

**The City of Santa Fe
AND
Office of Economic Development**

Request for proposals (RFP)

**Project
Redevelopment of the Midtown Performing Arts Center**



CITY OF
Santa Fe

RFP#: 23/16/P

RFP Release Date: December 1, 2022

Proposal Due Date: February 3, 2023

ELECTRONIC-ONLY PROPOSAL SUBMISSION

TABLE OF CONTENTS

I. INTRODUCTION.....	4
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	4
B. BACKGROUND INFORMATION.....	4
C. SCOPE OF PROCUREMENT.....	10
D. PROCUREMENT MANAGER	10
E. PROPOSAL SUBMISSION	11
F. DEFINITION OF TERMINOLOGY	11
G. PROCUREMENT LIBRARY	15
II. CONDITIONS GOVERNING THE PROCUREMENT	16
A. SEQUENCE OF EVENTS.....	16
B. EXPLANATION OF EVENTS	17
1. Issue Solicitation (RFP).....	17
2. Acknowledgement of Receipt Form.....	17
3. Pre-Proposal Conference	17
4. Deadline to Submit Written Questions.....	18
5. Response to Written Questions	18
6. Submission of Proposal.....	18
7. Proposal Evaluation.....	19
8. Selection of Finalists	19
9. Protest Deadline	21
C. GENERAL REQUIREMENTS.....	23
1. Acceptance of Conditions Governing the Procurement.....	23
2. Incurring Cost	23
3. Prime Contractor Responsibility	23
4. Subcontractors/Consent	23
5. Amended Proposals.....	23
6. Offeror's Rights to Withdraw Proposal	23
7. Proposal Offer Firm	24
8. Disclosure of Proposal Contents	24
9. No Obligation	24
10. Termination	24
11. Sufficient Appropriation	25
12. Legal Review.....	25
13. Governing Law.....	25
14. Basis for Proposal	25
15. Offeror Qualifications.....	25
16. Right to Waive Minor Irregularities.....	25
17. Change in Contractor Representatives	26
18. Notice of Penalties.....	26
19. Department Rights	26
20. Right to Publish.....	26
21. Ownership of Proposals	26
22. Confidentiality	26
23. Electronic mail address required	27
24. Use of Electronic Versions of this Solicitation (RFP).....	27
25. Campaign Contribution Disclosure Form	27
26. Letter of Transmittal.....	27
27. Disclosure Regarding Responsibility	28
28. Local Preferences.....	29

A.	NUMBER OF RESPONSES	31
B.	NUMBER OF COPIES	31
C.	PROPOSAL FORMAT	32
IV.	SPECIFICATIONS.....	34
A.	DETAILED SCOPE OF WORK	34
B.	PREFACE (FILE/ BINDER 1)	38
C.	TECHNICAL SPECIFICATIONS.....	39
D.	BUSINESS SPECIFICATIONS	42
E.	SCHEDULE AND ECONOMIC ANALYSIS PROPOSAL (FILE/ BINDER 2)	43
V.	EVALUATION.....	46
A.	EVALUATION POINT SUMMARY	46
B.	EVALUATION FACTORS	46
C.	EVALUATION PROCESS	49
APPENDIX A	51
ACKNOWLEDGEMENT OF RECEIPT FORM.....		51
APPENDIX B	53
CAMPAIGN CONTRIBUTION DISCLOSURE FORM		53
APPENDIX C	57
SCHEDULE AND ECONOMIC ANALYSIS RESPONSE FORM		57
APPENDIX D	59
LETTER OF TRANSMITTAL FORM		59
APPENDIX E.....		62
ORGANIZATIONAL REFERENCE QUESTIONNAIRE.....		62
APPENDIX F.....		67
NON-COLLUSION AFFIDAVIT		67
APPENDIX G	69
CONFLICT OF INTEREST		69
APPENDIX H	2
LIVING WAGE ORDINANCE.....		2

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of the following services:

- Develop and operate a arts, education, and cultural hub within the existing Performing Arts Center;
- Procure the necessary project team to finance, renovate, lease, manage property;
- Program events within the Performing Arts Center and the adjacent outdoor spaces;
- Purchase or Master Lease the property through a Disposition and Development Agreement with the City of Santa Fe (City). Note: The City will consider a purchase or lease, whichever benefits the proposed Project and the City, as determined by the City.

The Office of Economic Development is collaborating with the Arts & Culture Department to issue this RFP with the intention to identify the most qualified Offeror to redevelop the iconic Performing Arts Center into a dynamic, fun, and activated place that contributes to life at the Midtown District Santa Fe. A key City and public objective for the future Performing Arts Center is to help stabilize and enhance community arts and cultural organizations and strengthen the heritage of local arts and culture in Santa Fe and the region, as well as integrate technology and multimedia design into the land uses at Midtown. The Performing Arts Center should be a hub of activity that contributes to life and experiences within the District and represents true perspectives and the unique aspects of Santa Fe.

The Performing Arts Center redevelopment should be a beacon for how strengthening local arts and culture, with performances and entertainment is an economic development tool for stabilizing the richness of Santa Fe's historic communities important to the past, present, and future of the city, as well as a project that will initiate future development. The completed Performing Arts Center should set the stage for the Midtown Site as a place that is welcoming, inclusive, equitable, feasible, and sustainable.

The Performing Arts Center is located adjacent to the Visual Arts Center on the Midtown Site.

B. BACKGROUND INFORMATION

This RFP was created and guided pursuant to the Midtown Moving Forward Resolution approved by the Governing Body (Resolution 2022-12).

A RESOLUTION ADOPTING NEXT STEPS FOR THE REUSE AND REDEVELOPMENT OF THE MIDTOWN PROPERTY INCLUDING APPLYING FOR LAND USE REZONING, GENERAL PLAN AMENDMENT, AND A MASTER PLAN;

ADOPTING A COMMUNITY DEVELOPMENT PLAN; ISSUING CERTAIN REQUESTS FOR PROPOSALS; CONDUCTING CERTAIN STUDIES AND ASSESSMENTS; AND SEEKING THE ACQUISITION OF LAND LOCATED WITHIN OR ADJACENT TO THE MIDTOWN SITE.

The Vision for the Midtown District at the Center of Santa Fe

Through an extensive, dynamic, and inclusive public engagement process, a vision for the future of the Midtown Site lays the groundwork to create a place *“where a wide diversity of people interact and collaborate to find their passions; build their skills for a great career; live in a thriving, vibrant neighborhood and city; and create a great future for our community, region and beyond”* (excerpt from the Midtown Planning Guidelines, 2018).

Through the competitive and open RFP process, the City will continue to achieve the vision articulated in the Midtown Planning Guidelines that have guided the Midtown Redevelopment Plans, which may be accessed at: www.MidtownDistrictSantaFe.org . Prioritizing a mixed-use district, with associated land uses, has remained a key desirable use and is continually articulated as a priority throughout the Midtown planning public engagement process to date:

- Mixed-Income Housing – Families, Seniors, Live/Work, Artists
- Film and Multimedia Production with Career Paths
- Higher Education and Learning Environments, including a Public Library
- **Entertainment – Visual and Performing Arts**
- **Arts and Creativity – Makers Space and Community Arts Organizations**
- Business Entrepreneurship – Innovation, Design, Technology
- Family and Community Health Center
- Senior and Early Childhood Care Centers
- Open Space for Programming Local Culture, Arts, and Recreation

- **The Midtown Site**

Dating back to the mid-1800s, the Midtown Site (Site) has been used for various public oriented purposes, and briefly served as a military hospital during World War II. After the war, the Christian Brothers acquired the previous hospital campus facilities to establish a college campus, which operated until 2009. The City, with a commitment to preserve the civic purpose educational use, purchased the Site and leased it to a private, for-profit university. However, by June of 2018, the university ceased operations and full control of the Site reverted to the City on July 1, 2018.

The Site’s long history as a civic use continues with the City’s commitment to creating a new city center in what has become the geographic center of Santa Fe. By August of 2018, the City had held public engagement events, called the Midtown Campus Project, to provide open opportunities for the public to create a vision and concept for the future of the Site. The redevelopment of the Site, and this Project, was informed by other research conducted over the previous several years, including the Re:MIKE for the re-design of the St. Michaels corridor, which culminated in the

Midtown LINC Overlay District (Ordinance 2016-39) to promote a mixed-use, compact, pedestrian friendly district. Other references include: Culture Connects (2016); National Citizens Survey and Pollinating Prosperity Report (2017). The Midtown Campus Project culminated in the publication of the Midtown Planning Guidelines in August 2018, which continue to guide the vision, goals, and ongoing public engagement efforts to inform and regulate the development of the Site.

- **Midtown Planning Guidelines**

The Midtown Planning Guidelines (Guidelines) are based on public input and provide key guidance for early projects that define the core shared values and future of Midtown as a civic place – a City Center. Some key values outlined in the Guidelines are:

- Sustainable Development
- A City Center
- Adaptable Infrastructure
- Catalyze the Midtown LINC Overlay

Some preferred land uses listed in the Guidelines include:

- Higher Education
- Housing
- Film & Emerging Media
- Arts & Creativity
- New Business & Innovation

- **The Midtown Performing Arts Center**

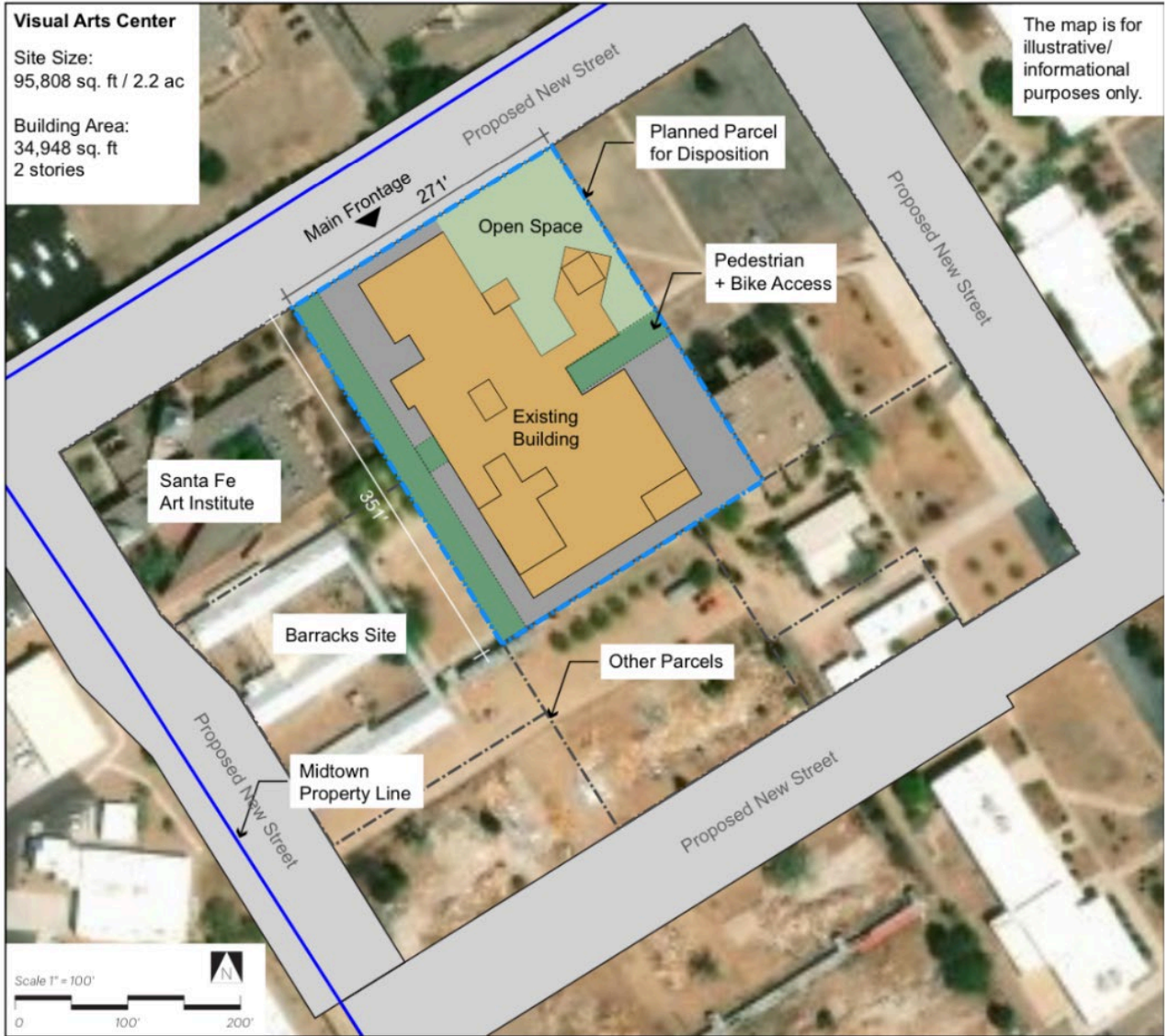
The Performing Arts Center (Performing Arts Center) is a complex with iconic structures and courtyards designed by Phillippe Register. His 1961-1978 projects for the College of Santa Fe included Benildus Hall, the administration building, the Greer Garson Theatre, and the Fogelson Library Center, all of which are planned for rehabilitation and reuse.

The Garson Theatre was created for a variety of performing arts uses, and it is currently vacant. The buildings have been secured with much of the previous furnishing, fixtures, and equipment intact and are part of this RFP. Buildings systems, including mechanical, electrical, plumbing, and structural (MEPS) are also intact. However, as the buildings have been vacant since 2018, the lack of use has caused varying levels of deterioration. The City seeks a developer and operator with the capacity and experience to rehabilitate the Garson Theatre into a Performing Arts Center modeled after some of the country's successful public theaters, such as the Public Theater, or the Brooklyn Academy of Music, both located in New York City. They are both venues with progressive, public theater that attract a broad audience and performances. In Santa Fe, the programming for the proposed Performing Arts Center should include a focus on a public theatre with programming that attracts and is accessible (economically, language, and equitable access) for all Santa Fe communities. The buildings and outdoor areas will be disposed of in as-is condition.

The City envisions a dynamic performing arts center with a range of indoor and outdoor events, programs, activities, and business hours so that it is a hub throughout the year during the day, evening, and weekends.

The existing Performing Arts Center building: 32,628 Square Feet

- **The Performing Arts Center Parcel**
See the following attached Parcel Plan for the Performing Arts Center.





Additional Site Context: A Vision for the Midtown Visual and Performing Arts Center

The City envisions a 21st century Midtown Visual and Performing Arts Center that links the adjacent Garson Performance Theater with the Visual Arts Center into a cultural arts hub in the geography center of Santa Fe.

Concurrent with this Solicitation, the City issued a Solicitation for the redevelopment of the Performing Arts Center and anticipates working through a collaborative effort with the Selected Offerors of both Solicitations to plan for land uses, open space, streets, and circulation to create a dynamic, urban arts center that attracts Santa Feans, visitors, artists, performers, and benefactors, and which strengthen Santa Fe's uniqueness in public arts opportunities and offerings.

The Midtown Visual and Performing Arts Center is envisioned to be a home to resident arts, cultural, technology, and multi-media organizations presenting arts and performances from local communities, the region, nation, and globe, while creating jobs and strengthening the local economy.

C. SCOPE OF PROCUREMENT

The City envisions a redevelopment and operation of the existing Performing Arts Center into a dynamic performance arts hub that will create a mix of arts and cultural, performance and entertainment venue, with a focus on, and relevancy to, local culture, land, people, and history. The center will program music, dance, film, opera, and more stage craft to bring a tapestry of artists from Santa Fe, the region, nation, and globe. The operations will be self-sustaining based upon a model of mixed affordable and market rates. Early arts programming is envisioned to begin bringing people back to Midtown.

D. PROCUREMENT MANAGER

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

Name: Lee Logston, Procurement Manager
Address: City of Santa Fe, Office of Economic Development
500 Market Street, 2nd Floor
Santa Fe, NM 87501
Email: lrlogston@santafenm.gov

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

Procurement Manager: lrlogston@santafenm.gov
Central Purchasing Office: 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.

Note: The Procurement Manager shall select the Evaluation Committee for Midtown RFPs, which shall include four city staff members with knowledge relevant to the objectives of the project and scope of work pursuant to the RFP, real estate development, and/or community and economic development; and, three community members with expertise in the subject matter directly related to the RFP with an emphasis on skills is sustainability, equity, arts and culture, and historic preservation. All members of the Evaluation Committee will be required to sign a Confidentiality Agreement and No Conflict of Interest Statement. The City, at its sole discretion, may amend the composition of the Evaluation Committee.

2. **Protest Manager.** Protests of the Solicitation or award must be submitted in writing to the Protest. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 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 the Solicitation. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

Name: Joann Lovato, Protest Manager
Address: City, of Santa Fe, Purchasing Division (Agency)
200 Lincoln Avenue, Room 222
Santa Fe, New Mexico 87505
Email: jdlovato@santafenm.gov

E. PROPOSAL SUBMISSION

All proposals must be submitted via email to:
purchasing_RFP@santafenm.gov

F. DEFINITION OF TERMINOLOGY

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

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

2. **“Award”** means the final execution of the contract document.
3. **“Business Hours”** means 8:00 AM 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 §§57-3-A-1 through 57-3A-7, NMSA 1978,. 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 readable on computers or other electronic devices. The electronic version/copy can only be emailed.
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(s)”** means an Offeror(s) 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. **“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.
21. **“Mandatory”** – the terms “must,” “shall” “will,” “is required,” or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
22. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
23. **“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
24. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
25. **“Procurement Manager”** means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s).
26. **“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.

27. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this Solicitation) blacked-out BUT NOT omitted or removed.
28. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
29. “**Requesting Department**” means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.
30. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
31. “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
32. “**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity, or delivery requirements.
33. “**Sealed**” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the 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.
34. “**Selected Offeror**” means the Offeror, or Offerors, with whom the City negotiates upon contract terms for agreement, and is recommended by the Evaluation Committee for Award.
35. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

36. **“State (the State)”** means the State of New Mexico.
37. **“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,” etc.)
38. **“Submission”** means the act of submitting documentation, or the name of the actual package of documents submitted, in response to a Solicitation.
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 Solicitation, Questions & Answers, Solicitation Amendments, etc.
<https://www.santafenm.gov/purchasing/solicitations?category=request-for-proposal>

Other relevant links:
www.MidtownDistrictSantaFe.org

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the Solicitation 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:

Action	Responsible Party	Due Dates
1) Issue Solicitation (RFP)	Central Purchasing Office	December 1, 2022
2) Pre-Proposal Conference (Site Tour) <i>Not Mandatory</i>	Requesting Department	December 13, 2022 11:30am -1:00am <i>On-site walking tour</i>
3) Pre-Proposal Conference (Q&A Session) <i>Not Mandatory</i>	Requesting Department	December 15, 2022 11:30am -1:00am <i>Web-based meeting</i>
4) Acknowledgement of Receipt Form	Potential Offerors	December 16, 2022 3:00 pm
5) Deadline to submit Written Questions	Potential Offerors	December 30, 2022 3:00pm
6) Response to Written Questions	Procurement Manager	January 13, 2023
7) <i>Submission of Proposal</i>	<i>Potential Offerors</i>	February 3, 2023 3:00pm
8) *Proposal Evaluation	Evaluation Committee	February 15, 2023
9) *Selection of Finalists	Evaluation Committee	February 17, 2023
10) *Best and Final Offers	Finalist Offerors	February 24, 2023
11) *Oral Presentation(s)	Finalist Offerors	February 27 - 28, 2023
12) *Finalize Contractual Agreements <i>(Exclusive Negotiations Agreement)</i>	Requesting Department/Finalist Offerors	March 31, 2023
13) *Contract Awards	Requesting Department/ Finalist Offerors	April 12, 2023
14) *Protest Deadline	Central Purchasing Office	+15 days

* Dates indicated in Events 8 through 14 are proposed and may be subject to change at the City's discretion without necessitating an amendment to this Solicitation.

B. EXPLANATION OF EVENTS

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

1. Issue Solicitation (RFP)

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

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager at lrlogston@santafenm.gov, to have their organization placed on the Procurement Distribution List. The form must be returned to the Procurement Manager by the time and 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 this Solicitation. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this Solicitation. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the Procurement Distribution List and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to this Solicitation.

3. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date indicated in Section II.A, Sequence of Events.

Site Tours

Location: Midtown Site
Performing Arts Center
Address: 1600 St Michaels Dr, Santa Fe, NM 87505

Questions & Answers Session

City Zoom Video Conferencing:

Join Zoom Meeting

<https://santafenm-gov.zoom.us/j/82478938356>

Meeting ID: 824 7893 8356

One tap mobile

+12532050468,,82478938356# US

+12532158782,,82478938356# US (Tacoma)

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to 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 mandatory for submission of a proposal to this Solicitation.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this Solicitation until the time and date indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions **must** be clearly labeled and **must** cite the Section(s) in this Solicitation or other document that form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, 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/purchasing/solicitations?category=request-for-proposal>

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 AS PER THE FOLLOWING:

VIA EMAIL AT:	Purchasing_RFP@santafenm.gov
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 email until further notice. Refer to Section III.B.1 for instructions. 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 §13-1-116, NMSA 1978, 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 Solicitation.** 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 City reserves the right to select a short-list of Responsible Offerors, and engage with said Responsible Offerors, in a three-phased process leading to the execution of a contract in the form of a Disposition and Development Agreement. The three phases are the (1) Offeror Short-List Phase; (2) the Exclusive Negotiation Agreement Phase with the Selected Offeror; and (3) the Disposition and Development Agreement Phase. Through these phases, the City intends to undertake a process in which the parties engage in a due diligence and negotiation period to ensure the viability of the proposed project, and that the proposed project is in the best interest of the City.

- **Offeror Short-List Phase.** The Offeror(s) on the Short List will be Offeror(s) with high-ranking scores with whom the City seeks to engage in further understanding and clarifying the Offeror(s) proposal and response to the RFP. The Offeror(s) will participate in a presentation and interview phase, in which the City may request additional information from the Offeror(s).

Exclusive Negotiation Agreement Phase (Negotiation Phase). The Final Contract Award in connection with this RFP shall be pursuant to an Exclusive Negotiation Agreement (ENA) with the Selected Offeror. **THE EXECUTION OF THE ENA IS THE FINAL CONTRACT AWARD RELATED TO THIS RFP.**

The Selected Offeror shall pay to the City a single non-refundable fee totaling seven thousand, five hundred dollars (\$7,500). The funds will be used by the City to perform necessary due diligence activities and feasibility analysis during the ENA period with the Selected Offeror.

The ENA will have a term of no more than ten (10) months from the date the Parties execute the ENA to the date the parties enter into a Disposition and Development Agreement (DDA), which may be extended upon approval by the City and pursuant to specific terms that will be stated in the ENA. The ENA will specify the terms, due diligence, feasibility analysis scope of work, and schedule for completing the scope of work, as well as timeframe for finalizing the agreed upon terms for a DDA. If the parties cannot achieve agreement on terms and conditions of the ENA during the Negotiation Period, the City reserves the right to terminate negotiations and start a Negotiation Period with other Offeror(s) who have been ranked for competitive selection.

The commencement of the Negotiation Phase will not represent any obligation or agreement on the part of the City. Obligation will only occur once the parties entered into by a fully executed ENA that has been (i) approved as to form by the City's Legal Department; (ii) approved by the Governing Body after a hearing with due notice; and, (iii) duly executed by the Selected Offeror and the City. If a sale of property is contemplated, a DDA to sell or lease will not be final until the associated ordinance is adopted and the required 45-day referendum period has expired and/or after any referendum against the sale is unsuccessful. See NMSA 1978, Section 3-54-1.

The ENA will indicate the City's intention to dispose of the property, only, with the stated objective of executing a DDA at the culmination of the ENA Term. The terms of a DDA will be informed by the due diligence activities and feasibility assessments performed by the Selected Offeror during the ENA Term. During this term, the Selected Offeror must diligently, competently, and expeditiously comply with all requirements and scope of work pursuant to the RFP and the ENA. Reporting, analysis, and communication requirements from the Selected Offeror to the City related to the scope of work will be identified in the ENA.

If the City or Selected Offeror terminates negotiations either during the Negotiation Period or the ENA Term, whether with or without cause, then neither the City nor the Selected Offeror will have any rights against, or liabilities to, the other, and the Selected Offeror will not be further considered for a future award for this RFP. In addition, the ENA will be terminated if the Selected Offeror does not execute the DDA.

The Selected Offeror will not have permission to enter upon the Site, unless permission is formally granted by the City as a term of the ENA and subject to the

termination section of the ENA. The inclusion of access of the Site, if it occurs, will only indicate that the City has granted permission for the Selected Offeror to enter onto the Site for the limited purposes stated in the scope of work set forth in the ENA, and will not indicate that the City reached any other agreement with the Selected Offeror regarding the Site or the proposed project.

- **Disposition and Development Agreement (DDA) Phase.** At the completion of the ENA due diligence period and upon execution of the DDA, the Selected Offeror shall deposit 20% of the negotiated purchase price or annual lease amount into an escrow account, which shall be applied to the final purchase price or annual lease amount, whichever is applicable. The final purchase price or annual lease amount and all associated transaction fees, and the closing schedule timeframe shall be in the DDA.

The Selected Offeror will be required to commence construction on the Offeror's proposed project or the initial phase of the development program, as applicable, within twelve (12) months from the date of the execution of the DDA, which may be extended upon approval by the City and pursuant to specific terms that will be stated in the DDA.

- **Disposition and Reuse of Furniture, Fixtures, and Equipment (FF&E).** The buildings within the Arts Center contain furniture and fixtures that are to be maintained with the buildings, as some of these assets were designed by the architect of the Arts Center. In addition, there are various types of equipment that were used for arts and educational purposes. The City has conducted a preliminary inventory of the FF&E, which will be made available to the Selected Offeror to be reviewed and assessed as part of the ENA due diligence.

9. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Solicitation, pursuant to §13-1-172, NMSA 1978 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 Solicitation. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal 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 the Protest Manager as indicated in Section I.D.2, Protest Manager.

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 (APPENDIX D), pursuant to the requirements in Section II.C.26.

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 Solicitation 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 Solicitation shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the City which may derive from this Solicitation. The City entering into a contractual agreement with an Offeror 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 subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from The City 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 Solicitation, including proposal prices for services, will be considered firm for three-hundred sixty (360) days after the due date for receipt of proposals.

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: If applicable, 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 Solicitation 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 Solicitation 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 resulting from this Solicitation 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 City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The City requires that all Offerors agree to be bound by the General Requirements contained in this Solicitation. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This Solicitation 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 Procurement Manager or contained in this Solicitation shall be used as the basis for the preparation of Offeror proposals.

15. 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 the Solicitation. 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 §13-1-83 and §13-1-85, NMSA 1978.

16. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, in consultation with the City Attorney's Office, reserves the right to waive minor irregularities, as defined in Section I.F.22. The Evaluation Committee also reserves the right to waive mandatory requirements if all 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.

17. 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.

18. Notice of Penalties

The Procurement Code, §13-1-28 through 13-1-199, NMSA 1978, 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.

19. 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.

20. 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.

21. Ownership of Proposals

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

22. Confidentiality

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

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

23. Electronic mail address required

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

24. Use of Electronic Versions of this Solicitation (RFP)

This Solicitation is being made available by electronic means. In the event of conflict between a version of this Solicitation 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/purchasing/solicitations?category=request-for-proposal>

25. Campaign Contribution Disclosure Form

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

26. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **Do not leave any of the items on the form blank.** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail 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 this Solicitation.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

27. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the 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 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.

28. 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 this 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, a vendor 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.

1. 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.
2. When the City makes a purchase using a formal request for proposal 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 actually 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 actually submitted, if and only if at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

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

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

EXCEPTION: Multiple electronic files may be necessary if there are issues uploading/attaching PDF files.

Proposals must be submitted in the manner outlined below. Technical and Schedule and Economic Analysis portions of Offeror's proposal must be submitted in separate uploads as indicated below in this section, and must be prominently identified as "Technical Proposal," or "Schedule and Economic Analysis Proposal," on the front page of each upload

- a) **Technical Proposals** – One (1) electronic file 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. *Multiple electronic files may be necessary if there are issues uploading/attaching PDF files.*

The Technical Proposals must not contain any cost information.

- i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.8 and detailed in Section II.C.8, Offeror must submit two (2) separate electronic Technical Proposal files, as follows:

- One (1) **unredacted** (def. Section I.F.39) electronic file version of the requisite Offeror's proposal for evaluation purposes; and,
- One (1) **redacted** (def. Section I.F.27) electronic file version for the public file, 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.

- b) **Schedule and Economic Analysis Proposals** – One (1) electronic file upload of the Offeror's proposal containing **ONLY** the Schedule and Economic Analysis Proposal. All information for the Schedule and Economic Analysis proposal must be combined

into a single file/document for uploading. Multiple electronic files may be necessary if there are issues uploading/attaching PDF files.

- i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.8 and detailed in Section II.C.8, Offeror **must** submit two (2) separate electronic Technical Proposal files, as follows:
 - One (1) **unredacted** (def. Section I.F.39) electronic file version of the requisite Offeror's proposal for evaluation purposes; and,
 - One (1) **redacted** (def. Section I.F.27) electronic file version for the public file, 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.

The ELECTRONIC proposal submission must be, as follows:

Email: purchasing_RFP@santafenm.gov
Date: As indicated in Section II.B.6., Submission of Proposal

Submissions cannot be password protected and must be either PDF or Word format. Ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via email by the deadline, will be deemed late. Further, a submission that is not fully complete 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 PROPOSAL SUBMISSIONS SHALL NOT BE ACCEPTED

Any proposal that does not adhere to the requirements of this Solicitation and this Section may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as indicated in this Section.

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

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.

Proposal Content and Organization

Technical Proposal (*File/ Binder 1*):

A. Preface

1. Letter of Transmittal Form
2. Table of Contents
3. Proposal Summary

B. Technical Specifications

1. Organizational Experience
2. Organizational References
3. Oral Presentation – Acknowledgement and Agreement Statement
4. Mandatory Specification
5. Desirable Specification

C. Business Specifications

1. Financial Stability (Financial information considered confidential, as defined in Section I.F.8. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i and Section III.B.2.a.i.).
2. Campaign Contribution Form
3. Local Preferences

D. Other Support Material (if applicable)

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal.

Do not include any Schedule and Economic Analysis Proposal information in the Technical Proposal. Said information shall be included in the Schedule and Economic Analysis Proposal (File/ Binder 2)

Schedule and Economic Analysis Proposal (*Binder 2*):

- A. Narrative of Schedule and Economic Analysis Proposal
- B. Completed Schedule and Economic Analysis Proposal response (APPENDIX C)

All submission or presentation of proposed schedules, financing, or expenses must be incorporated only in the Schedule and Economic Analysis Proposal (File/ Binder #2).

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.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed, for the Evaluation Committee to evaluate and award points accordingly.

A. DETAILED SCOPE OF WORK

This section describes the Scope of Work required of the Offerors.

The City seeks Offerors with the experience and capacity to redevelop the existing buildings and site into a high-quality performance venue that is accessible for local artists, organizations, and groups. The Performing Arts Center should be a place with a range of indoor and outdoor events, programs, activities, and business hours so that it is programmed throughout the year during the day, evening, and weekends.

The developer/ operator will lease the asset to performance arts and cultural organizations that promote community creativity unique to Santa Fe and its communities, as well as regional, national, and global artists that provoke and inspire. The operations will be self-sustaining based upon a model of mixed affordable and market venue rates. In addition, the Selected Offeror will be responsible for the following:

- Develop and implement arts programming that activates the Project site and brings people to Midtown.
- Securing capital for rehabilitation of the existing center, as well as operating costs with the capacity for securing charitable contributions to ensure sustainable operations.
- Assemble a project team with the necessary expertise, experience, and capacity to develop and manage the proposed redevelopment project, such as expertise in real estate finance, planning and predevelopment, design and construction, and property and asset management.
- Develop projected operating budget line items and assumptions, including sources of income generated from the proposed Project.
- Provide a professional and disciplined project management approach in connection with the proposed Project with the objective of ensuring transparent information, project governance, smooth negotiations, and clear communications, as well as risk management and quality control throughout the development process.
- Manage a development process for the commencement and completion of the proposed Project, pursuant to project schedules agreed upon with the City.
- Submit regularly scheduled status reports regarding project development scope, budget, and schedule, as well as operations and asset management.
- Undertake the necessary activities associated with development, including, but not limited to, the planning, design, finance, construction, leasing or purchasing (whichever disposition the City determines is most beneficial to the City and the proposed project), and management of the completed Project.

The Offeror, at their sole expense, shall perform the following:

Development (Mandatory):

a. Due Diligence Activities

- i. Land and building that will include environmental assessments, investigations, reports, and other site, and building inspections, and assessments.
- ii. Undertake any related remediation, mitigation, demolition, or rehabilitation actions pursuant to applicable codes, regulations, and laws for said actions.
- iii. Land valuation assumptions include said due diligence activities and remediation, mitigation, demolition, or rehabilitation actions.

b. Development Approvals

Obtain all regulatory approvals and permits, including, but not limited to, zoning and land use, environmental (if applicable), and construction.

c. Design and Construction

Obtain all necessary governmental permits for the development and construction of the Project. The planning, design and construction of the Project must comply with any applicable land use and zoning codes, environmental reviews, and approvals, and building codes, and be consistent with the Midtown Planning Guidelines and approved Midtown Redevelopment Plans. Must comply with all applicable federal, state, and local laws and regulations, and obtain all appropriate government authorities, including without limitation, the City of Santa Fe, all construction, and ancillary approvals for development at the Midtown Site, including, but not limited to, all required building permits, approvals, and inspections. All costs associated with development approvals for the Project will be the Offeror's responsibilities, along with the following tasks:

- i. *Urban Design and Land Planning.* Prior to the City's disposition of the tracts, parcels, or buildings, the City's Planning Department must review and comment on proposed urban design guidelines with site plans or master plan, accompanied by the complete development program, for the proposed project.
- ii. *Architecture.* Prior to the City's disposition of the building(s), the City's Planning Division must review and comment the Schematic Design for the proposed development, including the development program.
- iii. *Construction Documents.* The final Construction Documents must be submitted to the City's Building Permit Division. The Documents must conform to previous review comments and approvals made by the City.

- iv. *Construction.* The Offeror is responsible for the construction and coordination of all necessary off-site and on-site improvements. The proposal must address responsibility by the Offeror or its tenants for the construction of cores and shells, tenant improvements, and installing fixture, finishes, and equipment, as well as preservation and/or reuse of said fixture, finishes, and equipment.

d. **Environmental Remediation, Demolition and Building Systems – Mechanical, Electrical, Plumbing, Structural (MEPS)**

Offeror is responsible for undertaking environmental site assessments and financing and implementing any remediation and demolition activities to accommodate the proposed uses. The City shall collaborate with the Selected Offeror to identify sources of funding for assessments and remediation, as may be required, and to maximize access and capacity to securing government funding for said activities. The Offeror will recognize in the proposal that the disposition of the property is in an as-is condition.

e. **Taxes, Bond, and Insurance**

- i. *Taxes.* Upon the City's disposition of the land or buildings, the Selected Offeror is responsible for paying all real estate taxes and other taxes associated with the disposition transaction and other development activities at the Site.
- ii. *Bond.* Prior to the disposition, the Selected Offeror must submit performance and payment bonds to the City in an amount generally commiserate with the cost of the Selected Offeror's failure to perform to be negotiated with the City as part of the Disposition and Development Agreement negotiations.
- iii. *Insurance.* The Selected Offeror must acquire, maintain, and provide proof of insurance coverage, including worker's compensation, employer's liability, commercial general liability, and professional liability, at a minimum, during the term of exclusive negotiation agreement while the City remains in control of the Site. The City will establish insurance amounts and terms pursuant to the risk profile of the proposed project and due diligence activities.

f. **Public/ Private Partnership Management and Protocols**

The Selected Offeror shall coordinate and collaborate with the City, as well as with other municipal, state, and federal governmental agencies that have jurisdictional or regulatory authority over any predevelopment and development activities at the Site. The Offeror should have a clear understanding and Project Management tools, including protocols, that will be used to manage public/private partnerships.

As required, the Selected Offeror will coordinate with the City regarding applications or other submissions and documentation in connection with environmental assessments and remediation plans with the relevant regulatory agency(s).

Operations - Property & Asset Management (Mandatory)

The Selected Offeror will be responsible for all property operations, maintenance, security, and other industry standard property and asset management activities. Said responsibilities shall be undertaken and conducted in a highly qualified professional manner to create and maintain an exemplary, welcoming, and safe building and urban environment that promotes a sense of community. Aspects of the Offeror's proposal shall include:

- a. Leasing and Marketing
- b. Property Maintenance & Replacement Reserves
- c. Fiduciary Oversight
- d. Financial Management
- e. Budgeting and Implementation
- f. Asset Management

The Offeror, at their sole expense, should perform the following:

Development (Desirable)

a. Community Engagement

A focus on inclusive, welcoming, fun, and creative community engagement for the arts and cultural community, as well as the public at large. A focus on communities in adjacent neighborhoods, low-income households, Spanish speaking people, Indigenous people, youth, and working families should be considered.

b. Events and Site Activation

A focus on events that activate the site during the development process; and choreograph a tenancy and/or programming scenario that establishes an ongoing active and creative arts and cultural environment.

c. Education Uses

A focus on career paths, internships, and training for residents in arts, cultural, and creative industries. A focus on design-thinking and innovation, and/or film and multimedia production.

d. Film and Multimedia Related Uses

A focus on capitalizing on the expansion of film and multimedia production.

e. Green Building and Sustainable Site Design

A focus on excellence in environmental design and energy and resource efficiency, with an emphasis on energy reduction and water reduction. For example, provide USGBC LEED credits that the development will pursue.

Operations - Property & Asset Management (Desirable)

- a. Mixed-Income Tenant Operating Budget
A focus on sustainable and feasible operating budgets that include market rate and below market rate rents.
- b. Community Programming
A focus on community programming accessible and welcoming to Santa Fe communities
- c. Outdoor Space Activation
A focus on creating a vibrancy at the Midtown District that attracts local communities and future development to achieve the goals within the Midtown Redevelopment Plans.
- d. Green and Healthy Maintenance Procedures
A focus on creating healthy environmental conditions for people.

B. PREFACE (File/ Binder 1)

1. Letter of Transmittal Form

The proposal **must** include the Letter of Transmittal Form (APPENDIX D). The form **must** be completed and must be signed by the person authorized to obligate the company.

2. Table of Contents

The proposal **must** include a Table of Contents that enumerates each section pursuant to Section III.C.1.: Proposal Content and Organization.

3. Proposal Summary

The proposal summaries are to be included to provide the Evaluation Committee with an overview of the proposal and the following information:

- a) *Vision and Goals*. Provide the Offeror's vision and goals for their proposed Project, and an approach for achieving the vision and goals.
- b) *The Project Team*. Include a summary of the Offeror's team, experience, capacity, and qualification, and other information summarizing the proposal.
- c) *Site Plan and Development Program*. Include a conceptual site plan illustrating parcel boundaries addressing open space and site setbacks, parking, and other development elements for the Evaluation Committee to consider. The response should include a conceptual development program with gross square footages.
- d) The Proposal Summary shall not include elements of the Schedule Proposal, or other content that would be considered proprietary or trade secrets that have been provided within the other areas of the Proposal.

- e) The Proposal Summary is to be limited to no more than seven pages to clearly articulate and capture the key elements of the Offeror's response to this RFP.

C. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offerors **must**:

- a) Provide a description of relevant corporate experience with government and private (for-profit and nonprofit) sectors. The experience of all proposed subcontractors must be described, as well.
- b) Thoroughly describe how the Offeror has supplied expertise for similar scopes of work and must include the extent of their experience, expertise and knowledge as a developer and operator of the Project. Proposal should include the Offeror's capacity and experience undertaking the full range of development activities necessary to plan, design, assess, finance, entitle, structure, and construct real estate, as well as procure the necessary project consultant team for professional services. The proposal should include the Offeror's capacity and experience in property and asset management to operate the completed Project including the following: leasing, marketing, maintenance, fiduciary oversight, financial management, operations budgeting and implementation.
- c) Brief Narrative. Attach a description of the roles of each entity of the Project team during development, construction, management, and operations of the Project. Organizational Charts, Staffing Plans, Governance Plans, Roles and Responsibilities Matrixes are encouraged.
- d) Describe opportunities and constraints, and the related success and failure experiences, as a real estate developer and operator on up to three similar projects. If Offerors do not have similar projects to describe their related experiences, then describe anticipated opportunities, risks, and challenges on this Project, and how Offeror plans to address them.

2. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for public and/or private sector clients within the last three to five years.

Offerors are required to submit the Organization Reference Questionnaire (APPENDIX E), to the business references they list. The business references must submit the Reference Form directly to the designee described in APPENDIX E. It is

the Offeror's responsibility to ensure the completed forms are submitted as described in Appendix E.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments. A member or members of the Evaluation Committee may contact any or all business references for validation of information submitted. Additionally, the Agency reserves the right to consider all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility pursuant to Section II.C.15.

Offerors shall submit the following Business Reference information as part of the Organizational References submittal:

- a) Client business entity name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical information – Description of the Scope of Work;
- e) Offeror's staff assigned to the contract work that will be designated to the scope of work pertaining to this RFP; and
- f) Client's contact information (name, title, telephone number, e-mail address).
The client contact should be the project manager or direct point person assigned to the project.

3. Oral Presentation – Acknowledgement & Agreement Statement

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. Mandatory Specification

The following are mandatory specifications for the scope of work involved in this RFP that are required and will be evaluated and awarded points. Points will be awarded to projects that are clearly most beneficial to the City and the development and operation of the proposed project, as determined at the City's sole discretion.

Responses should correspond to the scope of work and must clearly articulate the Offeror's capacity and how they will perform the scope of work and demonstrate their qualifications in performing and completing the scope of work. Provide activities typically associated with Section IV., Scope of Work, Development, including, but not limited to, the planning, design, finance, construction, leasing (and/or selling), and management of the completed Project as outlined below:

Development

a) Due Diligence Activities

- i. Land and building
- ii. Undertake any related remediation, mitigation, demolition, or rehabilitation actions.
- iii. Land valuation.

b) Development Approvals

c) Design and Construction

- i. *Urban Design and Land Planning.*
- ii. *Architecture.*
- iii. *Construction Documents.*
- iv. *Construction.*

d) Environmental Remediation and Building Systems – Mechanical, Electrical, Plumbing, Structural (MEPS)

e) Taxes, Bond, and Insurance

- i. *Taxes.*
- ii. *Bond.*
- iii. *Insurance.*

f) Public/ Private Partnership Management and Protocols

Operations - Property & Asset Management

- i. Leasing and Marketing
- ii. Property Maintenance & Replacement Reserves
- iii. Fiduciary Oversight
- iv. Financial Management
- v. Budgeting and Implementation
- vi. Asset Management

5. Desirable Specification

The following are desirable specifications are not necessarily mandatory to the scope of work involved in this RFP but are desired additional specifications for which the City would like to award additional points.

Offeror's responses should correspond to the scope of work. Offeror should clearly articulate their capacity and how they will perform the scope of work, and demonstrate their qualifications in, and commitment to, performing and completing

the following scope of work during development and operations of the proposed project.

The desirable specifications are informed by input generated from the public engagement process with local communities and represent the City's desire to see them implemented.

- a) Mixed-Income Tenant Operating Budget
- b) Community Programming
- c) Outdoor Space Activation
- d) Green and Healthy Maintenance Procedures

D. BUSINESS SPECIFICATIONS

1. Financial Stability

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

2. Performance Surety Bond

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. A statement of concurrence must be submitted in the Offeror's proposal.

3. Campaign Contribution Disclosure Form - Signed

The Offeror must complete an unaltered Campaign Contribution Disclosure Form (APPENDIX B). and submit a signed copy with the Offeror's proposal. This must be accomplished whether an applicable contribution has been made. Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

4. Local Preferences

Offerors must include a copy of their preference certificate in this section. See Section II.C.28 for additional information. To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **must** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

5. Other Support Materials

Offerors may include additional support materials that directly support and reinforce elements of the Technical Specifications. Offerors should limit collateral Support materials to that which is highly relevant.

E. SCHEDULE AND ECONOMIC ANALYSIS PROPOSAL (File/ Binder 2)

1. Narrative of Schedule and Economic Analysis Proposal

Offeror's proposal **must** include a narrative describing the assumptions and approach to development budget and financing and operating budget and financing.

2. Completed Schedule and Economic Analysis Proposal

Offeror's proposal must include all the pro forma information requested in APPENDIX C, as described below

a) Proforma and Land Valuation

The City will consider either a master lease or purchase disposition and will determine which is most advantageous to the Project and the City in the long term. The Offeror's proposal may consider a purchase payment scenario that ensures the financial stability of the proposed project. The disposition price, either sale or lease, of the City-owned properties, land and/or buildings, at the Site will be negotiated and premised on the appraised value of the property(s).

The City may undertake a financial feasibility analysis and determine land values based on the Selected Offeror's proposed land and/or building uses, development program and the associated financial underwriting, and land valuation assumptions. The land valuation analysis may include the cost of public infrastructure, environmental and site conditions remediation, and other public benefits, including community development objectives generated from the public engagement process, which may affect land value.

Final land sale price or lease cost will be negotiated between the City and the Selected Offeror within the Exclusive Negotiation Agreement phase and executed in the Land Disposition and Development Agreement ("DDA").

b) Operating Budget

The Offeror's Operating Budget showing Income and Expenses will also be used as an underwriting analysis during the land evaluation process. The Operating Budget should include, at a minimum:

- Income: type or name of potential tenants, projected rent payment; grants, and other sources of income; and,
- Expenses: property management and maintenance costs, conceptual common area charges (CAM).

Offerors shall not project City funding subsidies in the Operating Budget. Furthermore, Offerors should consider a mixed-income approach to ensure that there are spaces affordable to community arts and culture organizations, as part of the community arts stabilization objective, as well as market-rate spaces to ensure internal cross-subsidies to maintain and sustain a feasible long term operating budget.

In addition, the Operating Budget should include payment into operating and replacement reserves. Any funds generated from operations would be placed into an operating reserve to fund additional community programming.

c) Development Cost & Financing

The Selected Offeror is solely responsible for identifying and securing sources of financing for the proposed project. Provide a detailed Sources and Uses Total Development Cost (TDC) proforma, with a predevelopment budget (pre-construction). The City recognizes that the TDC budget is preliminary. However, the Offeror should indicate its capacity to secure funding, including charitable contributions, predevelopment loans, owner financing, permanent financing, and other sources to complete and operate the proposed project. Please note that City cash funding should not be included other than as part of the land valuation in the TDC, or as otherwise stated within this RFP.

The Selected Offeror is responsible for developing and implementing a financial structure and securing financing for the proposed project, including predevelopment costs, such as legal, planning, design, engineering, environmental, entitlement fees, and related consulting and professional services expenses; development costs of demolition, grading, site preparation, environmental remediation, installation and construction of off-site and on-site infrastructure and utilities, as may be applicable, as well as any proposed public amenities.

Residual Land Value. The Development Cost Proposal proforma must indicate a proposed land value and supporting calculation for the proposed sale or lease pricing of the property. The City recognizes that the proposed value is not final and will be further informed during the due diligence process under the ENA period and pursuant to an executed DDA.

Potential Incentives. The Selected Offeror is encouraged to coordinate with the Office of Economic Development regarding Opportunity Zone and other federal, state, and local incentive and investment programs. Land valuation, and the final land price or lease cost, will be negotiated with the City during the disposition and development process to maximize the economic value of the land toward achieving the Midtown Plans, inclusive of community development and public policy objectives.

Property As-Is Condition. The City is offering this Property in an as-is condition. The City is currently conducting building assessments on some buildings at the Midtown Site to identify critical building systems (mechanical, electrical, plumbing, structural) and code issues. In addition, The City conducted initial utility infrastructure studies for purposes of developing the master plan for the Midtown Property. Any assessments and reports that the City has for the parcel related to this RFP will be made available to the Finalist Offerors. Additional assessments shall be the sole responsibility of the Selected Offeror, which may be conducted during the ENA term.

City Grant Funds for Public Programming. The City contemplates (to be determined, and not guaranteed, at the discretion of the City) providing annual funding to defray the costs of public programming to activate the site during the Exclusive Negotiations Agreement period. The Offeror's Development Cost Proposal should include a budget for public programming purposes during this period.

d) Schedule

The Selected Offeror will be solely responsible for project management of the proposed project. Provide a detailed Schedule showing standard development line items for predevelopment. i.e. from commencement to full-build-out and occupancy. The City recognizes that the schedule is preliminary. However, the Offeror should indicate its professional capacity to manage scope of work critical paths and all the tasks associated with real estate development from project conception to completion.

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 Offerors proposals by sub-category and correspond directly to Section IV: Proposal Content Specifications.

TABLE 1: Evaluation Factors Points Summary

EVALUATION FACTORS	Points Available
TECHNICAL PROPOSAL	
B. Preface	
B.1 Letter of Transmittal Form	Pass/Fail
B.2 Table of Contents	1
B.3 Proposal Summaries	10
C. Technical Specifications	
C.1 Organizational Experience	20
C.2 Organizational References	10
C.3 Oral Presentation (<i>Finalists</i>)	10
C.4 Mandatory Specification	15
C.5 Desirable Specification	13
D. Business Specifications	
D.1 Financial Stability	Pass/Fail
D.2 Performance Surety Bond	Pass/Fail
D.3 Campaign Contribution Disclosure Form (Signed)	Pass/Fail
D.5 Other Support Material	1
E. Schedule and Economic Analysis	
E.1 Narrative of Schedule and Economic Analysis	5
E.2 Completed Schedule and Economic Analysis Proposal	15
TOTAL	100 points
D.4 Local Preference (Section IV.C.28)	60

B. EVALUATION FACTORS

1. B.1 Letter of Transmittal Form

Pass/Fail only.

2. B.2 Table of Contents (See Table 1)

The proposal **must** include a Table of Contents that enumerates each section pursuant to Section III.C.1.: Proposal Content and Organization.

3. B.3 Proposal Summaries (See Table 1)

Points will be awarded based on the thoroughness, clarity, and validity of the response of the vision and goals, project team, site plan and development program, as well as the depth, relevancy, and quality of the experience. The proposal should not include elements of the Schedule Proposal and should not be more than seven (7) pages.

4. C.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness, clarity, and validity of the response of the engagements and experiences cited, as well as the depth, relevancy, and quality of the experience. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

5. C.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.15.

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, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are required all Offerors will receive the same amount of total points for this evaluation factor.

7. C.4 Mandatory Specifications (See Table 1)

Points will be awarded based on the thoroughness, clarity, and validity of the response, including the proposed development plan and program, regarding the

capacity and qualifications of the Offeror to undertake and complete the scope of work.

Points will be awarded to projects that are clearly most beneficial to the City and the development and operation of the proposed project, as determined at the City's sole discretion.

8. C.5 Desirable Specifications (See Table 1)

Points will be awarded based on the thoroughness, clarity, and validity of the response regarding the capacity and qualifications, as well as commitment, of the Offeror to undertake and complete the scope of work.

9. D.1 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

10. D.2 Performance Bond (See Table 1)

Statement of Concurrence Pass/Fail only. No points assigned.

11. D.3 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

12. D.4 Local Preference

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

To qualify for a local preference, a vendor 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. Local Preference Qualification

To qualify for a local preference, a vendor 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.

1. 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.

2. When the City makes a purchase using a formal request for proposal 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 actually 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 actually submitted, if and only if at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

13. D.5 Other Support Material (See Table 1)

14. E.1 Narrative of Schedule and Economic Analysis Proposal (See Table 1)

Points will be Awarded based on the viability of the financial underwriting assumptions and the demonstration of the Offeror to secure the financing and undertake the schedule as proposed.

15. E.2 Completed Schedule and Economic Analysis Proposal (See Table 1)

Points will be awarded based on presenting a clear and comprehensive approach to financing the proposed project, land valuation that represents a connection between the proposed operating budget, capital development budget, and an understanding of market appraised value for the property's highest and best use, while considering community development benefits outlined in this RFP and the Midtown Plans. Points will also be awarded based on the proposed schedule, with priorities toward projects that proceed upon Contract Award with short-term completion dates.

C. EVALUATION PROCESS

1. All 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 Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II. C.15.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in this Section V. The responsible Offeror with the highest scores will be selected for the short list, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the City, as determined by the City, and taking into consideration the evaluation factors in Section IV, will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of the overall score.

APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM

**APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM**

Solicitation (RFP) #: 23/16/P

This Acknowledgement of Receipt Form should be signed and submitted no later than as indicated in Section II.A. Sequence of Events. 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 Proposal, 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 Proposal.

ORGANIZATION:_____

CONTACT NAME:_____

TITLE:_____

PHONE NO.:_____ E-MAIL:_____

ADDRESS:_____

CITY:_____ STATE:_____ ZIP CODE:_____

Submit Acknowledgement of Receipt Form to:

To: Central Purchasing
Email: Purchasing_RFP@santafenm.gov
Attention: Redevelopment of the Midtown Performance Arts Center, RFP #: 23/16/P

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX B CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Solicitation (RFP) #: 23/16/P

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), 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 Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 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 [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] 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

SCHEDULE AND ECONOMIC ANALYSIS RESPONSE FORM

APPENDIX C
SCHEDULE AND ECONOMIC ANALYSIS RESPONSE FORM

The City does not have specific form or format for the **Offeror's Schedule and Economic Analysis** response, except as otherwise provided in this RFP Section IV: Proposal Content Specifications: Schedule **and Economic Analysis** Proposal.

APPENDIX D

LETTER OF TRANSMITTAL FORM

APPENDIX D
Letter of Transmittal Form

Solicitation (RFP) #: 23/16/p

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.26). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

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

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

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

3. Use of subcontractors (Select one):

☐ No subcontractors will be used in the performance of any resultant contract, OR

☐ The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

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

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

_____, 20____

Authorized Signature and Date

(Must be signed by the individual identified in item #2.A, above.)

APPENDIX E

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

Businesses/Organizations providing references may be contacted for validation of content provided therein.

For inclusion in the evaluation process, the Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference shall submit its response to the Organizational Reference Questionnaire, as follows:

Email: Lee Lodston at lrlogston@santafenm.gov
Due Date: As indicated in Section II.A. Sequence of Events

**APPENDIX E
ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

Solicitation (RFP) #: 23/16/P

(Insert Name of Offeror Entity)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the City of Santa Fe via e-mail at the following address: lrlogston@santafenm.gov

Forms must be submitted no later than the date of February 3, 2023, by 3:00pm MST..

This Questionnaire must not be returned to the entity requesting the reference.

References are strongly encouraged to provide comments in response to the entity's ratings.

For questions or concerns regarding this form, please contact:

Procurement Manager: Lee Logston

Email: lrlogston@santafenm.gov

When contacting the Procurement Manager, include the Solicitation (RFP) number listed at the top of this page.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description;	
Project dates (starting and ending);	
Type of reference (e.g. finance, legal, development, operations, government official, community member, other)	

QUESTIONS:

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

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

COMMENTS:

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

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

COMMENTS:

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

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

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

APPENDIX F
NON-COLLUSION AFFIDAVIT

**APPENDIX F
NON-COLLUSION AFFIDAVIT**

Solicitation (RFP) #: 23/16/P

Offeror to complete, sign and submit with the proposal.

I hereby affirm that: I am the _____ (insert title) and
the duly authorized representative of _____
(insert entity's name) whose address is _____; and, that
I possess the legal authority to make this affidavit on behalf of myself and the entity 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 G
CONFLICT OF INTEREST

APPENDIX G CONFLICT OF INTEREST CERTIFICATION

Solicitation (RFP) #: 23/16/P

Offeror to complete, sign and submit with the 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 Developer and Operator entity, 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 entity and/or known key personnel needs to describe the conflict.

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

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

CERTIFICATION

I, _____ certify that I/we have no personal or financial interests and no present employment or activity which would be incompatible with this organization's/firm's participation in any activity related to this Solicitation or execution of the contract awarded or to be awarded in connection with the redevelopment of the Midtown Site, Santa Fe, New Mexico ("Project" for purposes of this Conflict of Interest Certification). For the duration of this firm's involvement in the Project contract, this entity 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 this Project.

I certify that this entity will keep all Project contract information confidential and secure. This entity 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 Project contract. I understand that if this entity leaves this Project contract before it ends, this entity must keep all Project contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the Project contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties.

If I or another person within this entity either learns or has reason to believe that any person who has access to the Project contract confidential information has or intends to disclose that information in violation of this agreement, I agree to immediately contact and advise the City of Santa Fe, as follows:

Name: Joann Lovato, Protest Manager
Address: City, of Santa Fe, Purchasing Division (Agency)
200 Lincoln Avenue, Room 222
Santa Fe, New Mexico 87505
Email: jdlovato@santafenm.gov

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

Entity Name

Authorized Representative Name/Title

Phone #

Fax #

Email

Signature

Date

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

APPENDIX H
LIVING WAGE ORDINANCE



City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2022 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$12.95 PER HOUR

The Santa Fe Living Wage Ordinance establishes minimum hourly wages. The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).

Who is Required to Pay the Living Wage?

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

More Information, including the Living Wage Ordinance, is available at
www.santafenm.gov/living_wage_information