Public Lands Day in September. Participate in community events, and produce articles and public service announcements in various media sources (print, on-line, radio, social media) and pages on the Contractor’s website describing the services and highlights program activities and volunteering opportunities.

G. Coordinate with appropriate City staff and departments such as Public Works, Parks and Recreation, Planning, Engineering, Public Safety, Risk Management etc. to ensure all actions taken to provide the Services comply with applicable City plans, policies and procedures. The Contractor will work closely with staff to coordinate stewardship activities, for example, the removal of trash and vegetation collected by volunteers during designated work days.

H. Coordinate with City and County Staff and committees and with other private and public partners, on the collaborative development of City trails, bikeways and pedestrian routes. This shall include attendance at City meetings related to trails, as appropriate (BTAC, PARC, City Council, etc.) and presentation as appropriate at neighborhood meeting and assistance on trails, bikeway and pedestrian planning for public agency staff, committee member and other partners. Work with City planners and the Metropolitan Planning Organization to maximize connectivity and efficiency in the planning and implementation of the bicycle and pedestrian master plans. Monitor and report on directional signage needs and oversee installations as appropriate.

I. Provided monthly invoice for Services rendered to the City's designated City staff liaison regarding work performed for the previous month. Report on activities via invoice submission, presentation and web site materials.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed _____ dollars (\$ _____), plus/inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement is for one (1) year with option to renew for an additional three (3) years, shall not exceed four (4) years and shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on _____,

unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor

in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor and the City, upon acceptance of final payment of the

amount due under this Agreement, releases each other, their officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of

insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and

nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Parks Division
1142 Siler Rd.
Santa Fe, NM 87504-0909

Contractor:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

CITY MANAGER

NAME & TITLE

DATE: _____

DATE: _____

CRS# _____
City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 6/15

CITY ATTORNEY

APPROVED:

FINANCE DIRECTOR

Business Unit Line Item






City of Santa Fe Living Wage Ordinance







PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2018 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$11.40 PER HOUR

Santa Fe's Living Wage

-  The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
-  The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
-  All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

-  The City to all full-time permanent workers employed by the City;
-  Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
-  Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
-  Businesses required to have a business license or registration from the City; and
-  Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
-  For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.