

**City of Santa Fe  
Planning and Land Use Department**

**REQUEST FOR PROPOSALS (RFP)**

**General Plan Update**



**RFP#  
24/20/P**

RFP Release Date: October 18, 2023

Proposals Due Date: November 28, 2023

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

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# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for a Land Use Planning Consultant to facilitate a comprehensive review and revision of the City of Santa Fe's (City) General Plan. New Mexico Statute refers to this plan as a "Master Plan" and other government entities refer to it as "comprehensive" plan or "master" plan.

## **B. BACKGROUND INFORMATION**

The City of Santa Fe enjoys a long history as a municipality and in prior eras spanning from settlement by the first Indigenous populations (whose descendants still call it Oga Po'geh, White Shell Water Place), and followed by the Spanish Influence beginning in the 1500's and American influence from the 1900's to modern times. Modern planning efforts began in Santa Fe in 1946, with the adoption of the "City Plan" prepared by Harland Bartholomew and Associates.

First adopted in 1972, and subsequently updated in 1983 and 1999, The General Plan is the City of Santa Fe's policy guide for land development, planning and growth objectives, related implementation strategies, and the administration of the Land Development Code. It serves as the statement of goals, recommendations and policy guidance for the development of the physical environment of Santa Fe and other geographic areas in Santa Fe's region. The General Plan will serve as a basis for land development approvals and other land and planning related implementation programs within the City. The goals, vision, implementation policies and work programs, and policy guidance of the General Plan may be amended from time to time to meet the changing requirements of the City.

The General Plan guides the comprehensive, long-range plan for the development and responsible stewardship of Santa Fe's resources. It is a critical tool for priority identification and decision making. It provides a policy framework for development proposals, capital improvements, annexation, and extension of public services. It represents the vision of the Santa Fe community and should be recognized as the City's foremost commitment to Santa Fe's future growth and redevelopment objectives. It outlines a vision through various themes that reflect the aspirations of the community and establishes a basis for review of development proposals and public projects to ensure that they are consistent with policy objectives. It provides for strategies that will enhance the character of the community and preserve critical environmental and historic resources and minimize potential hazards. It provides the basis for establishing and setting priorities for implementing programs and regulations and provides the basis for nurturing a vital community and assuring input from all segments of the population.

The General Plan's last comprehensive update was adopted in 1999, after several years of community engagement, analysis and drafting. The 1999 General Plan, along with the Future Land Use Map, continues to be the presiding document which guides city planning and land use policy and review of new development proposals. While many of the themes in the 1999 General Plan remain relevant for

contemporary planning, the data and analysis in 1999 General Plan have not been updated to reflect contemporary circumstances in Santa Fe and the shifting priorities of the world at large, it is no longer directly tied to the City's Capital Improvements Plans and does not incorporate plans adopted since 1999.

Due to these circumstances, the City is endeavoring to revise the General Plan to reflect current conditions and respond to contemporary issues such as climate change, housing affordability, and social equity. The General Plan Update should acknowledge and honor relevant components of the existing 1999 General Plan while recognizing contemporary challenges and opportunities. The revision should identify economic, demographic and environmental changes in Santa Fe in the years since the 1999 General Plan was adopted. It should then identify both the short-term and long-term needs and desires of the community and provide a strategic framework for addressing those needs in a responsible and equitable way.

The General Plan Update will be conducted concurrently with the Land Development Code (LDC) Update project, Phase 1 of which is already underway. The LDC Update is a multi-phase project led by the Land Use and Planning Department in collaboration with Clarion Associates, a consulting firm that specializes in ordinance development and plan implementation, to restructure and update the City's Land Development Code.

Phase 1 of the project is focused on identifying issues with the code and recommending non-substantive amendments to the code's organization and text that will make the code easier to understand and administer. Phase 2 of the project is focused on more substantive changes including LDC's procedures, regulations, and zoning districts. Finally, Phase 3 of the project focuses on adding additional substantive revisions to implement the land use and growth goals and policies of the updated Santa Fe General Plan identified by General Plan Update project. The General Plan Update consultant is expected to collaborate with the Land Development Code update project team across all three phases, but particularly in Phase 3, where the code will be amended to reflect the goals and policies identified in the General Plan update project. The full Land Development Code project scope is provided in the Procurement Library (Section I.G.).

In addition to the LDC update, the following planning activities are ongoing and will need to be included in the Plan update:

1. Culture, History, Art, Reconciliation and Truth (CHART): an extensive public engagement effort initiated in response to the period of civil unrest in 2020.
2. Santa Fe Water 2100: a 100-year water resource plan currently being drafted by the City's Water Division.
3. Midtown District Redevelopment: A major City-led redevelopment project of the former College of Santa Fe campus. A master plan has been completed and RFP's have been issued for development proposals.
4. Complete Streets Engineering Handbook: An effort led by the Public Works Department to update the City's Street design and engineering standards and move them from the Land Development Code to an Engineering Handbook managed by Public Works.
5. Bicycle and Multimodal Master Plans Update: An effort led by the Santa Fe Metropolitan Planning Organization to update the existing Bicycle and Multimodal Master Plans.

The General Plan Update consultant is expected to collaborate with the project teams and incorporate the findings from these ongoing planning efforts into the goals and objectives identified as part of the update project.

### **C. SCOPE OF PROCUREMENT**

This RFP is to solicit the procurement of a qualified Land Use and Planning Consultant to facilitate a comprehensive review and revision of the City of Santa Fe's (City) General Plan. The Consultant Services may include, but are not limited to, administrative coordination and support, public engagement, land use planning analysis and recommendations delivered in a variety of formats including reports, maps, digital and paper publications. The Consultant Team may include subcontractors, community organizations and other relevant members needed to perform the required tasks.

Tasks and Phases are meant to provide guidance on structure and schedule of deliverables but may change due to circumstances including but not limited to Land Development Code Rewrite progression, Consultant recommendations or other circumstances.

The Tasks and Phases listed in Section IV. Scope of Work are intended to include the entire General Plan Update project, however only Phase 1 is currently funded. The subsequent Phases 2 and 3 will be undertaken as funding becomes available in subsequent fiscal years.

### **PROJECT TERM**

The project procurement will be for four (4) years.

The resulting contract will be a single award.

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

### **D. PROCUREMENT MANAGER**

The Planning and Land Use Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and email address are listed below:

Name: Heather Lamboy, Assistant Director of Planning and Land Use, Procurement  
Manager

Telephone: (505) 955-6598

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Office at the following emails:

Procurement Manager: [hllamboy@santafenm.gov](mailto:hllamboy@santafenm.gov)

Central Purchasing Office: [purchasing\\_RFP@santafenm.gov](mailto:purchasing_RFP@santafenm.gov)

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

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.12.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, §13-1-172 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

## **E. PROPOSAL SUBMISSION**

***Submissions of all proposals must be accomplished via upload:***  
<https://cityofsantafenm.sharefile.com/r-r6a199d2a98094545a0fc75efdb971f9b>

## **F. DEFINITION OF TERMINOLOGY**

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

1. **“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this contract.
2. **“Award”** means the final execution of the contract document.
3. **“Business Hours”** means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. **“Central Purchasing Office”** means the office responsible for the control of procurement of items of tangible personal property, services, or construction.
5. **“Chief Procurement Officer”** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services, or construction.
6. **“City”** means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.
7. **“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
8. **“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act



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

9. **“Contract”** means any agreement for the procurement of items of tangible personal property, services, or construction.
10. **“Contractor”** means any business having a contract with the City of Santa Fe.
11. **“Department”** means the Requesting Department sponsoring this Procurement.
12. **“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
13. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
14. **“Electronic Submission”** means a successful submittal of Offeror's proposal.
15. **“Electronic Version/Copy”** means a digital form consisting of text, images or both that are readable on computers or other electronic devices. The electronic version/copy can only be uploaded to ShareFile.
16. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors' proposals.
17. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
18. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
19. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
20. **“General Plan”** means the adopted policy guide and program development for the City of Santa Fe, synonymous with a City “Comprehensive Plan” or “Master Plan.”

21. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
22. **“IT”** means Information Technology.
23. **“Living Wage”** means the City’s minimum hourly wage necessary for a person to achieve a higher standard of living.
24. **“Land Development Code”** means the Santa Fe Code of Ordinances chapters that regulates all development activity within the City limits. Also known as “Chapter 14”.
25. **“Mandatory”** – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
26. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
27. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
28. **“Procurement Manager”** means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s).
29. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.
30. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by NMSA 1978, §§ 57-3A-1 to 57-3A-7 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
31. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
32. **“Requesting Department”** means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.
33. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

34. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity, or delivery requirements.
35. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City’s Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.
36. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
37. **“State (the State)”** means the State of New Mexico.
38. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g., “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,”)
39. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
40. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **G. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

[https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

Other relevant links:

[Resolution Adopting Next Steps to Revise the City of Santa Fe’s General Plan](#)

[City of Santa Fe General Plan \(1999\)](#)

[City of Santa Fe Long-Range Planning webpage](#)

[City of Santa Fe Land Development Code](#)

[City of Santa Fe Land Development Code Update Project Website](#)

[City of Santa FE Land Development Code Update Contract and Scope](#)

[City of Santa Fe Complete Streets Resolution](#)

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

The City’s Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
1. Issue RFP	Central Purchasing Office	October 18, 2023
2. Acknowledgement of Receipt Form	Potential Offerors	November 1, 2023
3. Pre-Proposal Conference	Requesting Department	November 1, 2023
4. Deadline to submit Written Questions	Potential Offerors	November 3, 2023
5. Response to Written Questions	Procurement Manager	November 10, 2023
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>November 28, 2023</b>
7.* Proposal Evaluation	Evaluation Committee	November 29, 2023
8.* Selection of Finalists	Evaluation Committee	December 12, 2023
10* Oral Presentation(s)	Finalist Offerors	January 8, 2024
11.* Finalize Contractual Agreements	Requesting Department/Finalist Offerors	January 16, 2024
12.* Contract Awards	Requesting Department/ Finalist Offerors	February 29, 2024
13.* Protest Deadline	Central Purchasing Office	+15 days

\*Dates indicated in Events 7 through 13 are estimates only and may be subject to change without necessitating an amendment to the RFP.

### B. EXPLANATION OF EVENTS

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

#### 1. Issue RFP

This RFP is being issued on behalf of The City Planning and Land Use Department on the date indicated in Section II.A, Sequence of Events.

## 2. Acknowledgement of Receipt Form

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

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

## 3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 1:30 P.M. MST/MDT via Microsoft Teams.

### Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 241 333 958 126

Passcode: COJLAE

[Download Teams](#) | [Join on the web](#)

[Learn More](#) | [Meeting options](#)

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

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

## 4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 3:00 pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D.

Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

## 5. Response to Written Questions

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

An electronic version of the Questions and Answers will be posted to:  
[https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

## 6. Submission of Proposal

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

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE

<https://cityofsantafenm.sharefile.com/r-r6a199d2a98094545a0fc75efdb971f9b>

NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS**

**DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

***Proposals must be submitted electronically through the link in Section III.B.1.*** Proposals submitted by facsimile will not be accepted.

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

## 7. Proposal Evaluation

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

## 8. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time.

Finalists will be comprised of the three (3) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Mandatory Specifications and Section IV.B.3.

## **9. Oral Presentations**

Finalist Offerors, as selected per Section II.B.9 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may make their presentations through electronic means (GoToMeeting, Zoom, etc.) or in person. The Department will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and Central Purchasing Office.

## **10. Finalize Contractual Agreements**

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

## **11. Contract Awards**

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

## **12. Protest Deadline**

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

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe  
tkduttonleyda@santafenm.gov



**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

**C. GENERAL REQUIREMENTS**

**1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.29, located in APPENDIX D.

**2. Incurring Cost**

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

**3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Department which may derive from this RFP. The Department entering into a contractual agreement with a vendor will make payments to only the prime contractor.

**4. Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the Department awarding any resultant contract, before any subcontractor is used during the term of this agreement.

**5. Amended Proposals**

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

**6. Offeror's Rights to Withdraw Proposal**

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

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

## 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

## 8. Disclosure of Proposal Contents

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

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

**IMPORTANT:** The price of products offered, or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

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

## 9. No Obligation

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

## 10. Termination

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

## 11. Sufficient Appropriation

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

sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## **12. Legal Review**

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

## **13. Governing Law**

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

## **14. Basis for Proposal**

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

## **15. Contract Terms and Conditions**

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

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

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

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

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

prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

## **16. Offeror's Terms and Conditions**

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

## **17. Contract Deviations**

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

## **18. Offeror Qualifications**

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

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.26. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **20. Change in Contractor Representatives**

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

## **21. Notice of Penalties**

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

## **22. Department Rights**

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

### **23. Right to Publish**

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

### **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

### **25. Confidentiality**

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

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

### **26. Electronic mail address required**

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

### **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to: [https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

### **28. Campaign Contribution Disclosure Form**

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

### **29. Letter of Transmittal**

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which should be **completed** and **signed** by the individual authorized to

contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

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

### **30. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

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



Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

### **31. Local Preferences**

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally, when possible, pursuant to Ordinance and the City of Santa Fe Procurement Manual, except for purchases using City, state, and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state, or federal funds.

#### **A. Local Preference Qualification**

To qualify for a local preference, an Offeror must attach a State of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978, § 13-1-22.

- a. 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 6% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- b. 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 point's equivalent to 6% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

#### **B. Solicitations above One Million Dollars (\$1,000,000)**

1. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
2. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid submitted, if and only if at least 50% of the sub- contracted services go to subcontractors who are resident businesses.



## 32. Living Wage

Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances). The vendor must comply with the current living wage rate and requirements posted on this page <https://santafenm.gov/economic-development/business-resources/living-wage-information>

# III. RESPONSE FORMAT AND ORGANIZATION

## A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

## B. NUMBER OF COPIES

### 1. ELECTRONIC SUBMISSION ONLY Responses

**Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing submission link ONLY.** The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload.

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. The Technical Proposals **SHALL NOT** contain any cost information. **Name the file as such, RFP Number – Company Name – Technical (e.g., 24/20/P - Acme Corp – Technical)**
- i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files. Name the files accordingly:**
- One (1) ELECTRONIC version of the requisite proposals identified above as **unredacted** (def. Section I.F.39) versions for evaluation purposes (example file name, 24/20/P - Acme Corp – Unredacted Technical); and
  - One (1) **redacted** (def. Section I.F.30) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file. (Example file name, 24/20/P - Acme Corp – Redacted Technical)

- b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. Name the file as such, RFP Number – Company Name – Cost (e.g., 24/20/P - Acme Corp – Cost)

The ELECTRONIC proposal submission must be fully submitted to:

<https://cityofsantafenm.sharefile.com/r-r6a199d2a98094545a0fc75efdb971f9b> by the submission deadline in Section II.B.6. Submissions cannot be password protected and **must be a PDF format**. *The Offeror must ensure to allow adequate time for large PDF files (uploads/attachments) in order to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via the submission link by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.*

**LATE PROPOSALS WILL NOT BE ACCEPTED**

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

## **C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

### **1. Proposal Content and Organization**

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

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

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror’s Additional Terms and Conditions (from Section II.C.16)
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2**)
  1. Organizational Experience
  2. Oral Presentation (if applicable)
  3. Mandatory Specification
  4. Desirable Specification

- 5. Local Preferences (if applicable)
- H. Other Supporting Material (if applicable)

**Cost Proposal:**

- 1. Completed Cost Response Form (APPENDIX C)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **All discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

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

## IV. SPECIFICATIONS

### A. GOALS

The revised General Plan is intended to capture the desired vision and choices related to Santa Fe's future with a 20-year plan that will identify opportunities for beneficial use of the community's resources and guide the advancement of the community. This vision will be accomplished through the implementation of dynamic growth guidance strategies and actionable implementation steps in the interest of ensuring a vibrant sense of place and belonging. These strategies and implementation steps will reflect and promote overarching community values, trends and themes, and correlate concepts such as sustainability, preservation of and access to resources, community and cultural engagement, connectivity, affordability, economic opportunity and prosperity, equity, inclusion, and regional partnerships.

The General Plan will identify desired and attainable goals, each with a set of quantifiable objectives which are correlated with the implementation plan.

To achieve this vision, the City aspires to the following goals:

- 1) Enhance the City's quality of life by ensuring that development is sustainable, and that social equity, physical growth, redevelopment, and natural resource conservation and protection are balanced, guided and dynamic.
- 2) Foster the Santa Fe tradition which enriches everyday life by designing urban spaces conducive to exceptional community character, public safety, and establishing an ecological conservation basis for urban design, while continuing to honor beneficial existing growth patterns.
- 3) Promote a compact urban form that enables the development of affordable housing, provides a mix of housing types and land uses in all areas of the city.
- 4) Promotes the stabilization of neighborhoods by implementing policies and programs that prevent residential and small business displacement.
- 5) Develop a sector planning process that promotes community cohesion, shared ownership and sense of place.
- 6) Reduce automobile dependence by becoming a city where essential goods, services, employment and amenities are available to residents within their neighborhood. Improve transportation network connectivity and provide equitable access to affordable and multimodal transportation that connects underserved communities to services and employment.
- 7) Diversify the economy while enhancing the city's unique character and sense of place.
- 8) Develop a regional growth management policy framework in collaboration with regional partners.
- 9) Promote engagement with regional partners to ensure coordinated growth and development, and annexation and expansion at the City's periphery.
- 10) Develop a comprehensive and enforceable review process that balances the goals of the General Plan when determining planning and development decisions.
- 11) Develop an implementation plan that creates a consistency of purpose across City departments.
- 12) Promote reconciliation of detrimental inconsistencies, disparities and inequities within the city and among its residents.

## **B. OBJECTIVES**

In order to accomplish these goals, the City intends to engage in the General Plan Update, including an extensive community outreach program, that will identify quantifiable and achievable objectives that help answer the following questions:

- 1) “What’s missing and where?” - Identify perceived challenges and shared objectives.
- 2) “Who is it for and how will it help them?” – Identify connections and sources of mutual benefit to the community that promote cohesion and take advantage of opportunities to enhance shared sense of place.
- 3) “What are we trying to deliver and how will it be provided?” - Identify the balance of measures for implementation that best promote, benefit and incentivize livability, equity, health and wellness across the spectrum of the demographic and economic landscape.

## **C. ASSUMPTIONS**

### **City Staff and Consultant Support:**

City staff from the Land Use and Planning Department will actively manage and participate in the revision. The staff will provide all existing data, plans and reports, Geographic Information System (GIS) mapping, and will assist in the reproduction and distribution of materials including mailings, meeting set-up, and other logistical and administrative functions.

City staff will coordinate meeting logistics with any working group, stakeholder group, or committee that may be agreed upon during Task 1. Consultant and City staff will conduct bi-weekly (or as needed) project management meetings (via video conference call) to address project management issues. During especially intense periods, these meetings may take place weekly. Consultant will produce monthly written (PDF format) status reports including a summary of all project activity and correlated invoicing prior to monthly meetings that will be attached to meeting agendas and monthly invoices.

### **Statutory Requirements:**

The General Plan Update will exceed the minimum State of New Mexico Statute requirements outlined in Chapter 3 – Municipalities, Article 19- Planning and Platting and Section 3-19-11 – Legal status of master plan and 3-19-1 – Creation of a Planning Commission and all related “Annotations.”

### **Scope of Service Tasks:**

It is the intent of the Scope of Service Tasks (as described in Section D, “Detailed Scope of Work”) to provide an essential framework of desired deliverables from the project. The General Plan Update consultant is expected to collaborate with the Land Development Code update project team across all three phases, but particularly in Phase 3, where the code will be amended to reflect the goals and policies identified in the General Plan update project. The full Land Development Code project scope is listed in Section I. G. Procurement Library.

## D. DETAILED SCOPE OF WORK

### PHASE 1

Approximately 12 months

#### **Task 1. Administrative Coordination:**

The City is seeking the best approach, process and best practices to develop the update, communication protocol, and an internal meeting schedule in coordination with City staff as outlined below.

- 1) Project Team Kick-Off and Pre-planning Coordination, including:
  - a) Define and come to agreement on the General Plan Update development approach, process outline and best practices.
  - b) Establish methods of communication and content sharing.
  - c) Develop agreed upon plan development groups, engagement partners and strategies, committees, stakeholders that will be part of the development of the plan.
  - d) Conduct in-person introductions and tours as needed. Work with City staff and leadership to evaluate current long-range planning practices and develop strategies to optimize internal workflows and planning activity outcomes.

#### **Task 2. Existing Conditions and Trends**

The City is looking for a baseline of information on existing conditions, including identification of key issues, problems and long-range goals. The City staff will provide all necessary existing materials, data and documentation. The consultant's responsibility will be to analyze this data and document the findings, and to conduct research, outreach, etc. and production of deliverables listed below. All maps will be done within the ArcGIS Software family and will be made compatible with existing City mapping systems.

The analysis should include but is not limited to mapping, surveys, studies, assessments and analysis of the following:

- 1) **Base Mapping**
- 2) **Regional Trends**
  - a) Population and Growth Trends
  - b) Demographic trends
- 3) **Land Capability Analysis**
- 4) **Existing Land Use and Development:**
  - a) Identify developable land, including infill and redevelopment
- 5) **Neighborhoods:** Develop an official "Neighborhood and Districts" map for the City.
  - a) **Downtown:** Conduct a more granular survey and analysis of downtown Santa Fe.
- 6) **Fiscal Sustainability:**
  - a) Include a "value per acre" analysis or similar analysis.
- 7) **Urban Design**
- 8) **Transportation**
- 9) **Public and Private Utilities**
- 10) **Historical and Cultural Facilities**

- 11) **Public Safety**
- 12) **Schools**
- 13) **Parks and Recreation**
- 14) **Housing**
- 15) **Economic Development Assessment**
- 16) **Environmental Stewardship\Natural Resources**
- 17) **Institutional Structures:**
  - a) Ongoing planning efforts and their sponsor departments/jurisdictions.

**Assessment Report:** The findings resulting from analysis of the above items will be summarized in a written (PDF format) Assessment Report. The findings will identify relevant planning issues, a summary of the findings, and policy implications for the General Plan. The report will be reviewed by the appropriate groups/committees as well as the public. It will be published on the project website where the public will be able to make comments and recommendations based on the report’s findings.

**Task 3. Digital User Platform (development and refinement to continue through all phases)**

The City seeks a web-based dynamic interface tool that will enable staff, elected officials, the public, developers and stakeholders to access a user-friendly on-line version of the General Plan. The platform will become the Planning and Development Hub for the City after the General Plan is adopted, and therefore must be accessible and updatable by City staff.

- 1) The platform must include all maps, data and studies. The maps, data and studies should take advantage of ESRI Storymaps or similar technology to be interactive and easily understood.
- 2) The platform will integrate other adopted City plans, including the plan texts and map components such as the Residential Pipeline Map, Bicycle Master Plan, the Pedestrian Master Plan, the Water Plan, etc. The General Plan components should be included as map layers so they can be overlaid with components from other plans.
- 3) The platform will include an engagement section that becomes the main hub for digital engagement for the Planning and Land Use Department.
- 4) The platform will be built in such a way that other planning projects such as the Land Development Code website and permit searches can easily be integrated.
- 5) The platform will include a backend, dashboard-style user interface that enables City staff to run reports and manage the General Plan project.
- 6) The platform will be built with translation and accessibility options that meet City engagement standards.

**PHASE 2**

Approximately 6 months (in tandem with LDC update Phase 2)

**Task 4. Public Engagement Plan**

The coordination and execution of community outreach and engagement cannot be understated as a crucial component to the success of this project. Based on Public Engagement Plans submitted by the Consultant, a special coordination meeting shall occur to be determined in Task 1 for the purpose of refining the General Plan so that each stakeholder consents to it and has a role in its success.

- 1) The Public Engagement Plan should include the following elements:

- a) Inclusive meeting provisions, such as
    - i) Food and refreshments
    - ii) Childcare
    - iii) Interpretation services
    - iv) Youth-oriented activities and meetings
    - v) Larger events may have live entertainment to attract a wider audience
    - vi) Collaboration with community partners such as churches, schools and organizations
  - b) Plan to coordinate with City staff, leadership, local organizations, and project Consultants to recruit equity representatives to drive engagement in their community, attend public meetings, and participate in working groups/committees.
    - i) Representatives should be from an underrepresented community, such as Spanish speaking, indigenous, youth, low-income, etc.
    - ii) The plan should recommend payment structure for equity representatives.
  - c) Review and consider Culture, History, Art, Reconciliation and Truth (CHART) outcomes
  - d) Review and consider Midtown outreach outcomes.
- 2) The consultant should provide local engagement and Public Relations (PR) support. subcontracted by the offerors.
- a) The PR team will work directly with City of Santa Fe Communications and Public Engagement teams to develop outreach materials that meet City standards.
  - b) The Public Engagement Plan will be developed using the forthcoming City of Santa Fe Community Engagement Guide to craft all engagement materials. The City Clerk’s office is expected to adopt the Engagement Guide in the coming months and will be shared with the project team at that time.
  - c) The PR team will provide all project engagement materials in both English and Spanish and meet City accessibility standards for online and in-person engagement.
  - d) The PR team will partner with local community-based organizations to conduct targeted engagement activities.

**Task 5. Assessment Report**

- Create a report on the engagement findings and identify the City’s short-term and long-term needs and desires.
- The report should include a summary of findings from Task 2, Existing Conditions and Trends, a summary of findings from Task 4, Public Engagement, and a narrative description of the steps that should be taken to address those findings.

**PHASE 3**

Approximately 24 months (in tandem with LDC update phase 3)

**Task 6. Growth Scenario Planning**

Utilizing previous tasks’ analysis and engagement, the Consultant will develop several future growth scenarios for future land use and development patterns. The Consultant will use dynamic visualization and analysis techniques to communicate the outcomes of each scenario to the City and the public. These scenarios will be used throughout the planning draft process to demonstrate the outcomes of proposed planning policies.



## Task 7. General Plan Draft

The consultant will prepare the first draft of the General Plan. The draft shall include analysis and recommendations for each of the topics listed below. Other than certain required sections, the General Plan may be organized in a manner that best suits the project's overall goals, the vision of the project team and the consultant's workflow as approved by City Staff.

- 1) Executive Summary (required)
- 2) Introduction, Vision & Themes
- 3) Existing Conditions and Trends
  - a) See "Task 2" above.
- 4) Assessment Report (required)
  - a) Report engagement findings and identify of the City's short-term and long-term needs and desires.
- 5) Land Use and Growth Scenarios (see "Task 6" above)
  - a) Develop the Future Land Use Map based on collaboration with Land Development Code Rewrite team and goals and objectives determined in this General Plan. Integrate Future Land Use Map into Digital User Platform to demonstrate the connection to other elements of the General Plan.
- 6) Regional Planning
  - a) Priorities, major projects and organizational structures.
- 7) City Character
  - a) Provide updated analysis of existing City Character, emphasizing areas of the City outside of historic overlays (Historic-area character is already well established and documented, only needs to be updated with current conditions.)
  - b) Identify desired urban form for all areas of the City, coinciding with existing neighborhood boundaries, opportunity zones, redevelopment areas, master planned areas, and other contextual information.
- 8) Sector and Special Area Planning
  - a) Identify areas for future Sector and Special Area scale planning.
  - b) Develop strategies for Special Areas places for locals in addition to tourists.
  - c) Assess Special Areas at granular level including economic activity, mobility, urban design and housing.
  - d) Propose "catalyzing" City-led redevelopment projects of city owned property and Right of Way (R.O.W.) to be incorporated into sector plans.
- 9) Mobility and Accessibility
  - a) Integrate goals existing plans including Multimodal Transition Plan, Bicycle/Ped/Transit Plans, Sustainability Plan
  - b) Using recommendations from existing plans, identify quantifiable targets for transportation mode-shift.
    - i) Identify quantifiable targets for infrastructure improvements to achieve mode-shift.
  - c) Develop a "Connectivity and Street Network" map that requires future development to adhere to a street network that creates permeable, publicly accessible new development and improves connectivity in existing neighborhoods.
- 10) Infrastructure and Facilities

- a) Integrate various infrastructure and facility plans to ensure various Capital projects are optimized and not redundant.
  - b) Identify infrastructure needs and desires such as improved internet, areas to extend utilities, etc.
  - c) Using ongoing facilities evaluation, identify top priorities for new facilities and facility improvements.
  - d) Evaluate Green Infrastructure and recommend improvements.
- 11) Climate and Natural Resources
- a) Integrate relevant plans (such as water and sustainability plans) and correlate with goals and objectives of the General Plan.
- 12) Affordability and Human Services
- a) Integrate various Human Service plans such as Senior Services, Youth and Family Services, Recreation Plans
  - b) Make recommendations for additional affordable housing tools
  - c) Make “Affordable Living” recommendations that address other aspects of affordability beyond housing.
- 13) Development Review Guidelines
- a) Develop review processes to assess private and public development for compliance with the General Plan.
- 14) Glossary
- 15) Appendices

### **Task 8. Implementation and Administration Plan**

Develop an Implementation Plan with the following components:

- a) Provide detailed Implementation Plan that ties each recommendation to achievable goals and objectives.
  - i) Each goal/objective should include proposed cost, departmental responsibility, and timeline.

Administration Plan should include procedures for the following:

- i) Annual progress and action reports
- ii) C.I.P. Plan update process
- iii) 5-year reviews
- iv) 20-year update timeline from planned adoption year
- v) Identify 40-80+ year elements

### **Task 9. Plan Adoption and Publication**

The consultants will work in tandem with City staff and City leadership throughout the duration of the General Plan adoption process. The General Plan adoption related responsibilities include but are not limited to:

- i) Attend and present to commissions, board and the governing body.
- ii) Respond to questions from the public, City staff and leadership regarding all aspects of the General Plan
- iii) Make any amendments necessary that are identified during the adoption process.
- iv) Assist with the transition to the new General Plan as necessary.

After adoption, the consultants will be responsible for the publication of General Plan, including:

- i) Providing hard copies to the City and stakeholders if desired
- ii) Publishing the final adopted General Plan to the project website.
- iii) Finalizing any other aspects of the project.

## **B. TECHNICAL SPECIFICATIONS**

### **1. Organizational Experience**

Offeror **must**:

- a) provide a detailed description of at least three (3) relevant projects with city, county or state governments or the private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of comprehensive and community planning consultation. All comprehensive, land use and community planning consultation provided to private sector will also be considered.
- b) provide a brief resume for all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the Project Principal (or equivalent), project planners, graphic, technology and administrative support staff. Offeror must include key personnel education, work experience and relevant certifications/licenses.

### **2. Mandatory Specification**

The Offeror's proposal must:

- a. Demonstrate a proven track record of General Plan rewrites (or Comprehensive Plan, Master Plan, etc. of a similar scope to this project) for municipalities of comparable size to Santa Fe. Offeror should give a detailed explanation of the municipalities they have provided service for and the size of the municipality.
- b. Describe their knowledge and philosophies related to comprehensive planning in a contemporary municipal setting and how that knowledge and philosophy is aligned with City of Santa Fe goals, objectives, assumptions and scope of work as stated in this RFP.
- c. Explain how they have demonstrated the ability to successfully collaborate with City staff, leadership, the public and other consulting firms working on concurrent projects relevant to a General Plan Rewrite Project.
- d. Provide a detailed description of how the offeror will complete the phases and tasks listed in Section IV.D. taking into account the City's Goals, Objectives and Assumptions. In particular, the description must include:
  - i. Detailed description of Digital User Platform including platform, integration with City ITT, and scope.

- ii. Detailed description of scenario planning tools including platform, methods, integration in the Digital User Platform, and relation to the General Plan Draft as identified in Task 7.
  - iii. Proposed outline of the General Plan Draft demonstrating inclusion of all topics identified in Task 7.
- e. The description for Phase 3 must detail how the Offeror will be integrating the concurrent Land Development Code Rewrite project.

### **3. Desirable Specification**

- a. Offeror should demonstrate a proven track record of General Plan rewrites (or Comprehensive Plan, Master Plan, etc. of a similar scope to this project) for municipalities of comparable size to Santa Fe. Offeror should give a detailed explanation of the municipalities they have provided service for and the size of the municipality.
- b. Offeror should describe their knowledge and philosophies related to comprehensive planning in a contemporary municipal setting and how that knowledge and philosophy is aligned with City of Santa Fe goals and the General Plan as stated in this RFP.
- c. Offeror should explain how they have demonstrated the ability to successfully collaborate with City staff, leadership, the public and other consulting firms working on concurrent projects relevant to the General Plan Rewrite Project.
- d. Offeror should explain their specific understanding of the City of Santa Fe's unique history, geographic context and social climate. The offeror should include any experience working with Spanish speaking and minority communities.
- e. Offeror is encouraged to include alternatives based on the Offeror's expertise, past successes and proven outcomes that support the City's vision, goals and objectives.

## **C. BUSINESS SPECIFICATIONS**

### **1. Letter of Transmittal Form**

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

### **2. Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or

not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

### **3. Oral Presentation**

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

### **4. Cost**

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by the total cost of all three phases as shown on the Cost Response Form.

### **5. Local Preference**

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

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

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

<b>Evaluation Factors</b> <i>(Correspond to section IV.B and IV C)</i>	<b>Points Available</b>
<b>B. Technical Specifications</b>	
B. 1. Organizational Experience	200
B. 2. Mandatory Specification	250
B. 3. Desirable Specification	200
<b>C. Business Specifications</b>	
C.1. Letter Of Transmittal	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C.3. Oral Presentations	200
C.4. Cost	150
<b>TOTAL POINTS AVAILABLE</b>	<b>1000</b>
C.5. City of Santa Fe Local Preference per Section IV C. 2	<b>60</b>
C.5. City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	<b>30</b>

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS

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

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience, expertise and knowledge; and of personnel education, experience and certifications/licenses.

#### 2. B.2 Mandatory Specifications

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s response to each mandatory specification and how well it was explained.

#### 3. B.3 Desirable Specifications

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the extent of Offeror’s knowledge of Santa Fe and working with spanish speaking and minority communities.

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

Pass/Fail only. No points assigned.

**5. C.2 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

**6. C.3 Oral Presentation (See Table 1)**

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

**7. C.4 Cost (See Table 1)**

The evaluation of each Offeror’s cost proposal will be conducted using the following formula: The formula below will use the total cost of all three phases as shown in the Cost Response Form in this RFP.

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

**8. C.5. Local Preferences**

Percentages will be determined based upon the point-based system outlined below.

To qualify for a local preference, an offeror must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978, § 13-1-22.

- A. 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 additional 6% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- B. 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 point's equivalent to 6% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

**A. Solicitations above One Million Dollars (\$1,000,000)**

1. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
2. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

**C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, 13-1-117, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.11). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.



**APPENDIX A**  
**ACKNOWLEDGEMENT OF RECEIPT FORM**

**REQUEST FOR PROPOSALS**  
**General Plan Update**  
**24/20/P**  
**ACKNOWLEDGEMENT OF RECEIPT FORM**

This Acknowledgement of Receipt Form should be signed and submitted no later than 3.00pm MDT on November 1, 2023. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

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

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

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Submit Acknowledgement of Receipt Form to:**

To: Central Purchasing

Email: [Purchasing\\_RFP@santafenm.gov](mailto:Purchasing_RFP@santafenm.gov)

Subject Line: General Plan (Comprehensive/Master plan) Update RFP # **24/20/P**

**APPENDIX B**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

“**Applicable public official**” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“**Campaign Contribution**” means a gift, subscription, loan, advance or deposit of money.

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

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

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

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

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

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

Mayor Alan M Webber  
Councilor Signe Lindell, Pro-tem  
Councilor Renee Villarreal  
Councilor Michael Garcia  
Councilor Carol Romero-Wirth  
Councilor Lee Garcia  
Councilor Christopher Rivera  
Councilor Amanda Chavez  
Councilor Jaime Cassutt

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**APPENDIX C**  
**COST RESPONSE FORM**

## APPENDIX C COST RESPONSE FORM

<b>Description</b>	<b>Estimated Hours</b>	<b>Cost</b>
Task 1: Administrative Coordination		
Task 2: Existing Conditions and Trends		
Task 3: Digital User Platform		
<b>Phase 1: Total Cost</b>		
Task 4: Public Engagement		
Task 5: Assessment Report:		
<b>Phase 2: Total Cost</b>		
Task 6: Scenario Planning		
Task 7: General Plan Draft		
Task 8: Implementation Plan		
Task 9: General Plan Adoption		
<b>Phase 3: Total Cost</b>		
<b>ALL PHASES TOTAL COST</b>		
<b>Additional Tasks (list any additional tasks)</b>		

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).



**APPENDIX D**  
**LETTER OF TRANSMITTAL FORM**

## APPENDIX D

### Letter of Transmittal Form

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.29). DO NOT LEAVE ANY ITEM BLANK!** (N/A, None, Does not apply, etc. are acceptable responses.)

**RFP#: 24/20/P**

**1. Identify the following information for the submitting organization:**

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED ID#</b>	
<b>NM CRS#</b>	

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

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

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

**3. Use of subcontractors (Select one):**

- No subcontractors will be used in the performance of any resultant contract, OR  
 The following subcontractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
 (Attach extra sheets, as needed)

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

\_\_\_\_\_  
 (Attach extra sheets, as needed)

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

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

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

**APPENDIX E**  
**NON-COLLUSION AFFIDAVIT**

**NON-COLLUSION AFFIDAVIT**  
*Complete, Sign and Return with your proposal.*

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

I affirm:

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

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX F**  
**CONFLICT OF INTEREST**

# CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

*Complete, sign and return with your proposal.*

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

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

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

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

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

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

I certify that this firm will keep all General Plan Update contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed

by the other person, and the disclosure is authorized and necessary to the General Plan Update contract. I understand that if this firm leaves this General Plan Update contract before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the General Plan Update contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the General Plan Update contract confidential information has or intends to disclose that information in violation of this agreement.

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

Company Name:

---

Authorized Representative/Title:

---

Phone Number:

---

Fax Number:

---

Email Address:

---

Signature:

---

Date:

---

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

# **APPENDIX G**

## **DRAFT CONTRACT**

**The Agreement included in this Appendix G represents the contract the City intends to use to make an award. The City of Santa Fe reserves the right to modify the Agreement prior to, or during, the award process, as necessary.**



## CITY OF SANTA FE

### PROFESSIONAL SERVICES AGREEMENT General Plan Update

THIS Contract 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.

#### RECITALS

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

**WHEREAS**, the Contractor does hereby accept its designation as [professional service], rendering services related to [insert services] for the City, as set forth in this Contract; and

**WHEREAS**, it is agreed by the parties that the performance of the professional services is for a period of [insert term], as directed by the City.

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. Scope of Work.**

The Contractor shall provide the following services-for the City:

The General Plan Update is intended to capture the desired vision and choices related to Santa Fe’s future that will identify opportunities for beneficial use of the community’s resources and guide the advancement of the community. This will be accomplished through the implementation of dynamic growth guidance strategies and actionable implementation steps in the interest of ensuring a vibrant sense of place and belonging. These will reflect and promote overarching community values, trends and themes, and correlate concepts such as sustainability, preservation of and access to resources, community and cultural engagement, connectivity, affordability, economic opportunity and prosperity, equity, inclusion, and regional partnerships.

See Exhibit A for the full Scope of Work.

**2. Standard of Performance; Licenses.**

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Contract.

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

**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/including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling (AMOUNT) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Contract, 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 Contract 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 Contract 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 Contract 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.

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 CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on **DATE** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This Contract will not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

**4. Termination.**

A. Termination. This Contract 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 Contract, 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 Contract. 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 Contract 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 Contract, 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 CONTRACT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Contract the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Contract 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 Contract; 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 Contract. 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 Contract are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Contract. If sufficient appropriations and authorization are not made by the City Council, this Contract 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract 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 Contract. 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 Contract or assign any claims for money due or to become due under this Contract 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 Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

**9. Release.**

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

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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 Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract 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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract will continue to comply with, and that this Contract 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 Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, 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 Contract 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 Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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. Entire Contract.**

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire Contract of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

**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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Contract, 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 NMSA 1978, sec. 38-3-2 . By execution of this Contract, 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 Contract.

**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 Contract may be terminated by the City.

**19. Professional Liability Insurance.**

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

**20. Other Insurance**

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

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

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

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

**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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. 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 Contract 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 Contract, 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 Contract. 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 Contract 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 Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

**24. Invalid Term or Condition.**

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

**25. Enforcement of Contract.**

A party's failure to require strict performance of any provision of this Contract 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 Contract 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 Contract 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 Contract 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.

**28. Merger.**

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

**29. Non-Collusion.**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

**30. Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Contract and under law or equity.

**31. Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an



inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

**32. Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

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

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
ALAN WEBBER, MAYOR

\_\_\_\_\_  
NAME

DATE: \_\_\_\_\_

\_\_\_\_\_  
TITLE

DATE: \_\_\_\_\_

CRS# \_\_\_\_\_

Registration # \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
EMILY OSTER, FINANCE DIRECTOR

\_\_\_\_\_  
Org. Name/Org#.

## **Exhibit A**

### **Scope of Work**

The Consultant Services may include, but are not limited to, administrative coordination and support, public engagement, land use planning analysis and recommendations delivered in a variety of formats including reports, maps, digital and paper publications. The Consultant Team may include subcontractors, community organizations and other relevant members needed to perform the required tasks.

Tasks and Phases are meant to provide guidance on structure and schedule of deliverables but may change due to circumstances including but not limited to Land Development Code Rewrite progression, Consultant recommendations or other circumstances.

The Tasks and Phases listed below are intended to include the entire General Plan Update project, however only Phase 1 is currently funded. The subsequent Phases 2 and 3 will be undertaken as funding becomes available in subsequent fiscal years.

#### **A. GOALS**

The revised General Plan is intended to capture the desired vision and choices related to Santa Fe's future with a 20-year plan that will identify opportunities for beneficial use of the community's resources and guide the advancement of the community. This will be accomplished through the implementation of dynamic growth guidance strategies and actionable implementation steps in the interest of ensuring a vibrant sense of place and belonging. These will reflect and promote overarching community values, trends and themes, and correlate concepts such as sustainability, preservation of and access to resources, community and cultural engagement, connectivity, affordability, economic opportunity and prosperity, equity, inclusion, and regional partnerships.

The General Plan Update will identify desired and attainable goals, each with a set of quantifiable objectives which are correlated with the implementation plan.

To achieve this vision, the City aspires to the following goals:

- 1) Enhance the City's quality of life by ensuring that development is sustainable, and that social equity, physical growth, redevelopment, and natural resource conservation and protection are balanced, guided and dynamic.
- 2) Foster the Santa Fe tradition which enriches everyday life by designing urban spaces conducive to exceptional community character, public safety, and establishing an ecological conservation basis for urban design, while continuing to honor beneficial existing growth patterns.
- 3) Promote a compact urban form that enables the development of affordable housing, provides a mix of housing types and land uses in all areas of the city.
- 4) Promotes the stabilization of neighborhoods by implementing policies and programs that prevent residential and small business displacement.
- 5) Develop a sector planning process that promotes community cohesion, shared ownership and sense of place.

- 6) Reduce automobile dependence by becoming a city where essential goods, services, employment and amenities are available to residents within their neighborhood. Improve transportation network connectivity and provide equitable access to affordable and multimodal transportation that connects underserved communities to services and employment.
- 7) Diversify the economy while enhancing the city's unique character and sense of place.
- 8) Develop a regional growth management policy framework in collaboration with regional partners.
- 9) Promote engagement with regional partners to ensure coordinated growth and development, and annexation and expansion at the City's periphery.
- 10) Develop a comprehensive and enforceable review process that balances the goals of the General Plan when determining planning and development decisions.
- 11) Develop an implementation plan that creates a consistency of purpose across City departments.
- 12) Promote reconciliation of detrimental inconsistencies, disparities and inequities within the city and among its residents.

## **B. OBJECTIVES**

In order to accomplish these goals, the City intends to engage in the General Plan Update, including an extensive community outreach program, that will identify quantifiable and achievable objectives that help answer the following questions:

- 1) "What's missing and where?" - Identify perceived challenges and shared objectives.
- 2) "Who is it for and how will it help them?" – Identify connections and sources of mutual benefit to the community that promote cohesion and take advantage of opportunities to enhance shared sense of place.
- 3) "What are we trying to deliver and how will it be provided?" - Identify the balance of measures for implementation that best promote, benefit and incentivize livability, equity, health and wellness across the spectrum of the demographic and economic landscape.

## **C. ASSUMPTIONS**

### **City Staff and Consultant Support:**

City staff from the Planning and Land Use Department will actively manage and participate in the revision. The staff will provide all existing data, plans and reports, Geographic Information System (GIS) mapping, and will assist in the reproduction and distribution of materials including mailings, meeting set-up, and other logistical and administrative functions.

City staff will coordinate meeting logistics with any working group, stakeholder group, or committee that may be agreed upon during Task 1. Consultant and City staff will conduct bi-weekly (or as needed) project management meetings (via video conference call) to address project management issues. During especially intense periods, these meetings may take place weekly. Consultant will produce monthly written (PDF format) status reports including a summary of all project activity and correlated invoicing prior to monthly meetings that will be attached to meeting agendas and monthly invoices.

**Statutory Requirements:**

The General Plan Revision will exceed the minimum State of New Mexico Statute requirements outlined in Chapter 3 – Municipalities, Article 19- Planning and Platting and Section 3-19-11 – Legal status of master plan and 3-19-1 – Creation of a Planning Commission and all related “Annotations.”

**Scope of Service Tasks:**

It is the intent of the Scope of Service Tasks to provide an essential framework of desired deliverables from the project. The General Plan Update consultant is expected to collaborate with the Land Development Code update project team across all three phases, but particularly in Phase 3, where the code will be amended to reflect the goals and policies identified in the General Plan update project. The full Land Development Code project scope is listed in Section I. G. Procurement Library.

**D. DETAILED SCOPE OF WORK****PHASE 1**

Approximately 12 months

**Task 1. Administrative Coordination:**

The City is seeking the best approach, process and best practices to develop the update, communication protocol, and an internal meeting schedule in coordination with City staff as outlined below.

- 1) Project Team Kick-Off and Pre-planning Coordination, including:
  - a) Define and come to agreement on plan update development approach, process outline and best practices.
  - b) Establish methods of communication and content sharing.
  - c) Develop agreed upon plan development groups, engagement partners and strategies, committees, stakeholders that will be part of the development of the General Plan.
  - d) Conduct in-person introductions and tours as needed. Work with City staff and leadership to evaluate current long-range planning practices and develop strategies to optimize internal workflows and planning activity outcomes.

**Task 2. Existing Conditions and Trends**

**The City is looking for a baseline of information on existing conditions, including identification of key issues, problems and long-range goals. The City staff will provide all necessary existing materials, data and documentation. The consultant’s responsibility will be to analyze this data and document the findings, and to conduct research, outreach, etc. and production of deliverables listed below. All maps will be done within the ArcGIS Software family and will be made compatible with existing City mapping systems.**

The analysis should include but is not limited to mapping, surveys, studies, assessments and analysis of the following:

- 1) **Base Mapping**
- 2) **Regional Trends**
  - a) Population and Growth Trends.
  - b) Demographic trends.
- 3) **Land Capability Analysis**
- 4) **Existing Land Use and Development:**
  - a) Identify developable land, including infill and redevelopment.
- 5) **Neighborhoods:** Develop an official “Neighborhood and Districts” map for the City.
  - a) **Downtown:** Conduct a more granular survey and analysis of downtown Santa Fe.
- 6) **Fiscal Sustainability:**
  - a) Include a “value per acre” analysis or similar analysis.
- 7) **Urban Design**
- 8) **Transportation**
- 9) **Public and Private Utilities**
- 10) **Historical and Cultural Facilities**
- 11) **Public Safety**
- 12) **Schools**
- 13) **Parks and Recreation**
- 14) **Housing**
- 15) **Economic Development Assessment**
- 16) **Environmental Stewardship\Natural Resources**
- 17) **Institutional Structures:**
  - a) Ongoing planning efforts and their sponsor departments/jurisdictions.

**Assessment Report:** The findings of the above items will be summarized in a written (PDF format) Assessment Report. The findings will identify relevant planning issues, a summary of the findings, and policy implications for the General Plan. The report will be reviewed by the appropriate groups/committees as well as the public. It will be published on the project website where the public will be able to make comments and recommendations based on the report’s findings.

**Task 3. Digital User Platform (development and refinement to continue through all phases)**

The City seeks a web-based dynamic interface tool that will enable staff, elected officials, the public, developers and stakeholders to access a user-friendly on-line version of the General Plan. The platform will become the Planning and Development Hub for the City after the General Plan is adopted, and therefore must be accessible and updatable by City staff.

- 1) The platform must include all maps, data and studies. The maps, data and studies should take advantage of ESRI Storymaps or similar technology to be interactive and easily understood.
- 2) The platform will integrate other adopted City plans, including the plan texts and map components such as the Residential Pipeline Map, Bicycle Master Plan, the Pedestrian Master Plan, the Water Plan, etc. The General Plan components should be included as map layers so they can be overlaid with components from other plans.
- 3) The platform will include an engagement section that becomes the main hub for digital engagement for the Planning and Land Use Department.

- 4) The platform will be built in such a way that other planning projects such as the Land Development Code website and permit searches can easily be integrated.
- 5) The platform will include a backend, dashboard-style user interface that enables City staff to run reports and manage the General Plan project.
- 6) The platform will be built with translation and accessibility options that meet City engagement standards.

## **PHASE 2**

Approximately 6 months (in tandem with LDC update Phase 2)

### **Task 4. Public Engagement Plan**

The coordination and execution of community outreach and engagement cannot be understated as a crucial component to the success of this project. Based on Public Engagement Plans submitted by the Consultant, a special coordination meeting shall occur to be determined in Task 1 for the purpose of refining the General Plan so that each stakeholder consents to it and has a role in its success.

- 1) The Public Engagement Plan should include the following elements:
  - a) Inclusive meeting provisions, such as:
    - i) Food and refreshments.
    - ii) Childcare.
    - iii) Interpretation services.
    - iv) Youth-oriented activities and meetings.
    - v) Larger events may have live entertainment to attract a wider audience.
    - vi) Collaboration with community partners such as churches, schools and organizations.
  - b) Plan to recruit equity representatives to drive engagement in their community, attend public meetings, and participate in working groups/committees.
    - i) Representatives should be from an underrepresented community, such as Spanish speaking, indigenous, youth, low-income, etc.
    - ii) The Plan should recommend payment structure for equity representatives.
  - c) Review and consider Culture, History, Art, Reconciliation and Truth (CHART) outcomes.
  - d) Review and consider Midtown outreach outcomes.
- 2) The consultant should provide local engagement and Public Relations (PR) support subcontracted by the offerors.
  - a) The PR team will work directly with City of Santa Fe Communications and Public Engagement teams to develop outreach materials that meet City standards.
  - b) The Public Engagement Plan will be developed using the forthcoming City of Santa Fe Community Engagement Guide to craft all engagement materials. The City Clerk's office is expected to adopt the Engagement Guide in the coming months and will be shared with the project team at that time.
  - c) The PR team will provide all project engagement materials in both English and Spanish and meet City accessibility standards for online and in-person engagement.
  - d) The PR team will partner with local community-based organizations to conduct targeted engagement activities.

### **Task 5. Assessment Report**

Create a report on the engagement findings and identify the City’s short-term and long-term needs and desires. The report should include a summary of findings from Task 2, Existing Conditions and Trends, a summary of findings from Task 4, Public Engagement, and a narrative description of the steps that should be taken to address those findings.

### **PHASE 3**

Approximately 24 months (in tandem with LDC update phase 3)

#### **Task 6. Growth Scenario Planning**

Utilizing previous tasks’ analysis and engagement, the consultant will develop several future growth scenarios for future land use and development patterns. The consultant will use dynamic visualization and analysis techniques to communicate the outcomes of each scenario to the City and the public. These scenarios will be used throughout the planning draft process to demonstrate the outcomes of proposed planning policies.

#### **Task 7. General Plan Draft**

The consultant will prepare the first draft of the General Plan Update. The draft shall include analysis and recommendations for each of the topics listed below. Other than certain required sections, the General Plan may be organized in a manner that best suits the project’s overall goals, the vision of the project team and the consultant’s workflow as approved by City Staff.

- 1) Executive Summary (required)
- 2) Introduction, Vision & Themes
- 3) Existing Conditions and Trends
  - a) See “Task 2” above.
- 4) Assessment Report (required)
  - a) Report engagement findings and identify of the City’s short-term and long-term needs and desires.
- 5) Land Use and Growth Scenarios (see “Task 6” above)
  - a) Develop the Future Land Use Map based on collaboration with Land Development Code Rewrite team and goals and objectives determined in this General Plan Update. Integrate Future Land Use Map into Digital User Platform to demonstrate the connection to other elements of the General Plan.
- 6) Regional Planning
  - a) Priorities, major projects and organizational structures.
- 7) City Character
  - a) Provide updated analysis of existing City Character, emphasizing areas of the City outside of historic overlays (Historic-area character is already well established and documented, only needs to be updated with current conditions.)
  - b) Identify desired urban form for all areas of the City, coinciding with existing neighborhood boundaries, opportunity zones, redevelopment areas, master planned areas, and other contextual information.
- 8) Sector and Special Area Planning
  - a) Identify areas for future Sector and Special Area scale planning.
  - b) Develop strategies for Special Areas places for locals in addition to tourists.



- c) Assess Special Areas at granular level including economic activity, mobility, urban design and housing.
  - d) Propose “catalyzing” City-led redevelopment projects of city owned property and Right of Way (R.O.W.) to be incorporated into sector plans.
- 9) Mobility and Accessibility
- a) Integrate goals existing plans including Multimodal Transition Plan, Bicycle/Ped/Transit Plans, Sustainability Plan.
  - b) Using recommendations from existing plans, identify quantifiable targets for transportation mode-shift.
    - i) Identify quantifiable targets for infrastructure improvements to achieve mode-shift.
  - c) Develop a “Connectivity and Street Network” map that requires future development to adhere to a street network that creates permeable, publicly accessible new development and improves connectivity in existing neighborhoods.
- 10) Infrastructure and Facilities
- a) Integrate various infrastructure and facility plans to ensure various Capital projects are optimized and not redundant.
  - b) Identify infrastructure needs and desires such as improved internet, areas to extend utilities, etc.
  - c) Using ongoing facilities evaluation, identify top priorities for new facilities and facility improvements.
  - d) Evaluate Green Infrastructure and recommend improvements.
- 11) Climate and Natural Resources
- a) Integrate relevant plans (such as water and sustainability plans) and correlate with goals and objectives of the General Plan.
- 12) Affordability and Human Services
- a) Integrate various Human Service plans such as Senior Services, Youth and Family Services, Recreation Plans.
  - b) Make recommendations for additional affordable housing tools.
  - c) Make “Affordable Living” recommendations that address other aspects of affordability beyond housing.
- 13) Development Review Guidelines
- a) Develop review processes to assess private and public development for compliance with the General Plan.
- 14) Glossary
- 15) Appendices

### **Task 8. Implementation and Administration Plan**

Develop an Implementation Plan with the following components:

- a) Provide detailed Implementation Plan that ties each recommendation to achievable goals and objectives.
  - i) Each goal/objective should include proposed cost, departmental responsibility, and timeline.

Administration Plan should include procedures for the following:

- i) Annual progress and action reports.
- ii) C.I.P. Plan update process.
- iii) 5-year reviews.

- iv) 20-year update timeline from planned adoption year.
- v) Identify 40-80+ year elements.

### **Task 9. General Plan Adoption and Publication**

The consultants will work in tandem with City staff and City leadership throughout the duration of the General Plan adoption process. General Plan adoption related responsibilities include but are not limited to:

- i) Attend and present to commissions, board and the governing body.
- ii) Respond to questions from the public, City staff and leadership regarding all aspects of the General Plan Update.
- iii) Make any amendments necessary that are identified during the adoption process.
- iv) Assist with the transition to the new General Plan as necessary.

After adoption, the consultants will be responsible for the publication of the General Plan, including:

- i) Providing hard copies to the City and stakeholders if desired.
- ii) Publishing the final adopted General Plan to the project website.
- iii) Finalizing any other aspects of the project.