

Solicitation: Request for Proposals

RFP Solicitation #: '19/37/P



Date Issued: 04/21/2019

1

TABLE OF CONTENTS

RFP Sections	Page Number
Solicitation: Request for Proposals	2
Solicitation Schedule	5
1. Project Overview	7
2. The Project	9
3. Scope of Work	14
4. Submission Package Documentation	17
5. Selection Criteria and Process	20
6. Submission Requirements and Information	24
7. City Procurement Standards	27
Exhibits	
A. Site Area and Plans	30
B. Professional Services Contract	33
C. The Living Wage Ordinance	42
D. Non-Disclosure & Conflict of Interest Statement	48
E. Campaign Contribution Form	50

REQUEST FOR PROPOSALS

This is a Solicitation issued by the City of Santa Fe (“City”).

This Solicitation is for the purpose of procuring professional services for:

Solicitation Name: Real Estate Development Economic Analysis and Urban Planning
 (“Solicitation”)

Solicitation Number: ‘19/37/P (“Solicitation Number”)

Responses to this Solicitation (“Proposal”, “Submission Packages”) shall be delivered to the following address:

City of Santa Fe, Purchasing Office, 200 Lincoln Avenue Room 122 Santa Fe, NM 87501

Submission Packages shall be delivered in accordance with the following Submission Deadline. Any Submission Packages received after the Submission Deadline will not be considered.

Submission Deadline: May 21, 2019, 2:00 p.m. Mountain Standard Time (“Submission Deadline”)

Respondents to this Solicitation (“Respondent” or “Respondents”) acknowledge all applicable Federal Laws, State Laws, Municipal Ordinances, and rules and regulations of authorities, having jurisdiction over this Solicitation, procurement, and contract terms.

Respondents to this Solicitation are required to register on the City’s website: <https://www.santafenm.gov/notifications>. The City will make best faith efforts to notify all interested Respondents that have registered on the City’s website regarding amendments or addenda in connection to this Solicitation. However, the City is not responsible for ensuring receipt of said notifications. Respondents are responsible for ensuring that they receive all amendments and addenda.

Respondents to this Solicitation acknowledge and understand that all costs associated with the preparation of the Submission Package are to be borne by the Respondent and the submission of such Submission Packages in no way obligates the City to any Respondent.

Respondents are advised that the contents of this Solicitation, as may be amended, and the successful Respondent’s Submission Package, as submitted or negotiated, will be incorporated into the contract between the successful Respondent and the City.

The City of Santa Fe is an Equal Opportunity Employer and all qualified respondents to this Solicitation will receive consideration without regard to race, color, religion, sex, sexual orientation or national origin. Successful Respondents to this Solicitation agree that they are required to conform to the Equal Opportunity Employment regulations.

This Solicitation may be canceled, or any and all responses to this Solicitation may be rejected in whole or in part, whenever the City determines it is in the best interest of the City. Submission Packages may be held for sixty (60) days at the City's discretion. All Submission Packages and associated work products submitted by the Respondent in response to this Solicitation become the property of the City. No Submission Packages will be returned to Respondents.

Shirley Rodriguez, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 04/16/19

To be published on: 04/22/19

Received by the Albuquerque Journal Newspaper on: 04/16/19

To be published on: 04/22/19

SOLICITATION SCHEDULE

Solicitation # '19/37/P

TASK	DATE
1. Advertisement	April 22, 2019
2. Issuance of Solicitation (RFP/RFO)	April 22, 2019
3. Pre-Proposal Conference	April 29, 2019 1:00p.m. MST City of Santa Fe Offices 500 Market Place Suite 200 Santa Fe, New Mexico 87501 (505) 955-6334
4. Registration Period https://www.santafenm.gov/notifications	April 22 - May 21, 2019
5. Request for Clarification Period	April 22 - May 7, 2019
6. Proposal Submission Deadline	May 21, 2019, 2:00p.m. MST
7. Proposal Submission Location	City of Santa Fe Purchasing Office 200 Lincoln Avenue Room 122 Santa Fe, NM 87501 (505) 955-5701
8. Proposal Review and Evaluation	May 21 - May 31, 2019
9. City Request for Clarification (at City discretion)	May 21 - May 31, 2019
10. Notify Respondent Finalists	May 31, 2019
11. Finalist Interviews (at City discretion)	June 10 - 14, 2019
12. Professional Services Agreement (City recommendation and approval)	June 17 - 21, 2019
13. Recommendation of Award (City Council Finance Committee approval)	July 10, 2019
14. Recommendation of Award (full City Council approval)	July 31, 2019

The dates provided in the Solicitation Schedule and are subject to change. Interested Respondents are encouraged to refer regularly to the City's website for amendments and updates to the Solicitation Schedule: <https://www.santafenm.gov/notifications> . Furthermore, dates for approvals by the City Council Finance Committee and full City Council are subject to change pursuant to the applicable Open Meetings Act.

1. PROJECT OVERVIEW

1.A PROJECT INTRODUCTION

The City of Santa Fe (“City”, “Client”) is issuing this Request for Proposals (“RFP”) to urban planning firms and economic analysis firms (“Planning Team”, “Respondent”), with the objective of procuring a single qualified Planning Team, i.e. a single Respondent. The Planning Team must have the capacity in economic analysis and urban planning on large-scale, public/private partnership, real estate development projects to analyze, advise, and participate in creating a feasible and implementable development framework for the redevelopment of the Midtown Property in Santa Fe, New Mexico.

The City is considering various options for the disposition and development of the Midtown Property, a 64.22-acre site (“Midtown Property”, “Site”) with approximately 32 existing buildings that have strong reuse potential, and significant open space that present viable opportunities for new residential and mixed-use development. The Midtown Property presents an unprecedented public/private opportunity to address the City’s equitable and sustainable development objectives, primarily because of: (1) the property’s prime central midtown location within the Midtown LINC District, an Opportunity Zone; (2) some of the existing buildings are ready for adaptive reuse; and, (3) a high level of private interest in developing and leasing parcels at the Site.

1.B PROJECT VISION

Informed by a community engagement process, in the summer of 2018, the City’s Governing Body approved the Planning Guidelines for the City’s Midtown Property (“Planning Guidelines”). The Planning Guidelines set forth the strategic priorities and guidance for the development of the Midtown Property. The vision as expressed in the Planning Guidelines is:

“Over time, our community aspires for the Midtown LINC to be an essential hub of Santa Fe reflecting the city’s heritage and culture where all residents are invited to live, work, play, and learn. We want the Midtown Property to become the most creative location in the U.S. where a wide diversity of people interact and collaborate to find their passions; build their skills for a great career; live in a thriving, vibrant neighborhood and city; and create a great future for our community, region and beyond.”

The City envisions a vibrant, people-oriented, new mixed-use district with a variety of uses including - residential, higher education, film and media, arts and culture, and programmed open spaces, with a vision for entrepreneurship, creativity and innovation, and job

development and training. Once used as an arts and design university campus, there are existing buildings that present opportunities to continue creative uses in the arts, film and video, as well as higher-education, and sports and recreation. For example, the property includes the Greer Garson Studios, three fully functioning soundstages regularly leased for film and tv production; The Screen movie theater; the Greer Garson Theater, a 500 seat performing arts theater; Fogelson Library, expansive library with opportunity for additions like maker space and computer labs; and the iconic Visual Arts center designed by Ricardo Legorreta as educational spaces for art and design.

The campus also includes parcels for the development of residential and dynamic mixed-use neighborhoods with programmed open space. The Site is a generational opportunity with exceptional real estate development and community and economic development potential. However, currently, it also places significant demand on limited city resources – property maintenance and asset management obligations. Therefore, the City is focused on ensuring a cost and time efficient process to maximize the development opportunities through public/private partnerships and minimize cost and risk associated with property and asset management.

2. THE PROJECT

2.A PROJECT SNAPSHOT

<i>Name:</i>	Midtown Property
<i>Address:</i>	1600 Saint Michael's Drive, Santa Fe, NM
<i>Acreage:</i>	64.222 acres
<i>No. of Buildings:</i>	32 (approximately)
<i>Building Area:</i>	498,384 (approximately) / 1-3 stories
<i>Zoning:</i>	Midtown LINC Overlay District
<i>Incentive Area:</i>	Opportunity Zone (100% of area)
<i>Development Type:</i>	Previous: Higher Education Proposed: Mixed-Use

See **Exhibit A: SITE AND AREA PLANS**

2.B PROJECT CONTEXT WITHIN SURROUNDING AREA

The Midtown Property is geographically located within the center of the City of Santa Fe and is approximately five miles from the beautiful historic center that attracts visitors from all over the world. The Midtown Property is also located within the center of the Local Innovation Corridor District (Midtown LINC District) – a zoning overlay district that establishes permitted uses, definitions, standards, and incentives for qualifying projects within the district.

The Midtown LINC District is a major commercial corridor that extends through the geographic center of the city and consists of approximately 372.8 acres, amounting to approximately 1.1% of the 33,601 acres of land within the city limits. The overlay area contains 161 individual properties, amounting to approximately 0.45% of the 35,580 parcels of land within the city. Generally, incentives for development of properties in the Midtown LINC District are created through use intensification, compact smart growth planning, form-based zoning, as well as a variety of fee waivers for qualifying residential and commercial development projects defined in the Midtown LINC District ordinance.

The Midtown LINC District zoning overlay creates standards to:

- Strengthen and animate the built environment and the business and population links within the demographic and geographic center of the City between the existing employment centers of the Santa Fe University of Art and Design (and surrounding uses to the west) and the Christus St. Vincent Regional Medical Center (and related medical uses to the east);

- Incentivize multi-family residential development, complementary non-residential uses, and an enlivened, street-oriented pedestrian environment by freeing development capacity of existing under-developed land and buildings for these targeted uses, while allowing existing uses to continue as redevelopment occurs;
- Allow for innovative development and redevelopment of the district while providing buffering between the district and existing residential development outside of the district by the application of amended land development regulations and fees and by establishing conditions precedent for future infrastructure enhancements and the application of other redevelopment and financing tools;
- Promote a more healthy, safe, and enjoyable environment within the city's midtown area through the enhancement of pedestrian and bicycle accessibility and safety, landscaping and other street-related amenities and the eventual reduction of traffic speeds and provision of on-street parking, bicycle lanes, and improved crosswalks; and, Provide flexibility in sign design and location so as to maintain effective communication, business identification and way-finding for existing buildings whose visibility may be reduced by new development.

The Midtown LINC District is a critical component on the City's economic and community development strategy, and the Midtown Property is of immense significance because the City owns and controls the Site, which provides a unique opportunity for the City to set the stage for, and steward, the type of development that achieves the community's vision as expressed and documented in the Planning Guidelines for the City's Midtown Property, approved by the Governing Body in the summer of 2018.

The property's prime midtown location, the existing buildings ready for adaptive reuse, and the high level of private interest in developing and leasing property make the Midtown Campus a powerful opportunity for the City to repurpose a true gem in a way that positively impacts education, housing, economic development, healthcare, entertainment, social equity, government services, and overall quality of life in the communities of Santa Fe.

For more information on the Midtown LINC District:

Midtown LINC Summary Presentation_1-19-17.pdf
https://www.santafenm.gov/document_center/document/7716

Full_Packet_Midtown_LINC_Overlay_8-31-16.pdf
https://www.santafenm.gov/document_center/document/5399

See Exhibit A: SITE AND AREA PLANS

2.C MIDTOWN PROPERTY BACKGROUND

The Midtown Property has a long history as an academic campus for higher education institutions. It has served as the campus for St. Michael's College, College of Santa Fe, and most recently for the Santa Fe University of Art and Design (SFAUD). The City of Santa Fe acquired the property in 2009 with the intention of maintaining the SFAUD higher education uses at the property, while recognizing the potential for capitalizing on the economic, educational, and cultural benefits that the property and uses could generate.

The purchase and previous lease arrangements for the Site are generally summarized, as follows:

- a. The City issued a \$29.615 million bond to finance the purchase in 2009.
- b. The City entered into Lease and payment terms with Laureate Education for an amount equal to the annual bond debt obligation, which ensured that the City did not directly spend funds from the city's general fund to pay bond repayment fees or other operating expenses until January 2018.
- c. In January 2018, Laureate Education notified the City that it was considering a mid-year termination of the then existing operations of the Santa Fe University and of Art & Design, the brand name for Laureate's operations on the Midtown Property.
- d. The City and Laureate negotiated lease terms, which allowed the operations to conclude at the end of the academic year. The lease terms reduced the property area that Laureate was using and winding down facilities and program operations by June 2018.
- e. The City assumed complete property and asset management responsibilities and site control in July 2018.

Upon taking possession of the Midtown Property, and with the notification that the higher education institution use was terminating operations, City staff prepared to assume responsibility for deeper property and asset management responsibilities with the goal of redeveloping the property to achieve short and long term economic and community development objectives. For the first time in the City's ownership of the property, the City is now responsible for the costs of maintenance and management that have in the past been covered by previous owners or leaseholders.

In response to these events and recognizing the site's potential, the City undertook a community engagement process to inform programming, planning, and development approaches and guidelines for the future reuse of the site. This community engagement process led to the approval of the Planning Guidelines for the City's Midtown Property in the summer of 2018.

For more information on the Midtown Property and access to the Planning Guidelines:

City of Santa Fe: Office of Economic Development – Midtown Campus Project
https://www.santafenm.gov/midtown_campus_project

2.D ASSET MANAGEMENT

The City is focused on protecting the Midtown Property investment so that the long-term potential of the Site can be realized – both in financial return for the taxpayer and in realized benefits to the community. As the City assumed asset and property responsibilities, deferred maintenance and a range of security, vandalism, and maintenance issues have become concerns and are being addressed.

Four key asset management strategies have been developed that provide a path for moving forward to maximize the potential of the site:

1. Containing and Reducing Costs

- Decommissioning or demolishing existing buildings that present unnecessary maintenance costs, nuisance, and critical safety or security issues.
- Refinancing the debt to (a) reduce the annual payment by extending the loan term; (b) establish the ability to call the loan debt in part of whole annually over the next ten years to allow for phased site disposition and development.

2. Stabilizing Existing Improvements

- Securing and mothballing existing buildings so that they are in adequate condition for new uses and operators to be procured through a request for proposal process.

Identifying existing buildings for reuse and rehabilitation that will be considered in future development or lease proposals.

3. Property Management

- Establishing city staffing to increase property management capacity.
- Procuring property maintenance and security capacity.

4. Real Estate Planning and Development

- Planning and preparing the site for redevelopment. Procure a real estate development advisory consultant in program management (completed – see Proyecto under Project Team); and, an economic analysis and urban planning team in Q1 2019 (the purpose of this RFP).
- Initiating the public/private partnerships through a formal RFP process. Issue a formal request for proposals from developers in Q2 2019. The RFP process will provide ways for interested developers and operators to submit formal and detailed proposals for the disposition and development of the Site or parcels at the Midtown Property to meet economic and community development objectives.

2.E PROJECT TEAM

The Office of Economic Development is leading the planning and development effort, and working in close collaboration with other city departments listed below. The Public Works Departments is leading the asset and property management efforts.

The City has established a City Staff Task Force that includes the Directors of the following important City Departments and elected officials:

Core Staff and Proyecto meet bi-weekly

- Economic Development
- Public Works
- Land Use
- City Manager
- Finance
- *Program Manager (Proyecto)

Staff and Elected Officials participate monthly

- City Attorney
- Mayor
- Councilors (Districts 1 and 4)

The Task Force meets regularly to provide project updates, problem solve, and make informed decisions, as well as advise and make recommendations to the Mayor and elected officials.

Proyecto. The Office of Economic Development has procured an experienced program management firm, Proyecto, which is managing the real estate planning and development process, and reports directly to the Director of the Office of Economic Development and the Mayor of the City of Santa Fe. The selected Economic Analysis and Urban Planning team will report directly to Proyecto.

3. SCOPE OF WORK

3.A PLANNING TEAM

The Economic Analysis and Urban Planning Team (“Planning Team”) shall include experienced practitioners in the following skill areas on similar large-scale development projects:

Economic Analysis

- Fiscal and Economic Analysis and Yield Evaluation
- Land Valuation Analysis and Financial Modeling
- Public Financing and Public Policy Analysis / Impact Fee Analysis
- Disposition and Development RFP Evaluation

Urban Planning

- Urban Planning and Design
- Land Use
- Redevelopment Planning and Revitalization/Activation Strategies
- Disposition and Development RFP Evaluation

The Planning Team shall work collaboratively together to ensure an integrated approach to developing a viable, feasible, and desirable development framework for the Midtown Property. The Planning Team is expected to provide professional services and a project management approach to the Scope of Work so that Projecto and the City Staff Task Force are informed and advised, and as a full team, make smart decisions and recommendations for the disposition and development of the Midtown Property through a public/private partnership structure.

3.B SCOPE OF WORK – OVERVIEW

The Scope of Work has been outlined as Scope A and Scope B, with the intention that tasks outlined in Scope A will be undertaken prior to, and inform, Scope B. See **Scope of Work Schedule** for further information.

ECONOMIC ANALYSIS

Fiscal and Economic Analysis and Yield Evaluation (*SCOPE A*)

- Develop financial analysis tools for evaluating economic consequences of proposed development, and financial and economic projections, including projected revenues generated to reduce city financial obligations, as development is phased.

- Analyze local and regional economic development impacts and projections, such as job and wage generation from proposed development.

Land Valuation Analysis and Financial Modeling (*SCOPE A*)

- Model fiscal revenues over projected phased development period.
- Analyze projected yields and break-even benchmarks, and identify development strategies and priorities to reduce and eliminate city budgets demands to cover asset and property management costs.
- Fee Analysis to determine appropriate share of public infrastructure or facilities that new development should help finance.

Public Financing and Public Policy Analysis / Impact Fee Analysis (*SCOPE A*)

- Advise on the structure of financial and other socially responsible public policies that address equity, affordability, and anti-displacement development strategies.
- Perform general cost/benefit analysis of the proposed disposition and development strategy versus other disposition approaches to achieve long-term municipal and community benefits.
- Analyze local demographic and economic factors, particularly of low- and moderate income- households, to identify policies and programs for stabilizing and strengthening the social, physical and economic health of the community. For example, identify service gaps, e.g. housing counseling; legal counseling; job training and placement; business development programs; as well as access to opportunity, e.g. housing affordability, commercial space affordability, business incubation, or other policies and programs to achieve community development objectives.

Public Financing and Public Policy Analysis / Impact Fee Analysis (*SCOPE B*)

- Analyze public financing techniques such as assessment districts, special taxes and progressive tax structures, and redevelopment tax increment, to determine pros and cons of these funding techniques, as well as their funding potential for special purpose development entities, such as redevelopment authorities, special districts, municipalities, and/or developers, that may or may not be available for the City of Santa Fe, to finance development activities.

Disposition and Development RFP Evaluation (*SCOPE B*)

- Advise on marketing the Site and development potential, and recommend terms for disposition and development agreements.

URBAN PLANNING

Redevelopment Planning and Revitalization/Activation Strategies (*SCOPE A*)

- Establish a development framework for the Site (not a master plan), with the potential for phasing the disposition and development of the Site and parcels.
- Identify and design (concept design) the major infrastructure and circulation networks within the Site and to the surrounding district and neighborhoods, as well as create parcels for disposition and development.
- Identify and design (concept design) public realm areas for programmed events and activities.

Sustainable Planning & Design Guidelines (*SCOPE A*)

- Develop general sustainable development guidelines specific to the Site, with a particular focus on water management and district energy.
- Develop general urban planning and design guidelines for the design and development of the Site and parcels.

Land Use (*SCOPE B*)

- Analyze and advise on any amendments of existing Midtown LINC District zoning overlay specific to the Site.

Disposition and Development RFP Evaluation (*SCOPE B*)

- Advise on RFP responses to create a comprehensive urban planning and design approach.

3.C SCOPE OF WORK SCHEDULE

An initial activity with the selected Planning Team will be to develop a project management schedule for the Scope of Work to align it with the RFP disposition and development schedule and process.

The Scope of Work has been outlined as Scope A and Scope B, with the intention of phasing the Scope of Work to meet priority actions related to the proposed public/private partnership process for the disposition and development of the Midtown Property.

The City anticipates issuing an RFP to qualified developers or operators/lessors in Q2 2019 with selections in Q3 2019, which may be phased. Therefore, the Planning Team should be ready to commence work on Scope A in Q2 2019 upon a Notice to Proceed to be issued by the City. The term for the Scope of Work is eight to ten months and to conclude no later than the end of Q1 2020. (Note: these general benchmarks are estimates.)

3.D SCOPE OF WORK FEE

The Scope of Work has been outlined as Scope A and Scope B, with the intention of phasing the Scope of Work to meet priority actions related to the proposed public/private partnership process for the disposition and development of the Midtown Property.

The City anticipates embarking on Scope A upon a Notice to Proceed to be issued by the City. Scope B will be informed by Scope A deliverables. Therefore, the Respondents should provide a proposed fee structure for Scope A.

4. SUBMISSION PACKAGE DOCUMENTATION

Each Respondent must submit the forms and supporting documentation described below. Each copy of the Submission Package must be tabbed as indicated below, with tabs running down the right-hand side of the binder. Submission Packages that are incomplete or not in conformance with the requirements of this Request may be eliminated from further consideration.

TAB A: TITLE PAGE

The Respondent shall include the following information on the outside of the Submission Package binder.

Project Name:

Midtown Property

Proposal Name:

Economic Analysis and Urban Planning

Solicitation Number:

RFP '19/37/P

Submitted To:

City of Santa Fe
Purchasing Office
200 Lincoln Avenue Room 122
Santa Fe, NM 87501

Respondent:

Lead Firm Name
Address

Date Submitted:

XX/XX/2019

TAB B: COVER LETTER

The Respondent serving as the lead member of the proposed Consulting Team shall submit a cover letter containing the following information and signed by an authorized principal for the Planning Team:

- i. **Statement of Interest** in working on the Project.
- ii. **Readiness and Capacity** (technical, staff, financial) to mobilize and undertake Scope of Work.
- iii. **Approach to the Scope of Work** should include the following information:
 - An understanding of, and methods for, achieving the City’s community and economic development objectives, as described in the Planning Guidelines for the Midtown Property;
 - Approach for ensuring socially and environmentally responsible practices are incorporated into economic analysis and urban planning, including equitable, affordable, and anti-displacement strategies;
 - Strategies for effective collaboration, project management, and efficiencies in time and resource expenditure.

TAB C: EXPERIENCE AND REFERENCES

The Respondent shall submit materials demonstrating experience with similar projects and scopes of work. Please provide sufficient information about the similar project, the firm’s responsibilities, size and scope of project, references for purposes of determining previous record of performance, and photographic images, if available.

TAB D: TEAM COMPOSITION AND ORGANIZATION

The Respondent shall propose the composition of the Planning Team that will undertake the Scope of Work, and an organizational chart showing principals, project managers, decision-makers, etc.

TAB E: RÉSUMÉS

Respondents are to provide resumes of the key Planning Team members that will be dedicated to the Project and evidence of technical capacity.

TAB F: DISADVANTAGED BUSINESS ENTERPRISE

The City is affirmatively committed to diversity at all levels of community and economic development. The Respondent shall indicate any members of the Consulting Team with one or more of the following local business or other business enterprise certifications, and in what jurisdiction or agency they are certified:

- Minority Business Enterprise
- Women Business Enterprise

- Small Business Enterprise
- Disadvantaged Business Enterprise
- Local Business Enterprise

TAB G: CITY LOCAL PREFERENCE

For information regarding City Local Preference, see Section 5: Selection Criteria.

TAB H: PROPOSED FEE STRUCTURE

The Respondent shall submit a Fee proposal for Scope A. A Fee proposal for Scope B is not required as part of this Submission Package.

The Respondent shall provide hourly rates and titles for the Planning Team members.

5. SELECTION CRITERIA AND PROCESS

5.A SELECTION CRITERIA

Respondents that submit a complete Submission Package will be comprehensively evaluated and rated according to the competitive Selection Criteria below. Respondents will be chosen from among the highest rated Submission Package and based on the following point based criteria:

CRITERIA	POINTS	EXPLANATION
Experience	10	Awarded on the basis of prior recent experience on similar projects and contexts, as well as similar scopes of work
	10	Awarded on the basis of practical knowledge of local and regional real estate development economics and planning
Capacity	15	Awarded on the basis of readiness to commence and complete the Scope of Work; and, record of past performance as provided by previous clients or entities associated with the projects listed in the Experience section
Composition	15	Awarded on the basis of the composition and organizational structure to effectively manage and efficiently undertake the Scope of Work
Approach	10	Awarded on the basis of the approach to the Scope of Work to achieve the City's fiscal and economic and community development objectives, including the Planning Guidelines for the City's Midtown Property
	10	Awarded on the basis of the approach to the Scope of Work to include socially and environmentally responsible economics and planning, including equitable, affordable, and anti-displacement development methods
Fee	15	Awarded based on the most time efficient and cost effective Fee proposal
Interview/References	15	Quality of Presentation, Past Work, and References (Interview of selected finalists at City's discretion)
TOTAL	100	

5.B EVALUATION COMMITTEE

The City, at its discretion, shall establish an Evaluation Committee to review Submissions to this Solicitation. The Evaluation Committee shall consist of city staff officials, primarily from the Economic Development Division, with staff from other relevant Divisions, as may be determined, to bring the necessary expertise in the evaluation process, as follows:

Economic Development Division:	Director and 2 staff members
Planning Division:	Director and 1 staff member
Office of Affordable Housing	Director and 1 staff person

The City reserves the right to determine and/or alter the membership and number of members of the committee.

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

If interviews are conducted for the top 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.

5.C CITY LOCAL PREFERENCE

A State of New Mexico Taxation and Revenue Department Resident Business Certification of eligibility must be attached to the proposal, offer, or contract. If a proposal, offer, or contract 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:

- i. "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.
- ii. 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.
- iii. 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:
 1. three percent (3%) or the total weight of all the factors used in evaluating

- the proposals to a resident business; and,
- 2. three percent (3%) 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.
- iv. 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 (3%) of the total possible points to a resident business: and,
 - 2. three percent (3%) of the total possible points to a business with all resident business subcontractors.
- v. The maximum available local preference shall be six percent (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."

5.D INTERVIEW

The City may decide to interview up to three finalist Respondents. However, the City may select the successful Respondent, and award contracts, without such interviews.

The primary purpose of the interview is to more fully understand the Respondent's Submission Package. The City may issue a written Request for Information ("RFI") regarding certain elements of the Submission Package prior to the interview, but the City is not obligated to do so. No Respondent has any rights against the City arising from any such RFI or invitation to an interview, or from any negotiations that may arise pursuant to the RFI or interview.

Respondents must comply with all RFIs in a timely manner, and, if requested by the City, to appear for interview(s) or presentation(s). If any Respondent fails to do, the City may deem this as a failure and act of non-compliance with the Selection Criteria and Process, which will permit the City to select another Respondent or to solicit new responses.

5.E REFERENCES

A Submission Package in response to this Solicitation constitutes permission from the Respondent for the City to make inquiries concerning the Respondent, as the City deems

necessary to evaluate the Respondent's experience and other criteria set forth in the Selection Criteria. The City may communicate with any of the References, but the City is not obligated to do so.

5.F NO ADVERSE FINDINGS

A Submission Package may be rejected at any time during or after the evaluation process if there are any adverse findings regarding the Respondent, any entity or individual associated with the Respondent, or any property owned and/or managed by the Respondent.

In furtherance and not in limitation of the foregoing, before a final selection is made, the City may require the Respondent to provide more detailed information concerning the professional background of those persons who own and manage such Respondent, a report on the financial background of such Respondent, and information concerning the nature and status of any past or pending threatened charges or actions (including lawsuits, criminal or disciplinary actions, administrative proceedings by any governmental or regulatory agency or bankruptcy action) against such Respondent or any of its partners, directors, officers, employees, shareholders, subsidiaries, or affiliates, as the case may be.

5.G METHOD OF AWARD

The contract is to be awarded to the successful Respondent based on the Selection Criteria rating system and at the discretion and consideration of the governing body of the City.

5.H SELECTION

Submission Packages will be evaluated to determine the best overall response to this Solicitation, highest quality experience, the most efficient and effective capacity, composition and organizational structure, commitment to the goals and objectives of the Project, the fee competitiveness, and which is the most advantageous to the Project and City, as determined by the City.

6. SUBMISSION REQUIREMENTS AND INFORMATION

6.A SUBMISSION REQUIREMENTS

RFP Submission Packages will be addressed, as follows:

Submitted To:

City of Santa Fe
Purchasing Office
200 Lincoln Avenue Room 122
Santa Fe, New Mexico 87501

Proposal Name:

Economic Analysis and Urban Planning

Solicitation Number:

RFP '19/37/P

Respondent:

Lead Firm Name
Address

The Submission Deadline is no later than:

May 21, 2019, 2:00pm (MST)

Submission Packages are to be delivered in the following formats:

- Typewritten
- Two 3-ring binders
- PDF copied onto a USB flash drive

6.B INTERESTED RESPONDENTS REGISTRATION

Respondents interested in responding to this Solicitation are required to register on the City's website at the below e-mail address. This will allow the City to provide a web-link to the solicitation documents, track interested respondents, and provide updates, amendments, clarifications, and responses to questions regarding this Solicitation to all registered interested Respondents.

City of Santa Fe: <https://www.santafenm.gov/notifications>

6.C PROPOSAL COMPLETION

Respondents must comply with all instructions and provide all the information requested in this Solicitation. Failure to do so may disqualify said response to this Solicitation, at the City's discretion.

6.D RESPONDENT REQUEST FOR CLARIFICATIONS

Any and all requests for clarifications or questions must be in writing, and addressed and sent via e-mail as follows:

Solicitation Number: '19/37/P

City of Santa Fe

Office of Economic Development – Solicitation Information

info@santafenm.gov

Respondents may submit Requests for Clarifications beginning the date of Issuance of the Solicitation and no later than ten (10) business days prior to the Submission Deadline. The City will make best faith efforts to issue responses to Requests for Clarifications no later than five (5) business days prior to the Submission Deadline. The City reserves the right to not comply with this timeframe.

No oral clarifications or interpretations of the meaning of any section of this Solicitation, including addenda or amendments, will be binding.

6.E ADDENDA

The City, at its discretion, shall determine the need to issue addenda or amendments to this Solicitation. If issued, said addenda or amendments will be delivered to all registered Respondents no later than five (5) business days prior to the Submission Deadline. The City reserves the right to not comply with this timeframe if an addendum is required or if the Submission Deadline needs to be extended deemed to be in the best interest of the City, as determined by the City.

Failure of any Respondents to receive any clarifications, addenda, or amendments to this Solicitation shall not relieve such firm from any obligation under their Proposal, as submitted. All addenda and amendments issued by the City shall become part of this Solicitation and the contract documents.

6.F SUBMISSION MODIFICATIONS

Modifications received after the Submission Deadline will not be considered. If the City determines, upon review of a Submission Package, that any items are missing and/or incomplete, the City, by written notification given to the Respondent, may permit the Respondent to provide or clarify such items. Failure to provide complete information in a timely manner could result in rejection of the Submission Package, at the City's sole discretion.

7. CITY PROCUREMENT STANDARDS

7.A ELIGIBILITY

Prior to entering into a contract with the City, the Respondent/Contractor must have or obtain a (i) State of New Mexico business registration, (ii) State of New Mexico Combined Reporting System (CRS) identification number; and, (iii) City of Santa Fe business registration and license.

The Respondent will be required to provide insurance requirements as listed in the Professional Services Agreement and name the City of Santa Fe as additionally insured.

7.B CITY RIGHTS

The City reserves the right to reject any and/or all responses to this Solicitation when such rejection is in the interest of the City, at the City's discretion. The City may determine that the Respondent has not met the prerequisites or completeness of the Submission Package, has previously failed to perform properly or complete on scope, schedule, or budget on similar projects, and to reject said Respondent who is, in the opinion of the City, not in a position to perform the Scope of Work. The City also reserves the right to waive any information and technicalities, or waive irregularities, in this Solicitation or during contract negotiations.

All determinations regarding this Solicitation are at the sole discretion of the City.

All determinations as to the completeness or compliance of any Submission Package, or as to the eligibility or qualification of any Respondent, will be within the sole discretion of the City.

The City may discuss the Submission Package and contract terms with a Respondent or Respondents concurrently or sequentially, as the City may determine.

7.C PROTESTS AND RESOLUTION PROCEDURES

Any Respondent who is aggrieved in connection with the procurement in connection with this Solicitation may protest in writing to the City of Santa Fe, Purchasing Office, 200 Lincoln Avenue, Room 122, Santa Fe, NM, 87501.

The protest must be in writing and submitted within fifteen (15) days from the date of conduct on which grievance is based. Requirements regarding protest and resolution procedures are available from the Purchasing Office upon request.

7.D STANDARD CONTRACT

The selected Respondent/Contractor will be required to enter into a Professional Services Agreement with the City of Santa Fe.

See **Exhibit B: PROFESSIONAL SERVICES CONTRACT.**

If Respondent seeks to amend the City's standard contract terms, Respondent must submit proposed amendments in the Submission Package. Said proposed amendments may be considered by the City, at the City's discretion, and will be evaluated as part of the Selection Process.

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

Respondent/Contractor shall comply with City of Santa Fe Minimum Wage Rate Ordinance, as may be amended.

See **Exhibit C: LIVING WAGE ORDINANCE.**

The Respondent will be required to submit the proposal or bid such that it complies with the Ordinance to the extent applicable.

EXHIBITS

MIDTOWN PROPERTY MAP



MIDTOWN LINC OVERLAY DISTRICT



EXHIBIT A: SITE AND AREA PLANS

SURVEY PLAN OF SITE

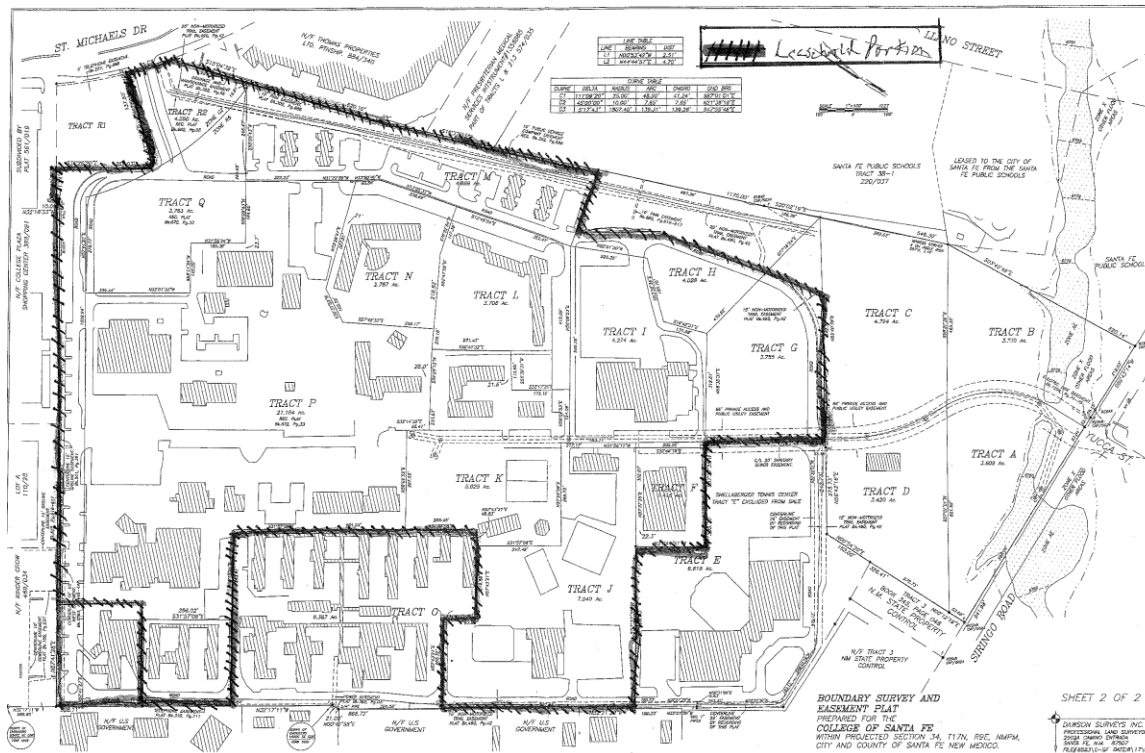


EXHIBIT B: PROFESSIONAL SERVICES CONTRACT

REQUEST FOR PROPOSALS ONLY CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

1) The Scope of Work for the Economic Analysis and Urban Planning Team (“Planning Team”) shall include the following services:

- a. Economic Analysis
 - i. Fiscal and Economic Analysis and Yield Evaluation
 - ii. Land Valuation Analysis and Financial Modeling
 - iii. Public Financing and Public Policy Analysis / Impact Fee Analysis
 - iv. Disposition and Development RFP Evaluation
- b. Urban Planning
 - i. Urban Planning and Design
 - ii. Land Use
 - iii. Redevelopment Planning and Revitalization/Activation Strategies
 - iv. Disposition and Development RFP Evaluation

B. Performance Measures.

1) Contractor shall substantially perform the following Performance Measures:

- a. Deliverables pursuant to the analysis, modeling, and evaluation outline above.
- b. Advice on decision making processes for the development of the Midtown Property.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in The Planning Guidelines for the City’s Midtown Property .

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

(OR CHOICE – MULTI-YEAR – A. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$_____) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days

after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **DATE** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and, 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient

appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. 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.

20. Other Insurance

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

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

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. 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.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless

express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [insert name, address and email].

To the Contractor: [insert name, address and email].

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

CITY MAYOR/MANAGER

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____

Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM (REQUEST FOR PROPOSALS ONLY):


ERIN K. MCSHERRY, CITY ATTORNEY ^{RFP}

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item

Attachment 1

Scope of Work

Performance Measures

Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the City to meet the goals and objectives described in The Planning Guidelines for the City's Midtown Property.

EXHIBIT C: LIVING WAGE ORDINANCE

28-1 - LIVING WAGE.

28-1.1 - Short title.

This section may be cited as the "Living Wage Ordinance".

(Ord. #2002-13, § 1)

28-1.2 - Legislative findings.

The governing body of the city has determined that:

- A. The public welfare, health, safety and prosperity of Santa Fe require wages and benefits sufficient to ensure a decent and healthy life for workers and their families;
- B. Many Santa Fe workers earn wages insufficient to support themselves and their families;
- C. Many Santa Fe workers cannot participate in civic life or pursue educational, cultural, and recreational opportunities because they must work such long hours to meet their households' most basic needs;
- D. Minimum wage laws promote the general welfare, health, safety and prosperity of Santa Fe by ensuring that workers can better support and care for their families through their own efforts and without financial governmental assistance;
- E. The average earnings per job in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) higher than the national average;
- F. Housing costs in Santa Fe are much higher than in most other parts of New Mexico, and low income workers must therefore spend a disproportionate percentage of their income sheltering themselves and their families;
- G. Livable wages also benefit employers and the economy as a whole by improving employee performance, reducing employee turnover, lowering absenteeism, and thereby improving productivity and the quality of the services provided by employees;
- H. When businesses do not pay a livable wage, the community bears the cost in the form of increased demand for taxpayer-funded social services including homeless shelters, soup kitchens and healthcare for the uninsured. Coupled with high real estate values, low wages reduce the ability of low- and moderate-income residents to access affordable housing. As a result, the city has had to invest significant tax dollars to support affordable housing including funding to nonprofit organizations, purchasing land, building infrastructure and waiving fees. In addition, the city has allocated significant tax dollars to operate after school and summer recreation programs and to support nonprofit organizations offering an array of human services and children and youth services, all of which are needed by very low-income residents and their families;
- I. It is in the public interest to require certain employers benefiting from city actions and funding, and from the opportunity to do business in the city, to pay employees a minimum wage, a "living wage", adequate to meet the basic needs of living in Santa Fe;
- J. According to the 2000 Census, approximately twelve and three-tenths percent (12.3%) of the Santa Fe community lives below the poverty level; and

- K. According to the New Mexico department of labor, twenty-three and one-half percent (23.5%) of Santa Feans who are employed in the nongovernmental sector earn hourly wages of ten dollars and fifty cents (\$10.50) per hour or less.
- L. The governing body has reviewed the impact of previous minimum wage increases, relevant studies and other appropriate data, and finds that the city's minimum wage should be upwardly adjusted each year to keep pace with increases in the cost of living.
- M. The governing body has found that limiting coverage of the minimum wage just to businesses with twenty-five (25) or more employees has hindered compliance and has created an uneven playing field among local businesses.

(Ord. #2002-13, § 2; Ord. #2003-8, § 1; Ord. #2007-43, § 1)

28-1.3 - Authority of the city of Santa Fe.

This Living Wage Ordinance is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by Section 3-17-1 et seq. and Section 3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by New Mexico Constitution, Article X §§ 6(D) and 6(E) and the Municipal Charter Act Section 3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of its "Santa Fe Municipal Charter".

(Ord. #2002-13, § 3; Ord. #2003-8, § 2)

28-1.4 - Purpose.

The purposes of this section are:

- A. To have the city of Santa Fe set an example for the public and private sectors by paying its employees a minimum wage adequate to meet the basic needs of living in Santa Fe.
- B. To raise the income of low-income employees of employers who contract with the city, receive grants, subsidies or other benefits from the city or benefit from the opportunity to do business in Santa Fe.

(Ord. #2002-13, § 4; Ord. #2003-8, § 3)

28-1.5 - Minimum wage payment requirements.

A. The following shall pay the minimum wage:

- (1) The city of Santa Fe to all full-time permanent workers employed by the city. However, the provisions of this section are expressly limited by and subject to future union negotiations in compliance with the Fair Labor Standards Act and subsequent appropriations by the governing body in compliance with the Bateman Act;
- (2) Contractors for the city, that have a contract requiring the performance of a service including construction services but excluding purchases of goods, shall pay the minimum wage to their workers and subcontractors performing work under the contract if the total contract amount with the city is, or by way of amendment becomes, equal to or greater than thirty thousand dollars (\$30,000.00); and
- (3) 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 (\$25,000.00) to those employed by such entity for the duration of the city grant or subsidy; and

- (4) Businesses required to have a business license or business registration from the city of Santa Fe and nonprofit organizations shall pay the minimum wage to their workers for all hours worked within the city of Santa Fe that month. For purposes of this paragraph, worker shall not include any person who is related by blood or by marriage to any person who may have or possess any ownership interest in the business that employs them. For purposes of identifying persons entitled to be paid the minimum wage, all individuals employed by or providing work to the business for compensation, whether on a part-time, full-time or temporary basis, during a given month shall be counted as a worker. This definition shall include contingent or contracted workers, and persons made available to work through the services of a temporary service, staffing or employment agency or similar entity. However, interns working for a business for academic credit in connection with a course of study at an accredited school, college or university or persons working for an accredited school, college or university while also attending that school, college or university, or persons working for a business in connection with a court-ordered community service program such as teen court or workers who are in an apprenticeship program in a 501C(3) organization (such as the Santa Fe opera) shall not be counted as a worker for such purposes.
- B. Beginning January 1, 2004, the minimum wage shall be an hourly rate of eight dollars and fifty cents (\$8.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On January 1, 2006, the minimum wage shall be increased to an hourly rate of nine dollars and fifty cents (\$9.50). Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.
- C. For workers who customarily receive more than one hundred dollars (\$100.00) 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 minimum 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.
- D. Nonprofit organizations whose primary source of funds is from Medicaid waivers are exempt.
- E. Staff shall contract for a study or studies to review the impact of changes made to the Living Wage Ordinance approved as Ordinance No. 2007-43 on businesses of less than ten (10) employees and on the student drop-out rate. The study shall be presented to the governing body no later than July 1, 2009.

(Ord. No. 2002-13, § 5; Ord. #2003-8, § 4; Ord. #2005-40; Ord. #2007-43, § 2)

28-1.6 - Prohibitions against retaliation and circumvention.

- A. It shall be unlawful for any employer or employer's agent or representative to take any action against an individual in retaliation for the exercise of or communication of information regarding rights under this section. This section shall also apply to any individual that mistakenly, but in good faith, alleges noncompliance with this section.
- B. Taking adverse action against an individual within sixty (60) days of the individual's assertion of or communication of information regarding rights shall raise a rebuttable presumption of having done so in retaliation for the assertion of rights.
- C. It shall be unlawful for any business or employer to intentionally circumvent the requirements of this section by contracting portions of its operation or leasing portions of its property.

(Ord. #2002-13, § 6; Ord. #2003-8, § 5)

28-1.7 - Reserved.

Editor's note— Former subsection 28-1.7, Compliance Through Collective Bargaining Process, previously codified herein and containing portions of Ordinance No. 2002-13, was repealed in its entirety by Ordinance No. 2004-38.

28-1.8 - Enforcement; remedies.

- A. *Administrative Enforcement.* The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this section. The city manager is authorized to investigate possible violations of this section. Where the city manager, after a proceeding that affords a suspected violator due process, concludes that a violation has occurred, the city manager may issue orders to the employer appropriate to effectuate the complaining person's rights, including but not limited to back pay and reinstatement. The city manager also has the power to order termination of any and all economic benefit derived by any offending party from the city and has the power to revoke the employer's business license or registration.
- B. *Criminal Penalty.* A person violating this section shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this section shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.
- C. *Other Remedies.* The city, any individual aggrieved by a violation of this section, or any entity the members of which have been aggrieved by a violation of this section, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this section and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.
- D. *Nonexclusive Remedies and Penalties.* The remedies provided in this section are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

(Ord. #2002-13, § 8; Ord. #2003-8, § 6)

28-1.9 - Effect.

Nothing in this Living Wage Ordinance shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of New Mexico Constitution, Article II, § 19.

(Ord. #2002-13, § 9)

28-1.10 - Severability.

The requirements and provisions of this section and their parts, subparts and clauses are severable. In the event that any requirement, provision, part, subpart or clause of this section, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the section be enforced to the maximum extent possible consistent with the governing body's purpose of ensuring a living wage for persons covered by the section.

(Ord. #2002-13, § 10; Ord. #2003-8, § 7)

28-1.11 - Notice; posting; and publication.

Any business subject to the provisions of this section shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this section and in particular post the text of subsections 28-1.5, 28-1.6 and 28-1.8 SFCC 1987. Failure to comply with this subsection shall be construed a violation of this section and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license or registration.

(Ord. #2003-8, § 8)

28-1.12 - Living wage review.

The city shall conduct a review of this section on or before July 1, 2005. In conducting said review the governing body may, at its discretion and pursuant to a duly-adopted resolution, appoint an ad hoc committee to advise and assist in making recommendations regarding this section and to investigate the economic and social effects of this section on Santa Fe. The city will contract with an independent third party to develop an evaluation that will generate objective measures on the effect of the Living Wage Ordinance on the health, security, and livelihood of Santa Feans by March 31, 2003. Data necessary for such an evaluation on Santa Fe city businesses will be compiled and presented to the governing body for their review on or before July 1, 2003. In compiling the data, consideration should be given to potential impacts on youth employment and possible recommendations that might prevent unforeseen consequences hurting children in the community.

(Ord. #2003-8, § 9)

EXHIBIT D: NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT

CITY OF SANTA FE (CSF)

NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT

REQUEST FOR PROPOSAL # '19/37/P

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:

EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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
