

**The City of Santa Fe  
Purchasing Division  
AND  
Parks Division**

**REQUEST FOR PROPOSALS (RFP)**

**Golf Course Management Services**



**RFP#**  
**23/47/P**  
Commodity Codes 98831, 65023

RFP Release Date: April 25, 2023

Proposal Due Date: June 1, 2023

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

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# **I. INTRODUCTION**

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

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish a monthly management fee through competitive negotiations for operations and management of the Marty Sanchez Links de Santa Fe (MSL) golf, retail, and restaurant/bar/catering service offerings.

## **B. BACKGROUND INFORMATION**

The City of Santa Fe owns and operates the MSL. The mission of the MSL is to serve a wide demographic of golfers and steward the resources that make this possible. The MSL has been recognized as an outstanding municipal facility since its inception in 1998.

Both golf courses were designed by Baxter Spann. The clubhouse is designed in the traditional Northern New Mexico Pueblo Adobe style. The facilities include a diversity of amenities such as 7,200 yard 18-hole championship golf course, a nine-hole executive golf course (Great 28), an all-grass golf practice area, 10,000 sq. ft. practice putting green, practice bunker area, a private teaching area, restaurant, and golf shop. The City operates the facilities using a combination of City of Santa Fe (City) employees, temporary employees, and operating leases. The City of Santa Fe is responsible for all activities at the MSL. All green fees and cart fees have been and will continue to be set and approved by the City of Santa Fe Governing Body based on the recommendations of the Golf Course Manager.

Thirteen golf tournaments are currently scheduled for 2023. Each year the golf course has hosted The Fore Kids Benefit Tournament and at least one round of the Santa Fe City Championship. The annual golf rounds for 2022 were 37,779. The total food and beverage sales for 2022 were \$300,198.54, range fees and club/pull cart rentals were \$130,457.31, and total golf shop retail sales were \$327,309.19 for the same year. The City has provided internet connectivity, computers, and phone systems for the clubhouse in the past.

Teesnap, the current point-of-sale system, has been paid for through the end of December 2023. It will be a requirement of the contractor to use this system until it expires. The contractor will subsequently have the ability to continue to use Teesnap or install and use a different point-of-sale system. It offers F&B, retail, tee time management, online booking, customer database information, and associated email marketing features.

## C. SCOPE OF PROCUREMENT

The City of Santa Fe is seeking a contractor to manage all operations for golf and restaurant services. The goal of this RFP is to select a contractor who will consistently deliver an elevated standard of service to patrons.

Operations Include the contractor to manage all facets of the MSL which includes all the below:

- One 7,200 yard, 18-hole championship golf course.
- One 9-hole executive course (Great 28)
- One 20+ station, all grass practice facility with putting green.
- All grass, private 10-station teaching tee box – back of range.
- One 10,000 sq. ft. practice putting green.
- One practice chipping green – back of range
- One practice pitching green – back of range.
- One practice bunker area – back of range
- Restaurant (seats 40)
- Bar (seats 7)
- Turn/Snack bar window.
- Food and Beverage cart
- Golf shop/Retail
- Catering Operation
- Lessons
- Tournament Management
- GHIN Management

The result of this RFP will be a single contract award. This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively. The term of this agreement will be for a maximum period of 4 years from the date of the final signature. The City of Santa Fe reserves the right to cancel the agreement at any time.

## D. PROPOSAL DESIRABLES

**As a proposal alternate #1**, Contractor may propose to also perform turf management to supplement the capacity and capability of bargaining unit employees. This includes but is not limited to provision of staff, machines, application of fertilizers, operation and maintenance of irrigation systems, greens core aerification, greens verticutting, tee box and fairway core aerification, integrated pest management, and other turf management practices needed to maintain and improve the golf course so it is in peak playing condition for each time of year.

A list of turf equipment from the City available for use is in Appendix H. The City will continue to maintain the potable water system, effluent water system, applicable permits, and other basic utilities on the property without cost to the Contractor. The

approximate annual budget for maintenance not including staff compensation is \$500,000.

**As an additional proposal alternate #2**, Contractor may propose to perform marketing for the golf course to supplement the capacity and capability of bargaining unit employees. This includes but is not limited to the provision of print and video advertising, promotional materials, email newsletters, public relations, website maintenance, and social media content.

## E. PROCUREMENT MANAGER

Santa Fe Parks Division has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and email address are listed below:

Name: Jonathan Weiss

Telephone: 505-629-2410

Email: [jwweiss@santafenm.gov](mailto:jwweiss@santafenm.gov)

2. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Office ([purchasing\\_RFP@santafenm.gov](mailto:purchasing_RFP@santafenm.gov)).

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

3. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.14.** 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 this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

Travis Dutton-Leyda – CPO

Purchasing Officer

City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

## F. PROPOSAL SUBMISSION

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

## H. DEFINITION OF TERMINOLOGY

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

1. **“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this contract.
2. **“Award”** means the final execution of the contract document.
3. **“Business Hours”** means 8:00 AM through 5:00 PM MST/MDT, whichever is in effect on the date given.
4. **“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. **“COGs”** Cost of Goods
12. **“Department”** means the Requesting Department sponsoring this Procurement.



13. **“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.
14. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” to identify a desirable or discretionary item or factor.
15. **“Electronic Submission”** means a successful submittal of Offeror’s proposal.
16. **“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers and other electronic devices. The electronic version/copy can only be uploaded to ShareFile.
17. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
18. **“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(s) proposals.
19. **“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.
20. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
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. **“Monthly Rate/Fee”** means the proposed fully loaded maximum monthly rate that includes travel, per diem, fringe benefits, and any overhead costs for contractor personnel.
24. **“MSL”** means Marty Sanchez Links de Santa Fe Golf Course complex which includes:
  - i. One 7,200 yard, 18-hole championship golf course.
  - ii. One 9-hole executive course (Great 28)
  - iii. One 20+ station, all grass practice facility with putting green.
  - iv. All grass, private 10-station teaching tee box – back of range.
  - v. One 10,000 sq. ft. practice putting green.
  - vi. One practice chipping green – back of range
  - vii. One practice pitching green – back of range.

- viii. One practice bunker area – back of range
- ix. Restaurant (seats 40)
- x. Bar (seats 7)
- xi. Turn- between 9's snack bar window.
- xii. Food and Beverage cart
- xiii. Golf shop/Retail
- xiv. Catering Operation
- xv. Lessons
- xvi. Tournament Management
- xvii. GHIN Management

25. **“Offeror(s)”** is any person, corporation, or partnership who chooses to submit a proposal.
26. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to the City of Santa Fe, a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
27. **“Procurement Manager”** means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s).
28. **“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.
29. **“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 RFP) blacked-out BUT NOT omitted or removed.
30. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
31. **“Requesting Department”** means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.
32. **“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.
33. **“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.

34. **“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, concurs with this process, and accepts the determination of the Chief Procurement Officer in such cases.
35. **“Slow Season”**, which is November through February,
36. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
37. **“State (the State)”** means the State of New Mexico.
38. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in the Offerors proposal. (E.g., “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
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.

## **I. PROCUREMENT LIBRARY (Including Drone and Weblinks)**

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

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

<https://santafenm.gov/finance-2/purchasing-1/solicitations>

It is highly recommended that offerors view the below links for useful background information about MSL.

Other relevant links:

**Golf Course RFP Website:** [CLICK HERE](#)

**Video Walk-through of Clubhouse:** [CLICK HERE](#)

**Drone Fly over of each Championship hole:** [CLICK HERE](#), then scroll down to the appropriate hole and click “flyover”.

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	April 25, 2023
2. Acknowledgement of Receipt Form	Potential Offerors	May 11, 2023
3. Pre-Proposal Site Visit	Requesting Department	May 11, 2023
4. Deadline to submit Written Questions	Potential Offerors	May 15, 2023
5. Response to Written Questions	Procurement Manager	May 17, 2023
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>June 1, 2023</b>
7.* Proposal Evaluation	Evaluation Committee	June 2 – June 8, 2023
8.* Selection of Finalists	Evaluation Committee	June 9, 2023
9.* Best and Final Offers	Finalist Offerors	June 12, 2023
10.* Oral Presentation(s)	Finalist Offerors	June 15, 2023
11.* Finalize Contractual Agreements	Requesting Department/Finalist Offerors	June 23, 2023
12.* Contract Awards	Requesting Department/ Finalist Offerors	June 28, 2023
13.* Protest Deadline	Central Purchasing Office	+15 days

\*Dates indicated in Events 8 through 14 are estimates only and may be subject to change without necessitating an amendment to the RFP.

### B. EXPLANATION OF EVENTS

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

## 1. Issue RFP

This RFP is being issued on behalf of The Parks Division on the date indicated in Section II.A, Sequence of Events.

## 2. Acknowledgement of Receipt Form

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

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

## 3. Pre-Proposal Site Visit

### **NON-MANDATORY \* BUT HIGHLY RECOMMENDED SITE VIST**

A pre-proposal Site Visit will be held as indicated in Section II.A, Sequence of Events, beginning at 3:00 PM MDT, via TEAMS [Click here to join the meeting](#). **The option to attend the site visit in person is also an available option. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered unofficial until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

## 4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 3:00 MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

## 5. Response to Written Questions

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

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

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

## 6. Submission of Proposal

Currently, 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 VIA UPLOAD <https://cityofsantafenm.sharefile.com/r-r6a199d2a98094545a0fc75efdb971f9b>. NO LATER THAN **3:00 PM** MST/MDT ON **THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS.** **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** Note: The date and time of receipt will be recorded on each proposal. The time and date when our office receives the emailed proposal will be used, not the time and date when the proposal is sent.

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

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §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 Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

## 7. Proposal Evaluation

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

## **8. Selection of Finalists**

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

## **9. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

## **10. Oral Presentations**

Finalist Offerors, as selected per Section II.B.10 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (GoToMeeting, Zoom, etc.). The Department will provide Finalist Offerors with applicable details. This will be held either in person or via Teams. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and Central Purchasing Office.

## **11. Finalize Contractual Agreements**

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

## **12. Contract Awards**

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

## **13. Protest Deadline**



Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. 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 this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda – CPO  
Purchasing Officer  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87501  
505-629-8351  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

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

## **C. GENERAL REQUIREMENTS**

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

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

### **2. Incurring Cost**

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

### **3. Prime Contractor Responsibility**

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

#### 4. Subcontractors/Consent

The use of subcontractors **will** be allowed. The prime contractor shall be responsible for the entire performance of the contractual agreement whether or not subcontractors are used. The prime contractor will be responsible for ALL expenses associated with the subcontractor, which includes wages and benefits. Additionally, the prime contractor must receive approval, in writing, from The Department awarding any resultant contract before any subcontractor is used during the term of this agreement. A list of proposed contractors/job titles should be submitted at the time of submission of proposal. The City also acknowledges that this list could change over the term of the contract.

#### 5. Amended Proposals

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

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

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

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

#### 7. Proposal Offer Firm

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

#### 8. Disclosure of Proposal Contents

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

- a. ***Proprietary and Confidential information is restricted to:***
  1. confidential financial information concerning the Offeror's organization; and

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

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

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

## **9. No Obligation**

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

## **10. Termination**

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

## **11. Sufficient Appropriation**

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

## **12. Legal Review**

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

## **13. Governing Law**

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

## 14. Basis for Proposal

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

## 15. Contract Terms and Conditions

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

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

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

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

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

## 16. Offeror's Terms and Conditions

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

## **17. Contract Deviations**

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

## **18. Offeror Qualifications**

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

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

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.22. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

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

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

## **21. Notice of Penalties**

The Procurement Code, §§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.

## **22. Department Rights**

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

## **23. Right to Publish**

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

## **24. Ownership of Proposals**

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

## **25. Confidentiality**

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

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

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

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

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

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

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

The offeror **must** complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless of whether a

covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

## 29. Letter of Transmittal

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

The Letter of Transmittal **MUST**:

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

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

## 30. Disclosure Regarding Responsibility

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

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



that which is the normally possessed by a prudent person in the ordinary course of business dealings.

- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

### **31. Local Preferences**

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally, when possible, pursuant to Ordinance and 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 Proposals process and the contract is awarded based on a point-based system, the City shall award additional points equivalent to 6% of the total possible points to a local resident business. 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.

**32. Living Wage**

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

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

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

##### 1. ELECTRONIC SUBMISSION ONLY Responses

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

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

a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with Section III.C.1. **Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. The Technical Proposals **SHALL NOT** contain any cost information. **Name the file as such, RFP Number – Company Name – Technical** (e.g., ##-##-P - Acme Corp – Technical)

i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files. Name the files accordingly:**

- One (1) ELECTRONIC version of the requisite proposals identified above as **unredacted** (def. Section I.F.34) versions for evaluation purposes (example file name, ##-##-P - Acme Corp – Unredacted Technical); and
- One (1) **redacted** (def. Section I.F.25) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file. (Example file name, ##-##-P - Acme Corp – Redacted Technical)

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

The ELECTRONIC proposal submission must be fully submitted on:

**<https://cityofsantafenm.sharefile.com/r-r6a199d2a98094545a0fc75efdb971f9b>** by the submission deadline in Section II.B.6. Submissions cannot be password protected and **must be a PDF format**. ***The Offeror must ensure to allow adequate time for large PDF files***

*(uploads/attachments) in order to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via the submission link by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.*

### **LATE PROPOSALS WILL NOT BE ACCEPTED**

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

## **B. PROPOSAL FORMAT**

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

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

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

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Response to Contract Terms and Conditions (from Section II.C.15)
- D. Offeror's Additional Terms and Conditions (from Section II.C.16)
- E. Response to Specifications
  - 1. Organizational Experience
  - 2. Project Approach
  - 3. 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, the selected vendor must be in good standing financially with the State of New Mexico and the City of Santa Fe, per Section III.B.1.i)
  - 4. Local Preferences (if applicable)
- F. Required Attachments
  - 1. Non-collusion Affidavit (APPENDIX F)
  - 2. Conflict of Interest (APPENDIX G)

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.

A Proposal Summary may be included in the Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

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. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

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

## C. Cost Proposal

### 1. Completed Cost Response Form (APPENDIX C)

NOTE: When calculating the separate monthly management fee, the below must be taken into account. This management fee will be the totality of compensation from the City of Santa Fe. The awarded contractor will be responsible for all associated costs and expenses of operating with the below revenue centers of the MSL, which includes all staffing and hiring decisions for the staff. Contractor staff will not be on the City's payroll. In addition to the monthly rate that the contractor will negotiate, the contractor will also receive all revenue and profit generated from:

- Restaurant (40 seats)
- Bar (7 seats)
- Turn between 9's/snack bar window.
- Roaming food and beverage cart
- Golf shop/Retail
- Rentals of Golf Clubs
- Pull Cart Rentals
- Catering Operation
- Lessons
  - Private, all grass 10 station teaching tee with bunker and putting green.
- GHIN Handicap Management
- Tournament Service Fee Revenue
- Range fees
  - All Grass Driving Range (20+ Stations Main Range)
  - One private 10 station, all grass teaching tee with bunker and putting green.

### 2. **Note: ALL revenue generated from All Daily and Tournament Green Fees and Cart rental will be received by the MSL and the City of Santa Fe. The Green Fees and Cart Rental Fees are approved by the City of Santa Fe Governing Body.**

## IV. SPECIFICATIONS

### A. DETAILED SCOPE OF WORK (SOW)

The scope will incorporate management of all facets required to operate the current facilities at the MSL. The awarded vendor will be responsible for all staffing, payroll, benefits (F&B) Food and Beverage costs, and costs of goods (COG) for retail. Beginning January 1, 2024, the vendor will also be responsible for the costs of the software to manage the tee sheet and provide revenue reporting for the City for green fees and cart rental. The vendor will be responsible for creating an F&B, catering menu, and a retail product mix that will be approved by the City for the patrons of the MSL. A governmental liquor license is available from the City. The awarded contractor will be responsible for staffing the catering services for events at the MSL. The scope also includes facility maintenance for all physical structures in coordination with the City's Golf Manager and Project Manager.

#### 1. Goals

The goal of this RFP is to select a contractor who will provide all staff and consistently deliver an elevated standard of service to patrons in the following areas:

1. manage golf and all food & beverage/bar and catering operations.
2. provide facility maintenance and minor renovations as needed, approved repairs will be reimbursed to the contractor.
3. manage fleet of 75 (E-Z-GO), model Elite electric golf carts leased by the City utilizing a dedicated mechanic to be hired by the contractor, and labor will be covered by the City of Santa Fe. Cart chargers, and electricity are provided by the City. Chargers and electricity are provided without additional cost to the vendor.
4. Provide all types of lessons that encompass all demographics, skill sets, and ages.
5. Management/Maintenance of the Range and Private Practice Area
6. Tournament Management
7. Handicapping/Management Indexing
8. Golf Club Rentals and Pull Cart Rentals
9. Augment turf management to supplement the capacity and capability of bargaining unit employees (**optional as a proposal alternate**)
10. Augment marketing support to supplement the capacity and capability of bargaining unit employees (**optional as a proposal alternate**)

#### 2. Deliverables

As part of the Scope of work, the Contractor will be required to provide the following deliverables:

1. Monthly reporting: a.) number of golf rounds, b.) cart rental revenue, c.) golf round revenue, d.) merchandise/retail sales revenue, e.) food and beverage/bar sales revenue, f.) catering revenue g.) alcohol sales revenue, h.) rental club revenue, i.) lesson revenue, j.) GHIN Management.
2. Quarterly reporting: renovation and facility maintenance performed.
3. Semiannual reporting on a) facility maintenance and renovation plans.
4. Semiannual reporting on turf conditions and golf course improvement projects and

- plans (If turf management proposal alternate is selected)
5. Semiannual reporting on marketing activities and plans (If marketing proposal alternate is selected)

## **B. TECHNICAL SPECIFICATIONS**

### **1. ORGANIZATIONAL EXPERIENCE (Maximum 200 Points)**

Offeror **must**:

- a) Must describe in detail your management operations plan. Must include example financial reports, a detailed, narrative report of each service you intend to provide to the City within each of the following: golf operations including a retail plan, food & beverage operations including a sample menu(s), marketing operations (if proposal alternate is picked up), and turf management (if proposal alternate is picked up). For the organization's approach to providing these services and proposed outcomes/deliverables for each program activity, describe your activities. Please identify any potential obstacles to meeting the expected goals, such as changes in market conditions, and describe how your organization will adjust your services in response to those changes.
- b) All respondents must submit a proposal that includes a revenue allocation structure for the Golf Course including the compensation structure for the Offeror. A graduated payment schedule could be adjusted to offset significant capital commitments if proposed or contemplated. The offeror shall maintain and provide to the City monthly and annual operating statements reflecting net operating income. It is also expected that the operator will have the financial capacity to operate the course during the "slow season," which is November through February, without the need for financial support from the City.
- c) In addition to the monthly payment, the offeror shall be required to make a monthly payment to a Replacement Reserve Fund based on a percentage of monthly revenue for all revenue centers which includes Green Fees and Cart Rentals and all revenues allocated to the awarded contractor. The percentage will be set at two percent (2%) for the term of the contract. This will be utilized to make repairs to/replace City-owned equipment, buildings, and fixtures utilized by the offeror. For 2022 revenue by month and revenue center, see APPENDIX O.
- d) Must provide a detailed description of relevant corporate experience pertaining to golf management service with municipal public, private and semi-private golf facilities. Give as much focus on municipal/public courses as possible. The narrative must thoroughly describe how the Offeror has supplied services for an 'MSL' type of golf course as described in the RFP. The experience of all proposed subcontractors and their duties and job responsibilities must be described along with the number of proposed personnel.

- e) Must provide a detailed organizational chart of all positions Offeror proposes to use onsite at MSL in performance of the resulting contract, should Offeror be awarded. The offer must include each key position's required education, work experience, relevant certifications/licenses, and credentials. Required positions include a Head Golf Professional who is a PGA Class "A" member and a Merchandizer who has previous experience in golf shop retail sales. If the Turf Management proposal alternate is selected, it is a requirement that the Offeror include a golf course superintendent who is CGCS certified through the GCSAA.
- f) Must describe at least (3) three project successes and (3) three projects that presented challenges to both your organization and the golf course operation. Must include how each experience improved the Offeror's services and approach to the future projects.

## **2. ORGANIZATIONAL REFERENCES (Maximum 50 Points)**

Points will be awarded to the offeror based on the ability to provide a minimum of three (3) references. These three (3) references must have similar scopes of work as listed in this RFP. Their contact information should include primary contact name, organization, email address, phone number, and address. If three (3) references are not provided, then 50 points will be prorated based on how many references are submitted.

## **3. MANDATORY SPECIFICATIONS (Maximum 200 Points)**

- Must provide projected staffing levels and key personnel needed to operate MSL based on different times of year and levels. All staffing and associated costs will be the responsibility of the selected contractor.
- Must provide a Retail Product Mix and plan for implementation that includes a pricing model and considering the demographics of the City and County of Santa Fe. An explanation is needed of why certain vendors are selected within the proposed Product Mix. Offeror will be responsible for all costs associated with Retail. Including a standard handicapping system.
- Must provide a proposed sample Food and Beverage/Bar and catering menu with Prices (similar to APPENDIX K and L). These menu and catering prices will consider the demographics of the City and County of Santa Fe. Must provide the name of the vendors that will supply the Food and Beverage. The final menu must be approved by the Golf Course Manager. The offeror will be responsible for all costs and expenses associated with Food and Beverage/Catering. If specialized F&B equipment is requested to be used that is not listed in APPENDIX I, the Golf Course Manager must approve the equipment. The awarded contractor will be responsible for the upkeep and needed repairs of the specialized equipment and for general maintenance and repairs of other F&B equipment.



- Must include a sample of different types of tournaments that have been done by the offeror and how they will include integrating the demographics of the City and County of Santa Fe.
- Must include a proposed plan of Lessons and how to interact with all levels of Golfers and a long-term plan of introducing the game of golf to all age groups and demographics. Must include a proposed plan for reporting lesson revenue.
- Must include a plan to manage the 75 Carts in the fleet. The acquisition of and compensation for the fleet mechanic will be the responsibility of the awarded contractor.
- Must include a plan on how the selected contracted vendor will interact with key City of Santa Fe Staff. City Golf Manager, City Parks Project Manager.
- All offerors must submit a monthly fee proposal based on the activity at the MSL, based on submitted historical data considering current and additional revenue streams from the other revenue departments. Offeror must also provide a revenue allocation structure for the Golf Course including the compensation structure for the Offeror.

## **C. BUSINESS SPECIFICATIONS**

### **1. Financial Stability (Pass/Fail)**

The Evaluation Committee will evaluate whether the Offeror demonstrates financial stability and submits the required organizational documents. The Evaluation Committee will weigh whether the organization has the capacity to fulfill the responsibilities inherent to the city's contracting process. In addition, the City will also perform a debarment check of the offeror from the City and the State of NM

Offeror must  
provide:

- a) Documentation that it is duly organized in accordance with State or local law and is in good standing with any state authorities such as the Public Regulation Commission (e.g. Articles, Bylaws, and Certificate of Good Standing for a Corporation; Articles, Operating Agreement, and Certificate of Good Standing for a Limited Liability Company; partnership agreement and certificate of limited partnership for a partnership);
- b) For non-profit organizations, proof of 501(c) (3) tax status and list of current board members.
- c) Copy of most recent financial audit statement for the previous 3 fiscal years along with a current Dunn & Bradstreet report

## 2. Performance Surety Bond (Pass/Fail)

If not available at the time of the proposal due date, the offeror must submit a letter of concurrence that they will provide the Bond. The letter of concurrence will satisfy the Pass/Fail requirement.

If required, Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Department 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 Department at the time of the contract award. **A Statement of Concurrence, as defined in Section I.F.37, must be submitted in the Offeror's proposal.**

## 3. Letter of Transmittal Form (Pass/Fail)

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to oblige the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.**

## 4. Campaign Contribution Disclosure Form (Pass/Fail)

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

## 5. Required Insurance (Pass/Fail)

If not available at the time of proposal due date. The offeror must submit a letter of concurrence that they will provide. This letter of concurrence will satisfy the Pass/Fail requirement. Insurance will be required throughout the term of the contract (See section 22 in contract.).

**Commercial General Liability** (with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage)

**Broader Coverage and Limits**

## **D. ORAL PRESENTATION (Maximum 200 Points)**

If selected as a finalist, Offerors agree to provide the Evaluation Committee with the opportunity to interview the offeror as identified by the Evaluation Committee, and at the option of the Department. The Evaluation Committee may request a finalist to provide an in person or by an on-site or virtual oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications. If no Oral Presentation is requested, all bidders will receive 200 points.

## **E. COST (Maximum 200 Points)**

1. The monthly management fee structure provides for the City of Santa Fe to pay the contractor a monthly fee for management of the MSL based on the historical percent (%) activity of all operational facets of the MSL. This includes all staffing/benefit compensation plans and subcontractor wages, operational machinery that is not provided by the MSL that will be incurred by the awarded contractor. The selected contractor will also be entitled to all revenue and profits from a.) retail merchandise sales revenue, b.) food and beverage/bar sales revenue, c. catering revenue d.) alcohol sales revenue, e. rental club/pull cart revenue, f. lesson revenue, g. handicap management h. practice/range revenue.

The City desires the vendor to complete the following Scope of Work if Contract is awarded through this RFP. It is also expected that the operator will have the financial capacity to operate the course during the “slow season,” which is November through February, without the need for financial support from the City.

The City will be responsible covering all costs associated with for effluent and potable Water as well as Gas and Electric.

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by

Lowest Responsive Offeror’s Annual Fee

-----

X Available Award Points

Each Offeror’s Annual Fee

**The above will be determined by the level of golf activity based on the time of year.**

**All offerors must submit a proposal that includes a compensation structure for the Offeror.**

## **F. PROPOSAL ALTERNATIVES (#1 – 100 Points, #2 - 50 Points)**

**1. As a proposal alternate #1 (Maximum 100 points), Contractor may propose to also perform Turf Management** to supplement the capacity and capability of bargaining unit employees. This includes but is not limited to provision of staff, machines, application of fertilizers, operation and maintenance of irrigation systems, greens core aerification, greens verticutting, tee box and fairway core aerification, integrated pest management, and other turf management practices needed to maintain and improve the golf course so it is in peak playing condition for each time of year. The average budget for recent years is approximately \$500,000 not including staff compensation.

A list of turf equipment available for use from the City is in Appendix G. The City will continue to maintain the potable water system, effluent water system, applicable permits, and other basic utilities on the property.

**2. As an additional proposal alternate #2 (Maximum 50 points), Contractor may propose to perform marketing for the golf course to supplement the capacity and capability of bargaining unit employees.** This includes but is not limited to the provision of print and video advertising, promotional materials, email newsletters, public relations, website maintenance, and social media content.

## **G. LOCAL PREFERENCES (IF APPLICABLE – 30/60)**

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.**

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category. **If the offeror does not PASS the PASS/FAIL Requirements, then they will not be considered further in the evaluation.**

<b>Evaluation Factors</b> <i>(Correspond to section IV. Thru IV.G)</i>	<b>Points Available</b>
<b>A. Detailed Scope of Work (SOW)</b>	<b>N/A</b>
<b>B. Technical Specifications</b>	
<b>B.1.</b> Organizational Experience	200
<b>B.2</b> Organizational References	50
<b>B.3</b> Mandatory Specification	200
<b>C. Business Specifications</b>	
<b>C.1.</b> Financial Stability	Pass/Fail
	Pass/Fail
<b>C.2</b> Performance Surety Bond	
<b>C.3</b> Letter of Transmittal	Pass/Fail
<b>C.4</b> Campaign Contribution Disclosure Form	Pass/Fail
<b>C.5</b> Required Insurance (Section 22 of Draft Contract)	Pass/Fail
<b>D. Oral Presentation (On-site or Virtual)</b>	200
<b>E. Cost</b>	200
<b>F. Proposal Alternatives</b>	
<b>Proposal Alternate #1 (Turf Management)/per year</b>	<b>100</b>
<b>Proposal Alternative #2 (Marketing)/per year</b>	<b>50</b>
<b>TOTAL POINTS AVAILABLE</b>	<b>1000</b>
<b>G. LOCAL PREFERENCES (If Applicable -MAX 60)</b>	<b>30/60</b>
<b>(Preference Points will be added to the TOTAL POINT</b>	
<b>Calculation after the Committee Evaluation is completed</b>	

Table 1: Evaluation Point Summary

## **B. TECHNICAL SPECIFICATIONS**

The Evaluation Committee will weigh the relevancy and detailed nature of Offeror's management plan, compensation structure, municipal, public, and private golf course management experience, staffing plan including expertise, and certifications/licenses. In addition, points will be awarded based on Offeror's candid, detailed, and thoughtful response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes. The Completed reference form with three references will be required.

### **1. B.1 Organizational Experience (See Table 1 - 200 Points)**

Points will be awarded and weighed the relevancy and detailed nature of Offeror's management plan, staffing plan, municipal and public golf course management experience, expertise, and certifications/licenses. In addition, points will be awarded based on Offeror's candid, detailed, and thoughtful response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes. Reference form with three references will be required.

### **2. B.2 Organizational References (See Table 1 – 50 Points)**

Points will be awarded to the offeror based on the ability to provide a minimum of three (3) references. These three (3) references must have similar scopes of work as listed in this RFP. Their contact information should include primary contact name, organization, email address, phone number, and address. If three (3) references are not provided, then 50 points will be prorated based on how many references are submitted.

### **3. B.3 Mandatory Specification (See Table 1 – 200 Points)**

Points will be awarded to the based-on detail and thoroughness of how each part of this section intertwines to provide an all-encompassing solution for the MSL and the City of Santa Fe. Also, clearly describe what the offeror is proposing in this section is the best solution for the MSL. Finally, what makes your response that is being submitted different than the others that are being reviewed?

## **C. BUSINESS SPECIFICATIONS**

### **1. C.1 Financial Stability (See Table 1)**

Pass/Fail only. No points assigned.

### **2. C.2 Performance Surety Bond (See Table 1)**

Pass/Fail only. No points assigned.

If not available at the time of proposal due date. The offeror must submit a letter of concurrence that they will provide. This letter of concurrence will satisfy the Pass/Fail requirement. Insurance will be required throughout the term of the contract (See section 22 in contract.).

**3. C.3 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

**4. C.4 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

**5. C.5 Required Insurance (Section 22 of Draft Contract)**

Pass/Fail only. No points assigned.

If not available at the time of proposal due date. The offeror must submit a letter of concurrence that they will provide. This letter of concurrence will satisfy the Pass/Fail requirement. Insurance will be required throughout the term of the contract (See section 22 in contract.).

**D. ORAL PRESENTATION (See Table 1 – 200 Points)**

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 the Oral Presentation, the Agency will provide the Offeror with a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum number of total points for this Evaluation Factor). 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. Questions will be created and sent to the bidder prior to the presentation but the Evaluation Committee will be able to ask clarifying follow-up questions if needed. The Top 4 scores will receive an invitation to an Oral Presentation.

**E. COST (See Table 1 - 200 Points)**

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

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

**F. PROPOSAL: (#1 - 100 Points, #2 50 Points)**

**1. As a proposal alternate #1, Contractor may propose to also perform Turf Management** to supplement the capacity and capability of bargaining unit employees. Points will be awarded to the Offeror based on the ability to provide staffing, equipment, landscaping, regular mowing of all surfaces (including bent grass greens), cutting of cups, application of fertilizers, operation and maintenance of irrigation systems, greens core aerification, greens verticutting, tee box and fairway core

aerification, integrated pest management, and other turf management practices needed to maintain and improve the golf course and landscape around the property. Points will also be given to how providing this alternative will benefit the other SOW components of the RFP.

A list of turf equipment from the City available for use is in Appendix G. The City will continue to maintain the potable water system, effluent water system, applicable permits, and other basic utilities on the property. The average budget for recent years is approximately \$500,000 not including staff compensation.

**2. As an additional proposal alternate #2,** Contractor may propose to perform marketing for the golf course to supplement the capacity and capability of bargaining unit employees. points will be awarded based on the ability to provide print and video advertising, promotional materials, email newsletters, public relations, website maintenance, and social media content. Samples of two (2) prior marketing campaigns **must** be submitted in order to be considered. The 2022 budget is \$60,000. Final approval of all marketing campaigns will be approved by the Golf Course Manager. Points will also be given to how providing this alternative will benefit the other SOW components of the RFP.

## **G. LOCAL PREFERENCES**

### **Local Preferences**

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

#### **1. 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.

2. 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.

3. When the City makes a purchase using a formal Request for Proposals process and the contract is awarded based on a point-based system, the City shall award additional points equivalent to 6% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.



The maximum available local preference shall be 6%.

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

1. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid 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 subcontracted services go to subcontractors who are resident businesses.

**H. EVALUATION PROCESS**

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

## **APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM**

# APPENDIX A

## REQUEST FOR PROPOSALS

Golf Course Management Services  
23/47/P

### ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than **3:00 PM on 5/11/23**. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

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

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

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

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

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

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

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

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

#### Submit Acknowledgement of Receipt Form to:

To: Central Purchasing  
Email: [Purchasing\\_RFP@santafenm.gov](mailto:Purchasing_RFP@santafenm.gov)  
Subject Line: 23/47/P Golf Course Management Services

## APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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 name 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:** \_\_\_\_\_  
**(Completed by department)**

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

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

**--OR--**

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

\_\_\_\_\_  
Signature Date

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

## APPENDIX C – COST RESPONSE FORM

(Based on 2022 figures)

Description	% of Revenue	Rounds	Management Annual Fee	Proposal Alternate #1 Turf Management	Proposal Alternate #2 Marketing	TOTAL
January - Monthly Management Fee	1.254%	413				
February - Monthly Management Fee	1.680%	429				
March - Monthly Management Fee	5.644%	2051				
April - Monthly Management Fee	9.350%	3667				
May - Monthly Management Fee	11.121%	4244				
June - Monthly Management Fee	13.689%	5094				
July - Monthly Management Fee	14.250%	5747				
August - Monthly Management Fee	14.251%	5539				
September - Monthly Management Fee	12.566%	5048				
October - Monthly Management Fee	8.463%	3186				
November - Monthly Management Fee	4.273%	1528				
December - Monthly Management Fee	3.459%	833				
<b>TOTAL</b>	<b>100%</b>	<b>37,779</b>				

All amounts provided in the above table (APPENDIX C) must include all labor, materials, equipment, transportation, configuration, installation, training, and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified). **Note: % of Revenue Column is based on 2022. If unable to include proposal alternates, enter “NO BID” into field.**



## APPENDIX D – LETTER OF TRANSMITTAL FORM

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). 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.)**

RFP#: 23/47/P - Golf Course Management Services

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

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

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

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

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

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

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

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

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

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

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

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

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

## **APPENDIX E – ORGANIZATIONAL REFERENCES**

The City of Santa Fe, as a part of the RFP process, requires Offerors to list a minimum of **three (3)** organizational references in their proposals.

The offeror is required to send a minimum of three (3) references of similar scopes of work as listed in this RFP. Their contact information should include primary contact name, organization, email address, phone number, and address. If three (3) references are not provided, then 50 points will be prorated based on how many references are submitted. The City reserves the right to contact them and ask questions and then subsequential follow up questions based on their responses.

## APPENDIX F – NON-COLLUSION AFFIDAVIT

### NON-COLLUSION AFFIDAVIT

*Complete, Sign and Return with your proposal.*

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

I affirm:

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

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX G – CONFLICT OF INTEREST

### CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

*Complete, sign and return with your proposal.*

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

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

In addition to the Golf Course Services Management Provider, 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 Golf Course Services Management Provider and known key personnel needs to describe the conflict.

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

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm. I, \_\_\_\_\_ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Golf Course Services Management provider. For the duration of this firm's involvement in the Golf Course Services Management contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing or associated with a bidder and/or Offeror on the Golf Course Services Management contract. I certify that this firm will keep all Golf Course Services Management contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Administrative Offices and Maintenance Facility contract. I understand that if this firm leaves this Golf Course Services Management contract before it ends, this firm must still keep all contract

information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the Golf Course Services Management contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505- 955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Administrative Offices and Maintenance Facility Page 43 of 59 contract confidential information has or intends to disclose that information in violation of this agreement. This statement must be fully completed and signed by an authorized representative.

Company Name: \_\_\_\_\_  
Authorized Representative/Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

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

## APPENDIX H – ONSITE MAINTENANCE EQUIPMENT LIST

Note: Each item below can be made available for use through the public RFP to contractor of the winning proposal if it includes the turf management proposal alternate. Any equipment not on this list and needed will be the responsibility of the awarded vendor to provide. If this equipment is used, then it becomes the responsibility of the awarded vendor to maintain it. The below equipment is the property of the City. Any equipment brought to the property by the Contractor remains the property and responsibility of the Contractor.

Date Acquired	Equipment description	Condition
01/26/98	BlitzerPullBehindHyd5GangJacobsen-5GANG7	Poor
06/23/98	JD2WDUtilityTractor5210	Fair
06/23/98	JDBackhoe10A	Non-Functional
05/20/98	JD TRACTOR	Fair
12/07/99	EquipmentLiftManitowacMODELCLT9000	Good
02/19/04	JOHN DEERE 1200A BUN RAKE	Excellent
01/24/07	16 BIG TEX UTILITY TRAILER	Good
06/29/12	LELY FERTILIZER SPREADER	Good
06/29/12	CUSHMAN TURF TRUCKSTER	Poor
05/16/14	RAKEOVAC	Good
05/16/14	FOLEY REEL GRINDER	Good
05/16/14	FOLEY BEDKNIFE GRINDER	Good
05/16/14	ACCU PRO SPINRELIEF	Good
05/16/14	AEROTHATCHERSEEDER	Good
04/30/14	TOP DRESSER 2500	Poor
08/01/13	GREENMASTER 3250D	Fair
09/10/14	JOHN DEERE PRO GATOR 2030A	Good
07/16/14	JOHN DEERE M7060 HD 4WD	Good
08/19/14	VERTIDRAIN AERATOR	Fair
01/08/15	WORKMAN MDX	Fair
10/17/14	KUBOTA L3901 TRACTOR	Good
01/26/16	GREENMASTER 3250D	Fair
03/21/16	JOHN DEERE FAIRWAY MOWER	Poor
12/14/16	GREENS IRON W TRAILER	Good
12/22/16	TORO TOPDRESSER	Good
01/12/17	2017 KAWASAKI UTILITY VEHICLE	Good
01/12/17	2017 KAWASAKI UTILITY VEHICLE	Good
03/01/17	JOHN DEERE DECK MOWER	Poor
03/16/17	JOHN DEERE ROUGH MOWER	Poor
03/08/17	BUFFALO CYCLONE BLOWER	Good
04/06/18	BUNKER TURF RAKE	Fair

03/21/18	JOHN DEERE 1600 MOWER	Poor
03/21/18	JOHN DEERE MOWER 7200A	Good
03/21/18	JOHN DEERE MOWER 7200A	Good
01/08/19	PORTABLE AIR COMPRESSOR	Excellent
03/22/19	2019 JOHN DEERE UTILITY TRACTO	Excellent
03/22/19	2019 2500B JDEERE RIDING MOWER	Good
03/22/19	2019 JOHN DEERE GREENS MOWER	Good
03/22/19	PROGATOR 2020A JDMY17	Good
03/28/19	2019 TC125 TURF COLLECTION SYS	Excellent
03/20/20	JOHN DEERE BUNKER RAKE	Fair
06/30/21	8700A PRECISIONCUT MOWER	Good

## **APPENDIX I – F&B/CATERING EQUIPMENT**

### **KITCHEN EQUIPMENT ON-SITE**

Note: Each item below can be made available for use through the public RFP to the contractor of the winning proposal. Any equipment not on this list and needed will be the responsibility of the awarded vendor to provide. If this equipment is used, then it becomes the responsibility of the awarded vendor to maintain it. The below equipment is the property of the City. Any equipment brought to the property by the Contractor remains the property and responsibility of the Contractor.

- 2 – True bar fridges
- 2 – SpaceSaver dishwashers
- 1 – American Range 6-burner range
- 2 – Cold sandwich prep stations
- 1 – hot prep table
- 2 – Prep tables
- 1 – Fryer
- 1 – Standalone grill
- 7 – Storage racks
- 2 – Ice machines
- 1 – True single door freezer
- 1 – Victory double door reach-in fridge
- 1 – True double door reach-in freezer
- 1 - Hot Dog Warmer



## APPENDIX J – LIVING WAGE ORDINANCE



**PURSUANT TO THE CITY OF SANTA FE LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987  
EFFECTIVE MARCH 1, 2023, ALL WORKERS WITHIN THE CITY OF SANTA FE SHALL BE PAID A  
LIVING WAGE OF**

# \$14.03 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.



**CITY OF SANTA FE**  
santafenm.gov



Scan to view more Information, including the  
Living Wage Ordinance or visit:  
[www.santafenm.gov/living\\_wage\\_information](http://www.santafenm.gov/living_wage_information)



**EFFECTIVO DESDE EL DÍA PRIMERO DE MARZO DE 2023 PARA TODOS LOS TRABAJADORES QUE LABOREN DENTRO DE LOS LÍMITES DE LA CIUDAD DE SANTA FE EL SALARIO MÍNIMO ESTABLECIDO QUE DEBERÁ SER PAGADO ES DE**

**\$14.03 POR HORA**

La ciudad de Santa Fe establece salario mínimo por hora. Desde el Marzo el incremento de salario, corresponde con el aumento en el índice de precios al consumidor (IPC).

### **¿Quién está obligado a pagar el salario?**

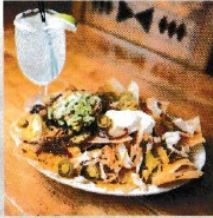


- La ciudad a todos los trabajadores a tiempo completo permanentes contratados por la ciudad;
- Contratistas para la ciudad, tiene un contrato que requiere la prestación de un servicio, pero excluyendo las compras de mercancías;
- Empresas reciben asistencia en relación con el desarrollo económico en forma de becas, subsidios, garantías de préstamos o bonos industriales de ingresos superiores a 25 mil dólares (\$25,000) para la duración de la beca de ciudad o de subvención;
- Empresas requieren contar con la licencia o el registro de la ciudad; y
- Organizaciones sin fines de lucro, con excepción de aquellos cuya principal fuente de fondos es de exenciones de Medicaid.
- Para los trabajadores que habitualmente reciben más de cien dólares (\$100) por mes en consejos o comisiones, consejos o comisiones recibidas y retenida por un trabajador serán contados como salarios y acreditados hacia la satisfacción de los salario siempre que, para los trabajadores reciben propinas, todos los consejos recibidos por estos trabajadores son retenidos por los trabajadores, salvo que se permitirá la puesta en común de consejos entre los trabajadores.
- Todos los empleadores requieren, por ley, tener una licencia o registro de la ciudad de Santa Fe, deben pagar al menos el salario ajustado a los empleados de todas las horas trabajadas dentro de los límites de la ciudad de Santa Fe.



Más información, incluyendo la ordenanza del salario, está disponible en [www.santafenm.gov/living\\_wage\\_information](http://www.santafenm.gov/living_wage_information)



## APPENDIX K – RESTAURANT MENU 2022

APPETIZERS	SALADS	BURRITO	BURGERS
<b>CHIPS AND SALSA</b> \$4.99 <b>GUACAMOLE AND CHIPS</b> \$8.99 <div style="border: 1px dashed black; padding: 5px; text-align: center;"> <b>NACHOS</b> \$10.99            BEEF OR CHICKEN            WITH BEANS, JALAPENOS, TOMATOES,            GUACAMOLE &amp; SOUR CREAM         </div> 	<b>CHEF'S SALAD</b> \$9.99 TURKEY, HAM, CHEESE, FRESH MIXED GREENS, EGGS, TOMATOES, CUCUMBER, CARROTS, BACON AND CROUTONS <b>COBB SALAD</b> \$10.99 CRISPY SALAD GREENS, HARD-BOILED EGGS, TOMATOES, AVOCADO, BACON, CHICKEN & BLUE CHEESE <b>DRESSINGS</b> RANCH, BLUE CHEESE & BALSAMIC	<b>JOSE'S FAMOUS CARNE ASADA</b> \$8.99 MARINATED STEAK, AVOCADO, JALAPENOS, ONIONS, LETTUCE, PICO DE GALLO & CHEESE <div style="border: 1px dashed black; padding: 5px; text-align: center;"> <b>SANDWICHES</b>            ALL SANDWICHES INCLUDE CHIPS         </div> <b>CLUB SANDWICH</b> \$10.99 SOURDOUGH, HAM, TURKEY, BACON, CHEESE, LETTUCE, TOMATO & MAYO <b>GRILLED CHEESE</b> \$6.99 SWISS OR AMERICAN CHEESE, TOMATO ON SOURDOUGH <b>TUNA MELT</b> \$9.99 WHOLE WHEAT WITH SWISS CHEESE, LETTUCE, TOMATO & PICKLE <b>PHILLY CHEESE STEAK</b> \$12.99 ONIONS, MUSHROOMS, BELL PEPPER, SWISS OR PROVOLONE WITH FRIES	<div style="border: 1px dashed black; padding: 5px; text-align: center;"> <b>BURGER</b> \$9.99            100% ORGANIC BEEF MADE FRESH,            LETTUCE, TOMATO, ONION            &amp; PICKLES ON A BUTTER BUN            ADD CHEESE OR GREEN CHILE .75            ADD BACON OR AVOCADO \$1.50         </div> <b>GRILLED CHICKEN</b> \$9.99 WITH LETTUCE & TOMATO ADD SWISS, PROVOLONE OR GREEN CHILE .75 ADD BACON OR AVOCADO \$1.50 <b>SANTA FE BRATS</b> \$9.99 POLISH BRATWURST WITH SAUERKRAUT, ONIONS, MUSTARD & PROVOLONE GRILLED TO PERFECTION <b>WRAPS</b> \$9.99 BUFFALO CHICKEN, CHICKEN, TURKEY OR TUNA WRAP WITH LETTUCE, TOMATO & AVOCADO CHOICE OF MAYO OR RANCH <b>CHICKEN TENDER BASKET</b> \$8.99 3 TENDERS WITH FRIES
<b>BASKET OF FRIES</b> \$6.99 ADD CHEESE & CHILE FOR \$2.00 <div style="border: 1px dashed black; padding: 5px; text-align: center;"> <b>QUICK BREAKFAST</b> </div> <b>HAND-HELD BURRITO</b> \$6.99 BACON OR SAUSAGE WITH TWO SCRAMBLED EGGS, CHEESE, HASH BROWNS, RED OR GREEN CHILE, OR SALSA ON THE SIDE <b>BREAKFAST TACOS</b> \$7.99 3 CORN TORTILLA WITH EGG, BACON, CHEESE & SIDE OF SALSA <b>ALL AMERICAN</b> \$8.99 TWO EGGS, HASH BROWN, BACON, SAUSAGE OR HAM, TOAST OR TORTILLA <b>HUEVOS RANCHEROS</b> \$8.99 TWO FLAT CORN TORTILLA, TWO EGGS, CHEESE, HASH BROWN, BEANS AND A TORTILLA	<div style="border: 1px dashed black; padding: 5px; text-align: center;"> <b>QUESADILLA</b> \$9.99            CHICKEN OR BEEF            LETTUCE, TOMATO, CHEESE,            IN A FLOUR TORTILLA            WITH SALSA &amp; FRIES  <b>CHICKEN OR BEEF TACOS</b> \$9.99            LETTUCE, TOMATO &amp; SIDE OF SALSA  <div style="border: 1px dashed black; padding: 5px; text-align: center;"> <b>CARNE ASADA TACOS</b> \$10.99            3 STEAK TACOS WITH AVOCADO,            PICO DE GALLO &amp; REFRIED BEANS         </div> <b>ENCHILADA PLATE</b> \$8.99            CHEESE, BEANS AND TORTILLA            RED OR GREEN CHILE            ADD EGG \$1.00            BEEF OR CHICKEN \$2.00  <b>ULTIMATE FRITO PIE</b> \$8.99            CORN CHIPS, RED CHILE,            GROUND BEEF, BEANS, CHEESE,            LETTUCE &amp; TOMATO         </div>	 <b>CRANBERRY TURKEY</b> \$9.99 WHOLE WHEAT WITH SWISS, LETTUCE, TOMATO, CREAM CHEESE & CRANBERRY SAUCE <b>CLASSIC BLT</b> \$8.99 BACON, LETTUCE, TOMATO ON SOURDOUGH OR WHOLE WHEAT	<div style="text-align: center;">   <b>The Linker</b>            BAR &amp; GRILL            AT MARTY SANCHEZ GOLF COURSE  <b>20% GRATUITY ADDED TO PARTIES OF 6 OR MORE</b> </div>

## APPENDIX L - CATERING MENU 2022

NAME:

DATE OF EVENT:

The Links Bar & Grill 205 Caja Del Rio Rd. Santa Fe 505-955-4430

### ON SITE CATERING MENU

*Sushi Dinner or Assorted Platter( Market Price)*

☐ **Spaghetti Dinner \$12.00**

*Tender noodles mixed with our home made ground beef marinara sauce (Buffet Style)*

- o Bread Sticks
- o Salad

☐ **Enchiladas \$14.00**

*Choose from a red chili beef enchilada or a green chili chicken enchilada. (Buffet Style)*

- o Rice
- o Slowly Simmered Home Cooked Pinto Beans.
- o Tortillas

☐ **Fajita Bar \$16.00**

*Your choice of Beef or Chicken Fajitas served with a warm tortilla and all the fixings.*

- o Slowly Simmered Home Cooked Pinto Beans.
- o Rice
- o Tortillas
- o Salsa, Sour Cream and Guacamole

☐ **Roast Beef \$17.00**

*Thinly sliced tender Roast Beef slowly roasted and served in our special Au jus. (Buffet Style)*

- o Mashed Potatoes
- o Gravy
- o Calabacitas with Green Chili or Seasonal Veggies
- o Dinner Roll

☐ **Burger \$12.00**

*(Buffet Style)*

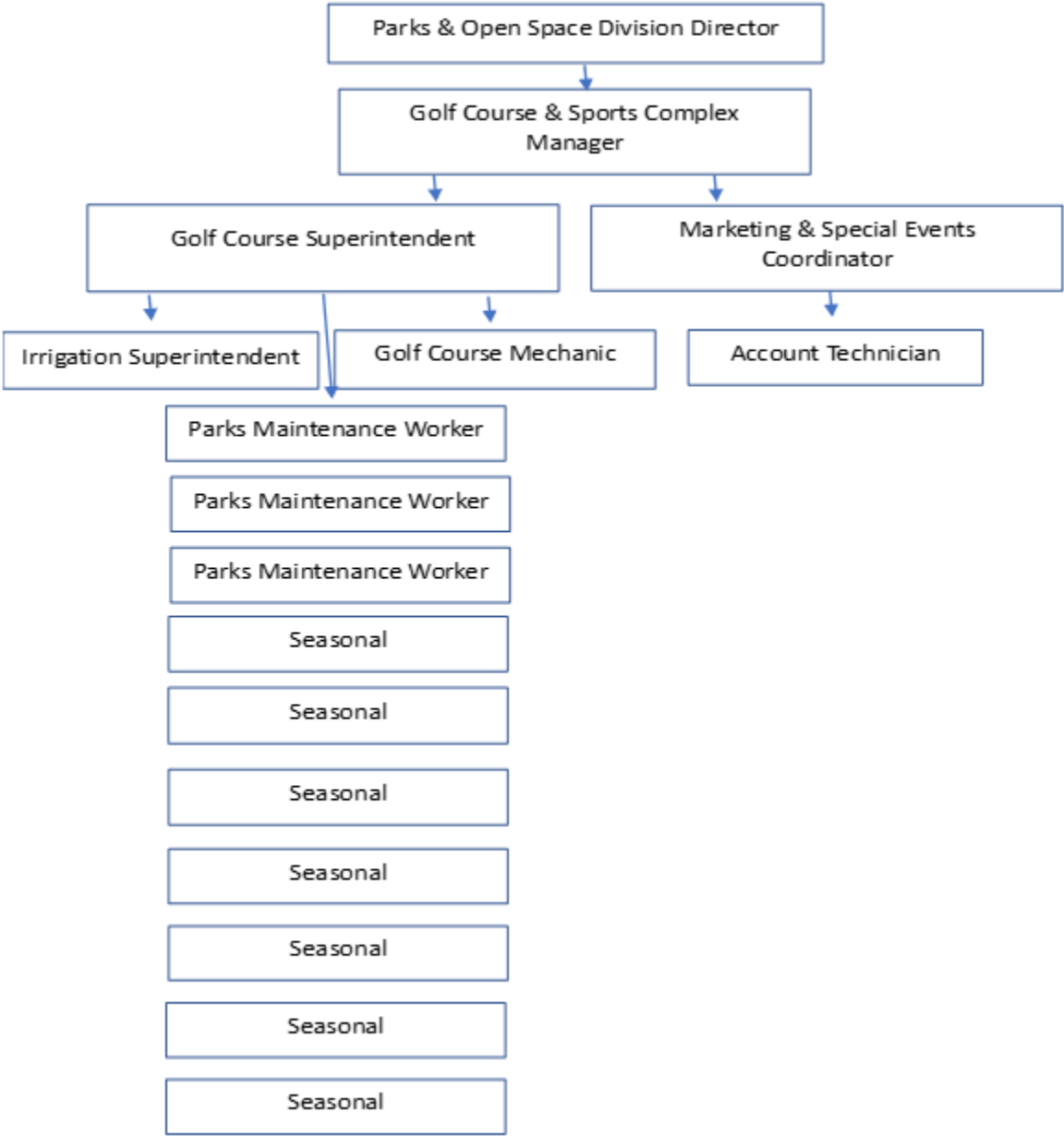
- o Beef or Veggie Patti
- o Cheese- (American) .50 Extra
- o Green Chile .50 Extra
- o Chips
- o Mustard, Ketchup and Relish

- ☐ **Drinks Tea, coffee, water and lemonade included in price**

**Menu can be tailored to meet your special needs. Call for special pricing.**

The Links Bar & Grill 205 Caja Del Rio Rd. Santa Fe NM 505-955-4430

**APPENDIX M – MSL CURRENT ORGANIZATIONAL CHART**



## APPENDIX N – GREEN FEE RATES 2022

### Marty Sanchez Links de Santa Fe CHAMPIONSHIP COURSE

Rates valid seven days a week. Individual tee times can be reserved up to seven days in advance of desired tee time.

CANCELLATION POLICY: A \$30.00 non-refundable "no call, no show" policy applies to guests who do not cancel within 12 hours for a single or twosome and 48 hours for a threesome or foursome.

ADULT	NM RESIDENT	Out-of-State
18-HOLE	\$35	\$40
18-HOLE WITH GOLF CART	\$50	\$55
9-HOLE	\$25	\$27
9-HOLE WITH GOLF CART	\$37	\$42

SENIOR (60+)	NM RESIDENT	Out-of-State
18-HOLE	\$27	\$30
18-HOLE WITH GOLF CART	\$38	\$44
9-HOLE	\$22	\$27
9-HOLE WITH GOLF CART	\$30	\$34

JUNIOR (17 & YOUNGER)	NM RESIDENT	Out-of-State
18-HOLE	\$15	\$15
9-HOLE/TWILIGHT	\$11	\$11

REPLAY	NM RESIDENT	Out-of-State
18 OR 9 HOLE WALKING	\$11	\$11
18 OR 9 HOLE WITH GOLF CART	\$18	\$18

## Marty Sanchez Links de Santa Fe

### EXECUTIVE PAR-3 | 9-HOLE COURSE

Rates valid seven days a week.

ADULT	NM RESIDENT	Out-of-State
9-HOLE	\$17	\$23
9-HOLE WITH GOLF CART	\$28	\$33

SENIOR (60+)	NM RESIDENT	Out-of-State
9-HOLE	\$14	\$21
9-HOLE WITH GOLF CART	\$23	\$29

JUNIOR (17 & YOUNGER)	NM RESIDENT	Out-of-State
9-HOLE	\$10	\$10

REPLAY	NM RESIDENT	Out-of-State
	\$11	\$11

## APPENDIX O– REVENUE and ROUNDS PLAYED 2022

	Annual % Activity	Rounds per year	Food, Catering, Bar	Range, Rentals, Membership	Retail	2022 Turf Budget	2022 Marketing Budget
<b>2022</b>	<b>100%</b>	<b>37,779</b>	<b>\$300,198.54</b>	<b>\$130,457.31</b>	<b>\$327,309.19</b>	<b>\$500,000.00</b>	<b>\$60,000.00</b>
Jan	1.25%	413	\$992.56	\$4,645.15	\$11,997.75	\$6,270.00	\$752.40
FEB	1.68%	429	\$1,063.61	\$5,338.50	\$16,866.38	\$8,400.00	\$1,008.00
MAR	5.64%	2,051	\$13,126.29	\$10,837.99	\$30,455.59	\$28,220.00	\$3,386.40
APRIL	9.35%	3,667	\$25,224.06	\$13,862.40	\$37,521.86	\$46,750.00	\$5,610.00
MAY	11.12%	4,244	\$37,571.33	\$12,438.16	\$32,371.56	\$55,605.00	\$6,672.60
JUNE	13.69%	5,094	\$42,948.11	\$14,912.56	\$50,537.36	\$68,445.00	\$8,213.40
JULY	14.25%	5,747	\$49,882.32	\$16,192.54	\$28,783.20	\$71,250.00	\$8,550.00
AUGUST	14.25%	5,539	\$46,749.90	\$17,484.95	\$35,556.20	\$71,255.00	\$8,550.60
SEPT	12.57%	5,048	\$39,661.81	\$15,106.61	\$28,180.61	\$62,830.00	\$7,539.60
OCT	8.46%	3,186	\$29,515.65	\$8,443.14	\$23,697.79	\$42,315.00	\$5,077.80
NOV	4.27%	1,528	\$10,290.74	\$8,712.38	\$15,448.18	\$21,365.00	\$2,563.80
DEC	3.46%	833	\$3,172.16	\$2,482.93	\$15,892.71	\$17,295.00	\$2,075.40
	100%	37,779	\$300,198.54	\$130,457.31	\$327,309.19	\$500,000.00	\$60,000.00



## APPENDIX P – DRAFT CONTRACT

Item #: \_\_\_\_\_  
Munis Contract# \_\_\_\_\_  
RFP #: 23-47-P

### CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT REQUEST FOR PROPOSALS ONLY

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

#### RECITALS

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

**WHEREAS** all terms and conditions of the RFP Golf Course Management Services, 23-47-P and the Contractor’s response to such document(s) are incorporated herein by reference; and

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

**WHEREAS**, the Contractor does hereby accept its designation as golf and food and beverage service provider, rendering services related to Marty Sanchez Links de Santa Fe for the City, as set forth in this Agreement; and

**WHEREAS**, it is agreed by the parties that the performance of the professional services is for a period of four (4) years beginning on July 1, 2023, as directed by the City.

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

#### 1. SCOPE OF WORK.

The Contractor shall provide the following services for the City:

A. The City of Santa Fe is seeking a contractor to manage all operations for golf and restaurant services. The goal of this RFP is to select a contractor who will consistently deliver an elevated standard of service to patrons in all areas including facility maintenance for all physical structures in coordination with the City’s Golf Manager and Project Manager.

B. The monthly management fee structure provides for the City of Santa Fe to pay the contractor a fee for management and the Contractor and City divide different revenue centers' profits of the operation. A renovation credit to the Contractor is planned to address deferred maintenance on the physical structures.

C. As a proposal alternate, Contractor may propose to also perform turf management to supplement the capacity and capability of bargaining unit employees. This includes but is not limited to provision of staff, machines, application of fertilizers, operation and maintenance of irrigation systems, greens core aerification, greens verticutting, tee box and fairway core aerification, integrated pest management, and other turf management practices needed to maintain and improve the golf course, so it is in peak playing condition. A list of turf equipment available for purchase from the City is in Appendix H. The City will continue to maintain the potable water system, effluent water system, applicable permits, and other basic utilities on the property.

D. As an additional proposal alternate, Contractor may propose to perform marketing for the golf course to supplement the capacity and capability of bargaining unit employees. This includes but is not limited to the provision of print and video advertising, promotional materials, email newsletters, public relations, website maintenance, and social media content.

E. HOURS OF OPERATION:

(1) Subject to course conditions and inclement weather as determined by the Golf Course Manager, the golf course shall be open year-round inclusive of all holidays (the exception being Christmas Day) from sunrise to sunset.

(2) On those days the course is closed by the City for the entire day due to inclement weather, such as snow, the pro shop will remain closed, and signage posted for the general public.

F. GOLF OPERATIONS PERSONNEL:

(1) Staff the facility with a full-time certified Class A., PGA golf professional, a dedicated merchandiser, and full-time and/or part-time skilled or unskilled labor and licensed and/or certified professional personnel who can competently perform the duties required.

(2) Determine the number of staff to be hired based on seasonal needs and activities to be able to always provide quality customer service.

(3) Shall, when the Head PGA Pro is not on site, have two alternate staff members such as an Assistant Pro (also in good standing with the PGA and actively pursuing class A membership) or a dedicated merchandiser who are both capable and knowledgeable to make decisions and resolve all issues as may be necessary.

(4) Implement a volunteer marshal program to be hired based on seasonal needs & activities, and to be approved by the Golf Course Manager or his/her designee. Ensure that MSL golf rules are followed, including a steady pace of play and ensure that customers are paying and to always provide quality customer service. Marshals will be allowed playing and range privileges if they are actively volunteering in the program.

- (5) Develop a starter position during the busiest golfing times to ensure payment of patrons and to explain golf rules.
- (6) Promptly inform the Golf Course Manager of any changes in personnel.

G. MANAGEMENT PRACTICES:

Golf services

- (1) Develop written policies and procedures for each area of responsibility, subject to City review and approval, and provide annual training to all employees on these policies and procedures, inclusive of stated performance expectations. Encourage staff to begin or continue education requirements for PGA class A membership status.
- (2) Quarterly provide training to all employees on the provision of quality customer service. If the City offers such training, Contractor agrees to send its staff to scheduled trainings. The Head PGA Pro will hold quarterly meetings with their staff to review the expectations of the Contractor as they pertain to MSL policies and procedures to ensure compliance.
- (3) Consistently enforce all Contractor policies and procedures developed to ensure employee compliance.
- (4) The Head PGA Pro and/or Assistant Pro will meet on a weekly basis with the Golf Course Manager or designee and golf course superintendent to discuss pertinent issues and upcoming events or promotions. It shall be incumbent for the Head PGA Pro or Assistant Pro to meet with staff following this meeting to share decisions made or concerns raised by the City.
- (5) The Head PGA Pro and/or Assistant Pro will attend quarterly Advisory Subcommittee meetings and provide updated informational reports.

Restaurant

- (6) All Restaurant services will require entering into a separate facility use with the City, which will be severable from the remainder of this Professional Services Agreement.
- (7) Operate the Facility that includes snack grille, kitchen, bar area, food and beverage cart and provide catering for special events and functions at the Marty Sanchez Links de Santa Fe located at 205 Caja del Rio, Santa Fe, NM 87507.  
Provide food, non-alcoholic and alcoholic beverages to the general public.
- (8). Provide a varied menu consisting of breakfast, lunch, snacks, dessert, and evening meals that are priced competitively, healthy, and subject to annual review and approval of the City.
- (9). Provide a limited menu that is "quick" and offered to golf patrons who are playing a round of golf and "making the turn" to the #10 tee box.
- (10). Provide food and beverages to a larger number of patrons when special events or tournaments require serving everyone at the same time.
- (11). Promote the use of the facility for private functions and be able to develop varied menus to accommodate the needs of the client.
- (12). Maintain the same operating hours as the golf course operations unless there is approval from the City to change or modify hours of operation. In the event of winter weather that results in a closure of the golf course, the Contractor shall be allowed to close the restaurant for a two-week period for the purposes of winter maintenance (painting, cleaning, refurbishing of furniture), during the following dates (and are subject to change based on weather and operational needs):

- January 2-January 16, 2023
- January 2-January 16, 2024
- January 2-January 16, 2025
- January 2-January 16, 2026

(13). Provide and operate on a daily basis, unless otherwise agreed to by the City, a fully stocked food and beverage cart during the peak golfing season (April and October on weekends; May, June, July, August, and September (7-days/week)).

(14). Ensure that concession prices must be posted on permanent displays on all stands and equipment.

(15). Provide the Golf Course Manager with any menu price increase/decrease changes and subject to annual review and approval by Golf Course Manager.

(16). Collaborate with the Golf Course Manager on advertising efforts that affect the facility.

(17). All advertising, direct mail and other promotional activity must be approved in advance by the Golf Course Manager. Advertising and promotional items for the purpose of marketing the restaurant must carry both the restaurant logo and the Marty Sanchez Links de Santa Fe name or logo and be paid for by the Contractor (unless the Marketing bid alternative is selected).

(18). Furnish, at Contractor's expense, ice for all functions. Since past experiences have shown that the ice machine does not produce enough ice during peak times, it is recommended that the Contractor purchase additional ice.

(19). The Restaurant Manager shall attend weekly staff meetings as required by the Golf Course Manager and include the quarterly Advisory Sub-Committee Board meeting.

(20). Be responsible for initiating, maintaining, and supervising all safety precaution programs in connection with its services.

(21). Report to the Golf Course Manager any unusual condition which has occurred or which the Contractor anticipates, including complaints from customers, staff changes, legal action and other information which relates to the Contractor and its clients of the food and beverage facility.

(22). Utilize window for food and beverage sales to golf patrons "making the turn" to the number 10 tee box.

#### H. RESTAURANT AND BAR PERSONNEL

(1) Provide adequate levels of staffing for both seasonal demand and for special events and functions that require additional staff.

(2) Provide staff who have both previous restaurant or concession experience and who can prepare food consistent with set standards and who have all been trained to provide quality customer service.

(3) At own expense, provide point of sale training for all restaurant staff required to operate the cash register terminals or iPad for all sales transactions.

(4) Provide staff that is properly certified and licensed by the State of New Mexico to serve alcoholic beverages.

- (5) Require all staff to wear uniforms or proper golf attire with either the Marty Sanchez Links de Santa Fe logo or a restaurant logo placed on the uniform shirts. No other golf course logo shall be advertised/worn by staff of the restaurant. Uniforms shall be of a standard style selected and purchased by the Contractor and approved by the City.
- (6) Staff shall park in the designated golf course parking lot.
- (7) Only one (1) cook and one (1) manager shall be authorized to park one (1) vehicle each, behind the restaurant adjacent to the walk-in cooler and storage unit. All other access is for restaurant customer parking, emergency, and delivery vehicles only.

I. LICENSING AND COMPLIANCE

- (1) Comply with all rules and regulations of the New Mexico Department of Health, New Mexico Environment Department, the Alcohol and Gaming Division of the Regulation and Licensing Department, and all applicable laws, statutes and ordinances of the State of New Mexico and the City of Santa Fe, including health and safety codes.
- (2) Obtain and maintain at Contractor's expense all permits and licenses required by such laws and regulations.
- (3) Assist the City in obtaining and preparing any applications and supporting documents to renew the Liquor License.
- (4) At Contractor's expense, ensure that the interior, exterior and all supplies, equipment and funds are adequately secured utilizing surveillance cameras and other security measures.
- (5) All food and beverages kept for sale shall be subject to inspection by the City and/or appropriate governmental agencies.

J. ADDITIONAL SERVICES:

- (1) Collect and accurately account for applicable revenue including but not limited, to all green fees, cart fees, resident card, and user fees, driving range fees and money received from the sale of pro shop merchandise and any other revenue required to be collected by the City.
- (2) At the Contractor's own expense, obtain training services necessary for all staff to operate the Point-of-Sale System using the Point-of-Sale Software program.
- (3) Provide professional golf instruction to individuals and groups and have exclusive rights to provide all instruction as well as hire part time, qualified instructors.
- (4) Provide golf equipment repair services, power, and pull cart rentals, golf equipment rentals and vending machines.
- (5) At the Contractor's own expense, provide functioning enclosed/caged tractor golf ball picker for use on the driving range.
- (6) Provide a minimum of one full-time mechanical equipment repair employee whose wages will be reimbursed by the City when working on City equipment including but not limited to 75 golf cars leased by the City.

K. PROGRAM DEVELOPMENT:

- (1) Plan and develop activities, golf tournaments and programs for the year with the goal of increasing rounds of golf for all age groups.
- (2) Develop promotional programs that, subject to City review and approval, focus on golfing activities for all ages.
- (3) Work with the City to develop marketing and advertising programs and plans for the Marty Sanchez Links de Santa Fe.

- (4) Develop a specific program which will increase and maintain a loyal local client base.
- (5) Work with the City to develop a program that will create promotion of MSL and synergy among the Convention & Visitor's Bureau to increase the out-of-town visitor client base.
- (6). Submit a list at the end of the month indicating the number of individuals who have received golf instruction through either individual or group lessons or by attending clinics. The awarded contractor will have exclusive rights to teaching golf lessons on property. A PGA Class A member or PGA Associate must teach all golf lessons.

L. GOLF CARTS:

- (1) Develop a daily, weekly, and monthly cleaning schedule for the cart barn, which includes sweeping and washing the floor on a daily basis and ensuring staff are being held accountable for completing this duty.
- (2) Ensure that cart staff are adhering to the cleaning standards developed for the daily cleaning of carts.
- (3) Develop preventive maintenance schedules for each golf cart and ensure a maintenance history is kept detailing all work completed on every golf cart and provide records to the City.
- (4) Regularly maintain the golf cart fleet including cleaning, preventive maintenance, fixing or replacing tires, performing all mechanical work according to specifications from the manufacturer, and keeping an inventory of necessary parts to be purchased and paid for by the City. Collaborate with the City on any golf cart maintenance needs and as needed, coordinate repairs accordingly.
- (5) Ensure that sand & seed containers in golf carts are filled on each use of golf cart.
- (6) Post information on each golf cart as directed by the MRC Manager.

M. CLEANING RESPONSIBILITIES:

- (1). Ensure that clubhouse restrooms and water fountains are checked and cleaned to a high standard at a minimum of two times per day (midday and prior to closing) and at Contractor's expense, are sufficiently stocked with toilet paper, soap, and paper towels. Restrooms are to be swept, mopped and trash removed on a daily basis.
- (2). Maintain the exterior of the clubhouse by sweeping and washing cemented areas and removing trash daily or as much as necessary to keep the areas neat and clean.
- (3). Maintain the range building and starter station by removing debris, emptying trash cans, sweeping cement walkways, cleaning windows, and dusting countertops.
- (4). Ensure that clubhouse offices, stock room and starter building are clean, and always organized. Also ensure that the offices are cleaned, painted and if necessary, refurbished annually.
- (5). Ensure a well-stocked pro shop, inclusive of varied sizes and styles of merchandise at all times and offer merchandise at competitive prices.
- (6). Maintain the driving range on a daily basis or as needed by aligning and moving ropes, emptying trash cans, removing empty buckets, and retrieving balls from the range.
- (7). Ensure that every staff member whose duties regularly call for dealing with the public is required to wear golf attire. Ensure that every staff person is issued and required to wear a name tag.
- (8). Always maintain the receiving area where food and beverages are delivered in a clean and orderly manner.

- (9). Keep the kitchen, snack grille, bar area, and outside patio clean, orderly, and sanitary at all times in strict accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. These areas, inclusive of the tables and chairs inside and outside, shall be cleaned thoroughly each day, and dependent on the amount of usage; shall be cleaned as frequently as deemed necessary.
- (10). Carpeted areas are to be vacuumed daily and cemented areas are to be swept or washed down on a regular basis. At Contractor's own expense, on a quarterly basis, the carpeting within the snack grille and bar area shall be steam-cleaned. Proof of steam cleaning service shall be provided to the Golf Course Manager on a quarterly basis.
- (11). At Contractor's own expense, on a semi-annual basis, hood cleaning shall be scheduled and completed. Proof of kitchen hood cleaning service shall be provided to the Golf Course Manager on a semi-annual basis.
- (12). Trash containers shall be emptied by Contractor staff on a daily basis and at no time may refuse be kept overnight within the kitchen, snack grill area, or bar area.
- (13). Trash receptacles and recycle bins located behind the restaurant shall be emptied daily including all cardboard boxes shall be broken down and placed in the designated "cardboard only" dumpster. Trash shall be emptied at dumpster locations and any litter that is deposited on the ground shall be picked up and placed in dumpster.
- (14). During all catered events, either private or tournament, golf course rules shall be enforced and provided to clients. For non-tournament clients, shall enforce security to be provided and proof of certificate of liability from security vendor.
- (15). Agrees that it has inspected the facilities and equipment and thoroughly understands the area and equipment that is being provided by the City. No other verbal indication of additional City facilities, equipment or improvements are authorized or binding.
- (16). Acknowledges that the City is not responsible for any financial losses claimed by the Contractor.
- (17). Acknowledges that any additional kitchen equipment, in addition to the equipment currently owned by the City, shall be purchased at its own expense.
- (18). Acknowledges that two food and beverage carts must be secured at its own expense and utilized daily in correlation with tee-time scheduling during the peak golf season (April and October on weekends; May, June, July, August, and September 7-day/week).
- (19). Allow employees to enter upon and remain at the restaurant during events for a reasonable time prior to and subsequent to events, only for the purpose of providing the services mentioned herein.
- (20). **All cleaning and other services provided shall be to the sole satisfaction of the City.**

N. LIQUOR LICENSE

- (1). The Contractor shall be entitled if approved to the use and operation of a Governmental Liquor License located at Marty Sanchez Links de Santa Fe. Contractor shall use the Governmental Liquor License for the purpose of serving alcoholic beverages on the premises, in conjunction with Contractor's snack grille business.
- (2). All beverages, alcoholic and non-alcoholic, are to be provided by the Contractor.
- (3). All sales and service of alcoholic beverages are to be made only within those areas of the Liquor License Premises that are shown and designated as the authorized area in the City's application for the Liquor License ("Authorized Area"). Contractors may sell and dispense alcoholic beverages under the Liquor License (i) by trained alcohol servers; and (ii) during hours

consistent with the conditions of the Liquor License for all events where alcoholic beverages are served.

(4). Assist the City in obtaining and preparing any applications and supporting documents to renew the Liquor License as required by the State of New Mexico. The contractor shall pay to the Alcohol and Gaming Division all fees for applications for the Liquor License, renewals of the Liquor License and any other fees associated with the Liquor License. Contractor shall satisfy all requirements of the State of New Mexico in order to qualify as a user to operate under the City's Liquor License.

O. CASH HANDLING REPORTING, FEES & BILLINGS

(1). The Contractor shall collect and deposit on a daily basis all cash, checks, and credit cards settlements in the Contractor's account established only for Marty Sanchez Links de Santa Fe golf course. The Contractor shall submit to the City a daily sales report, cash reconciliation, deposit slip with copies of all deposit receipts, cash register tapes, credit card settlement reports, monthly copies of the bank statements and copy of the monthly bank reconciliation. The City and the Contractor shall each be responsible for the gross receipts tax and for their respective share of this revenue.

P. REVENUE FROM FEES:

- (1) Green Fees: All green fees belong to the City.
- (2) Golf Cart Fees: All golf cart rental fees belong to the City.
- (4) Driving Range: All driving range fees belong to the Contractor.
- (5) Food & Beverage, catering, alcohol: All food & beverage, catering, alcohol revenue belongs to the Contractor.
- (6) Retail: All retail revenue belongs to the Contractor.
- (7) Credit Card Service Fee: The Contractor shall pay all of the credit card fees associated with golf shop sales and service.
- (8) All Golf lesson revenue will belong to the contractor.
- (9) All on-course golf lessons conducted while playing a round of golf belong to the contractor, but applicable green fees and cart fee must be paid in addition to the lesson fee.

Q. GIVEAWAYS

(1) Neither Contractor, nor its employees, shall give away any free golf play which by such act would lessen the gross revenue, which otherwise would be derived from the operation of the clubhouse, concession or golf course, nor shall Contractor or its employees, sell any tickets for play at less than the established rate or give out or make available any free passes for play on the course without the prior approval of the City Manager or his/her designee.

R. CARE OF BUILDING AND EQUIPMENT

(1). In the event of any breakdown or malfunction of any City property necessitating repair or replacement, the Contractor shall immediately notify in writing to the City of such conditions. The City shall replace or repair such property within a reasonable time upon receipt of written notification. The Contractor waives its rights to make any repairs at the expense of the City except upon the written approval of the City Manager or his/her designee.



(2). The Contractor shall be responsible and pay for any and all routine maintenance of the Facility including the kitchen, snack grille and bar area, such as clogged sinks, grease trap, septic system, oven hood, fire suppression system etc., and shall keep all City property in good condition with ordinary wear and tear excepted.

(3). In the event of any breakdown of permanent fixtures (HVAC units, Security and/or Fire Alarm Systems, walk-in freezer, refrigeration units, roof and/or ceiling repair) to the building or malfunction of any City property necessitating repair or replacement, the Contractor shall immediately notify in writing to the City of such conditions. The City shall replace or repair such property within a reasonable time upon receipt of written notification. The Contractor waives its rights to make any repairs at the expense of the Lessor except upon City written approval of the City Manager or his/her City's designee. In the event that any damage or neglect is a direct result of misuse or willful neglect by the service provider, their staff, or contractors, the Contractor shall reimburse the City for those maintenance issues.

(4). Upon written request of the Contractor, the City may furnish without charge to the Contractor, a limited storage and commissary space for stock and equipment where available. The decision whether space is available is within the sole discretion of the Golf Course Manager. Locations of storage space requested by the Contractor shall be designated by the Golf Course Manager. The Contractor shall acquire no rights to such locations once assigned, and the City reserves the right to require the Contractor to move such storage.

(5). The equipment below is provided by the City, should a malfunction occur, it is the responsibility of the Contractor to maintain or replace equipment at their own expense. The equipment is as follows: Ice machine, microwave, sandwich bar, dishwasher (servicing of unit), storage shelving, tables, chairs, televisions, PA system, deep-fry cooker, and meat slicers.

(6). Any equipment donated to the Contractor shall become City property.

## **2. STANDARD OF PERFORMANCE; LICENSES.**

(1). The Contractor represents that the Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Agreement.

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

## **3. COMPENSATION**

(1). The City shall pay to the Contractor in full payment for management services rendered not to exceed the cost response (APPENDIX C), excluding/including gross receipts tax for the term of this Agreement. The contractor shall be paid on a monthly basis and in predetermined installments based on activity levels throughout the year. Additionally, the City will pay for the natural gas and electricity utilities on the premises.

(2). The City shall reimburse the Contractor for its demonstrated actual hourly labor costs based on the City's minimum wage, for the term of this Agreement for providing staff to regularly maintain the seventy-five (75) Club Car golf fleet of carts and other mechanical equipment, including cleaning, preventive maintenance, fixing or replacing tires and

performing all mechanical work according to specifications and warranties from the manufacturer and the requirements of the City.

(3). In the event that golf cart fleet repairs are not or have not been addressed by the Contractor before the return of golf cart fleets to the golf cart fleet City, the Contractor shall be responsible for payment of all costs of repairs, exclusive of normal wear and tear, to the golf cart fleet.

(4). The City shall reimburse the Contractor for miscellaneous parts and repairs of golf cart fleet when parts are necessary and based on emergency need.

(5). The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement, except for the sums paid pursuant to paragraph 3.

(6). Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

(7). Upon termination of this Agreement, the City or a new Contractor agrees to purchase from the Contractor at negotiated cost, any pro shop merchandise personalized with the name or logo of the Marty Sanchez Links de Santa Fe golf course.

(8). In the event of termination of this Agreement, the City or a new Contractor shall have the option of purchasing from the Contractor, said equipment, fixtures, supplies and inventory at the depreciated fair market value.

(9). The contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

#### **4. TERM**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **(4) Four Years from the date of final signature** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This contract may not exceed (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

#### **5. TERMINATION.**

(1). Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or

otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

## **6. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## **7. STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

## **8. ASSIGNMENT**

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

**9. SUBCONTRACTING**

The Contractor shall allow for subcontracting any portion of the services to be performed under this Agreement with prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

**10. RELEASE**

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

**11. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

**12. PRODUCT OF SERVICES – COPYRIGHT**

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

**13. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT**

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

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

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

or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

(4). All terms defined in the Governmental Conduct Act have the same meaning in this section.

**14. AMENDMENT**

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

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

**15. ENTIRE AGREEMENT**

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

**16. PENALTIES FOR VIOLATION OF LAW**

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

**17. EQUAL OPPORTUNITY COMPLIANCE**

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

**18. APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent

jurisdiction in accordance with NMSA 1978, sec. 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**19. WORKERS COMPENSATION**

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

**20. PROFESSIONAL LIABILITY INSURANCE**

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

**21. OTHER INSURANCE**

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

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

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

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

**22. RECORDS AND FINANCIAL AUDIT**

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

## **23. INDEMNIFICATION**

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

## **24. NEW MEXICO TORT CLAIMS ACT**

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

## **25. INVALID TERM OR CONDITION**

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

## **2. ENFORCEMENT OF AGREEMENT**

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

## **28. NOTICES**

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

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

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

**29. AUTHORITY**

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

**30. MERGER**

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

**31. NON-COLLUSION**

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

**32. DEFAULT/BREACH**

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

**33. EQUITABLE REMEDIES**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

**34. DEFAULT AND FORCE MAJEURE**

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or



negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

CONTRACTOR:

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

\_\_\_\_\_  
NAME

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

\_\_\_\_\_  
TITLE

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

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

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

ATTEST:

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

CITY ATTORNEY'S OFFICE (REQUEST FOR PROPOSALS ONLY):

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

APPROVED FOR FINANCES:

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

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

Item# \_\_\_\_\_  
Munis Contract# \_\_\_\_\_  
RFP# 23/47/P \_\_\_\_\_

**CITY OF SANTA FE**  
**PROFESSIONAL SERVICES AGREEMENT**  
**REQUEST FOR PROPOSALS ONLY**

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

**RECITALS**

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

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

**WHEREAS**, the Contractor does hereby accept its designation as golf and food and beverage service provider, rendering services related to Marty Sanchez Links de Santa Fe for the City, as set forth in this Agreement; and

**WHEREAS** all terms and conditions of the RFP Golf Course Management Services, 23-47-P and the Contractor's response to such document(s) are incorporated herein by reference; and

**WHEREAS**, it is agreed by the parties that the performance of the professional services is for a period of four (4) years beginning on July 1, 2023, as directed by the City.

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

**1. SCOPE OF WORK.**

The Contractor shall provide the following services for the City:

A. The City of Santa Fe is seeking a contractor to manage all operations for golf and restaurant services. The goal of this RFP is to select a contractor who will consistently deliver an elevated standard of service to patrons in all areas including facility maintenance for all physical structures in coordination with the City's Golf Manager and Project Manager.

B. The monthly management fee structure provides for the City of Santa Fe to pay the contractor a fee for management and the Contractor and City to share in the profits of the operation. A renovation credit to the Contractor is planned to address deferred maintenance on the physical structures.

C. As a bid alternate, Contractor may propose to also perform turf management to supplement the capacity and capability of bargaining unit employees. This includes but is not limited to provision of staff, machines, application of fertilizers, operation and maintenance of irrigation systems, greens core aerification, greens verticutting, tee box and fairway core aerification, integrated pest management, and other turf management practices needed to maintain and improve the golf course so it is in peak playing condition. A list of turf equipment available for purchase from the City is in Appendix G. The City will continue to maintain the potable water system, effluent water system, applicable permits, and other basic utilities on the property.

D. As an additional bid alternate, Contractor may propose to perform marketing for the golf course to supplement the capacity and capability of bargaining unit employees. This includes but is not limited to the provision of print and video advertising, promotional materials, email newsletters, public relations, website maintenance, and social media content.

E. HOURS OF OPERATION:

(1) Subject to course conditions and inclement weather as determined by the Golf Course Manager, the golf course shall be open year-round inclusive of all holidays (the exception being Christmas Day) from sunrise to sunset.

(2) On those days the course is closed by the City for the entire day due to inclement weather, such as snow, the pro shop will remain closed and signage posted for the general public.

F. GOLF OPERATIONS PERSONNEL:

(1) Staff the facility with a full-time certified Class A., PGA golf professional, a dedicated merchandiser, and full-time and/or part-time skilled or unskilled labor and licensed and/or certified professional personnel who are able to competently perform the duties required.

(2) Determine the number of staff to be hired based on seasonal needs and activities to be able to provide quality customer service at all times.

(3) Shall, when the Head PGA Pro is not on site, have two alternate staff members such as an Assistant Pro (also in good standing with the PGA and actively pursuing class A membership) or a dedicated merchandiser who are both capable and knowledgeable to make decisions and resolve all issues as may be necessary.

(4) Implement a volunteer marshal program to be hired based on seasonal needs & activities, and to be approved by the Golf Course Manager or his/her designee. Ensure that MSL golf rules are followed, including a steady pace of play and also ensure that customers are paying and to provide quality customer service at all times. Marshals will be allowed playing and range privileges if they are actively volunteering in the program.

- (5) Develop a starter position during the busiest golfing times to ensure payment of patrons and to explain golf rules.
- (6) Promptly inform the Golf Course Manager of any changes in personnel.

G. MANAGEMENT PRACTICES:

Golf services

- (1) Develop written policies and procedures for each area of responsibility, subject to City review and approval, and provide annual training to all employees on these policies and procedures, inclusive of stated performance expectations. Encourage staff to begin or continue education requirements for PGA class A membership status.
- (2) Quarterly provide training to all employees on the provision of quality customer service. If the City offers such training, Contractor agrees to send its staff to scheduled trainings. The Head PGA Pro will hold quarterly meetings with their staff to review expectations of Contractor as they pertain to MSL policies and procedures to ensure compliance.
- (3) Consistently enforce all Contractor policies and procedures developed to ensure employee compliance.
- (4) The Head PGA Pro and/or Assistant Pro will meet on a weekly basis with the Golf Course Manager or designee and golf course superintendent to discuss pertinent issues and upcoming events or promotions. It shall be incumbent on the Head PGA Pro or Assistant Pro to meet with staff following this meeting to share decisions made or concerns raised by the City.
- (5) The Head PGA Pro and/or Assistant Pro will attend quarterly Advisory Subcommittee meetings and provide updated informational reports.

Restaurant

- (6) All Restaurant services will require entering into a separate facility use or lease agreement with the City, which will be severable from the remainder of this Professional Services Agreement.

(7) Operate the Facility that includes snack grille, kitchen, bar area, food and beverage cart and provide catering for special events and functions at the Marty Sanchez Links de Santa Fe located at 205 Caja del Rio, Santa Fe, NM 87507.

Provide food, non-alcoholic and alcoholic beverages to the general public.

- (8). Provide a varied menu consisting of breakfast, lunch, snacks, dessert and evening meals that are priced competitively, healthy and subject to annual review and approval of the City.
- (9). Provide a limited menu that is "quick" and offered to golf patrons who are playing a round of golf and "making the tum" to the #10 tee box.
- (10). Provide food and beverages to a larger number of patrons when special events or tournaments require serving everyone at the same time.
- (11). Promote the use of the facility for private functions and be able to develop varied menus to accommodate the needs of the client.
- (12). Maintain the same operating hours as the golf course operations unless there is approval from the City to change or modify hours of operation. In the event of winter

weather that results in a closure of the golf course, the Contractor shall be allowed to close the restaurant for a two-week period for the purposes of winter maintenance (painting, cleaning, refurbishing of furniture), during the following dates (and are subject to change based on weather and operational needs):

- January 2-January 16, 2023
- January 2-January 16, 2024
- January 2-January 16, 2025
- January 2-January 16, 2026

(13). Provide and operate on a daily basis, unless otherwise agreed to by the City, a fully stocked food and beverage cart during the peak golfing season (April and October on weekends; May, June, July, August, and September (7-days/week).

(14). Ensure that concession prices must be posted on permanent displays on all stands and equipment.

(15). Provide the Golf Course Manager with any menu price increase/decrease changes and subject to annual review and approval by Golf Course Manager.

(16). Collaborate with the Golf Course Manager on advertising efforts that affect the facility.

(17). All advertising, direct mail and other promotional activity must be approved in advance by the Golf Course Manager. Advertising and promotional items for the purpose of marketing the restaurant must carry both the restaurant logo and the Marty Sanchez Links de Santa Fe name or logo and be paid for by the Contractor (unless the Marketing bid alternative is selected).

(18). Furnish, at Contractor's expense, ice for all functions. Since past experiences have shown that the ice machine does not produce enough ice during peak times, it is recommended that the Contractor purchase additional ice.

(19). The Restaurant Manager shall attend weekly staff meetings as required by the Golf Course Manager and include the quarterly Advisory Sub-Committee Board meeting.

(20). Be responsible for initiating, maintaining, and supervising all safety precaution programs in connection with its services.

(21). Report to the Golf Course Manager any unusual condition which has occurred or which the Contractor anticipates, including complaints from customers, staff changes, legal action and other information which relates to the Contractor and its clients of the food and beverage facility.

(22). Utilize window for food and beverage sales to golf patrons "making the turn" to the number 10 tee box.

#### H. RESTAURANT AND BAR PERSONNEL

(1) Provide adequate levels of staffing for both seasonal demand and for special events and functions that require additional staff.

- (2) Provide staff who have both previous restaurant or concession experience and who have the ability to prepare food consistent with set standards and who have all been trained to provide quality customer service.
- (3) At own expense, provide point of sale training for all restaurant staff required to operate the cash register terminals or iPads for all sales transactions.
- (4) Provide staff that is properly certified and licensed by the State of New Mexico to serve alcoholic beverages.
- (5) Require all staff to wear uniforms or proper golf attire with either the Marty Sanchez Links de Santa Fe logo or a restaurant logo placed on the uniform shirts. No other golf course logo shall be advertised/worn by staff of the restaurant. Uniforms shall be of a standard style selected and purchased by the Contractor and approved by the City.
- (6) Staff shall park in the designated golf course parking lot.
- (7) Only one (1) cook and one (1) manager shall be authorized to park one (1) vehicle each, behind the restaurant adjacent to the walk-in cooler and storage unit. All other access is for restaurant customer parking, emergency and delivery vehicles only.

I. LICENSING AND COMPLIANCE

- (1) Comply with all rules and regulations of the New Mexico Department of Health, New Mexico Environment Department, the Alcohol and Gaming Division of the Regulation and Licensing Department, and all applicable laws, statutes and ordinances of the State of New Mexico and the City of Santa Fe, including health and safety codes.
- (2) Obtain and maintain at Contractor's expense all permits and licenses required by such laws and regulations.
- (3) Assist the City in obtaining and preparing any applications and supporting documents to renew the Liquor License.
- (4) Possess a current City Registration License and a Gross Receipts Tax Identification (CRS) Number. The Contractor shall provide the City with evidence of its compliance with this requirement as a condition prior to performing services under this Lease.
- (5) At Contractor's expense, ensure that the interior, exterior and all supplies, equipment and funds are adequately secured utilizing surveillance cameras and other security measures.
- (6) All food and beverages kept for sale shall be subject to inspection by the City and/or appropriate governmental agencies.

J. ADDITIONAL SERVICES:

- (1) Collect and accurately account for applicable revenue including but not limited, to all green fees, cart fees, resident card and user fees, driving range fees and money received from the sale of pro shop merchandise and any other revenue required to be collected by the City.
- (2) At the Contractor's own expense, obtain training services necessary for all staff to operate the Point of Sale System using the Point of Sale Software program.
- (3) Provide professional golf instruction to individuals and groups and have exclusive rights to provide all instruction as well as hire part time, qualified instructors.
- (4) Provide golf equipment repair services, power and pull cart rentals, golf equipment rentals and vending machines.
- (5) At the Contractor's own expense, provide functioning enclosed/caged tractor golf ball picker for use on the driving range.

(6) Provide a minimum of one full-time mechanical equipment repair employee whose wages will be reimbursed by the City when working on City equipment including but not limited to 75 golf cars leased by the City.

K. PROGRAM DEVELOPMENT:

- (1) Plan and develop activities, golf tournaments and programs for the year with the goal of increasing rounds of golf for all age groups.
- (2) Develop promotional programs that, subject to City review and approval, focus on golfing activities for all ages.
- (3) Work with the City to develop marketing and advertising programs and plans for the Marty Sanchez Links de Santa Fe.
- (4) Develop a specific program which will increase and maintain a loyal local client base.
- (5) Work with the City to develop a program that will create promotion of MSL and synergy among the Convention & Visitor's Bureau to increase the out-of-town visitor client base.

L. GOLF CARTS:

- (1) Develop a daily, weekly, and monthly cleaning schedule for the cart barn, which includes sweeping and washing the floor on a daily basis and ensuring staff are being held accountable for completing this duty.
- (2) Ensure that cart staff are adhering to the cleaning standards developed for the daily cleaning of carts.
- (3) Develop preventive maintenance schedules for each golf cart and ensure a maintenance history is kept detailing all work completed on every golf cart and provide records to the City.
- (4) Regularly maintain the golf cart fleet including cleaning, preventive maintenance, fixing or replacing tires, performing all mechanical work according to specifications from the manufacturer, and keeping an inventory of necessary parts to be purchased and paid for by the City. Collaborate with the City on any golf cart maintenance needs and as needed, coordinate repairs accordingly.
- (5) Ensure that sand & seed containers in golf carts are filled on each use of golf cart.
- (6) Post information in each golf cart as directed by the MRC Manager.

M. CLEANING RESPONSIBILITIES:

- (1). Ensure that clubhouse restrooms and water fountains are checked and cleaned to a high standard at a minimum of two times per day (midday and prior to closing) and at Contractor's expense, are sufficiently stocked with toilet paper, soap and paper towels. Restrooms are to be swept, mopped and trash removed on a daily basis.
- (2). Maintain the exterior of the clubhouse by sweeping and washing cemented areas and removing trash daily or as much as necessary to keep the areas neat and clean.
- (3). Maintain the range building and starter station by removing debris, emptying trash cans, sweeping cemented walkways, cleaning windows, and dusting countertops.
- (4). Ensure that clubhouse offices, stock room and starter building are clean, and organized at all times. Also ensure that the offices are cleaned, painted and if need be refurbished annually.
- (5). Ensure a well stocked pro shop, inclusive of varied sizes and styles of merchandise at

all times, and offer merchandise at competitive prices.

(6). Maintain the driving range on a daily basis or as needed by aligning and moving ropes, emptying trash cans, removing empty buckets, and retrieving balls from the range.

(7). Ensure that every staff member whose duties regularly call for dealing with the public is required to wear golf attire. Ensure that every staff person is issued and required to wear a name tag.

(8). Submit a list at the end of the month indicating the number of individuals who have received golf instruction through either individual or group lessons or by attending clinics.

(9). Maintain at all times the receiving area where food and beverages are delivered in a clean and orderly manner.

(10). Keep the kitchen, snack grille, bar area, and outside patio clean, orderly and sanitary at all times in strict accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. These areas, inclusive of the tables and chairs inside and outside, shall be cleaned thoroughly each day, and dependent on the amount of usage; shall be cleaned as frequently as deemed necessary.

(11). Carpeted areas are to be vacuumed daily and cemented areas are to be swept or washed down on a regular basis. At Contractor's own expense, on a quarterly basis, the carpeting within the snack grille and bar area shall be steam-cleaned. Proof of steam cleaning service shall be provided to the Golf Course Manager on a quarterly basis.

(12). At Contractor's own expense, on a semi-annual basis, hood cleaning shall be scheduled and completed. Proof of hood cleaning service shall be provided to the Golf Course Manager on a semi-annual basis.

(13). Trash containers shall be emptied by Contractor staff on a daily basis and at no time may refuse be kept overnight within the kitchen, snack grill area, or bar area.

(14). Trash receptacles and recycle bins located behind the restaurant shall be emptied daily including all cardboard boxes shall be broken down and placed in the designated "cardboard only" dumpster. Trash shall be emptied at dumpster locations and any litter that is deposited on the ground shall be picked up and placed in dumpster.

(15). During all catered events either private or tournament, golf course rules shall be enforced and provided to clients. For non-tournament clients, shall enforce security to be provided and proof of certificate of liability from security vendor.

(16). Agrees that it has inspected the facilities and equipment and thoroughly understands the area and equipment that is being provided by the City. No other verbal indication of additional City facilities, equipment or improvements are authorized or binding.

(17). Acknowledges that the City is not responsible for any financial losses claimed by the Contractor.

(18). Acknowledges that any additional kitchen equipment, in addition to the equipment currently owned by the City, shall be purchased at its own expense.

(19). Acknowledges that two food and beverage carts must be secured at its own expense and utilized daily in correlation with tee-time scheduling during the peak golf season (April and October on weekends; May, June, July, August, and September 7-day/week).

(20). Allow employees to enter upon and remain at the restaurant during events for a reasonable time prior to and subsequent to events, only for the purpose of providing the services herein mentioned.

(21). **All cleaning and other services provided shall be to the sole satisfaction of the City.**



N. LIQUOR LICENSE

- (1). The Contractor shall be entitled to the use and operation of a Governmental Liquor License located at Marty Sanchez Links de Santa Fe. Contractor shall use the Governmental Liquor License for the purpose of serving alcoholic beverages on the premises, in conjunction with Contractor's snack grille business.
- (2). All beverages, alcoholic and non-alcoholic, are to be provided by the Contractor.
- (3). All sales and service of alcoholic beverage are to be made only within those areas of the Liquor License Premises that are shown and designated as the authorized area in the City's application for the Liquor License ("Authorized Area"). Contractor may sell and dispense alcoholic beverages under the Liquor License (i) by trained alcohol servers; and (ii) during hours consistent with the conditions of the Liquor License for all events where alcoholic beverages are served.
- (4). Assist the City in obtaining and preparing any applications and supporting documents to renew the Liquor License as required by the State of New Mexico. Contractor shall pay to the Alcohol and Gaming Division all fees for applications for the Liquor License, renewals of the Liquor License and any other fees associated with the Liquor License. Contractor shall satisfy all requirements of the State of New Mexico in order to qualify as a user to operate under the City's Liquor License.

O. CASH HANDLING REPORTING, LEASE, FEES & BILLINGS

- (1). The Contractor shall collect and deposit on a daily basis all cash, checks, and credit cards settlements in the Contractor's account established only for Marty Sanchez Links de Santa Fe golf course. The Contractor shall submit to the City a daily sales report, cash reconciliation, deposit slip with copies of all deposit receipts, cash register tapes, credit card settlement reports, monthly copies of the bank statements and copy of the monthly bank reconciliation. The City and the Contractor shall each be responsible for the gross receipts tax and on their respective share of this revenue.

P. REVENUE FROM FEES:

- (1) \_\_\_\_\_ % of hard and soft goods sold in the pro shop and restaurant belong to the City.
- (2) Green Fees: All green fees belong to the City.
- (3) Golf Cart Fees: All golf cart rental fees belong to the City.
- (4) Driving Range: All driving range fees belong to the Contractor.
- (5) Armored Car Services Fee: The Contractor shall pay all Armored Car costs.
- (6) Credit Card Service Fee: The Contractor shall pay all of the credit card fees associated with golf shop sales and service.
- (7) All golf lessons conducted while playing a round of golf are subject to the payment of applicable green fees and cart fees.

Q. GIVEAWAYS

- (1) Neither Contractor, nor its employees, shall give away any free golf play which by such act would lessen the gross revenue, which otherwise would be derived from the operation of the clubhouse, concession or golf course, nor shall Contractor or its employees, sell any tickets for play at less than the established rate or give out or make available any free passes for play on the course without the prior approval of the City Manager or his/her designee.

**R. CARE OF BUILDING AND EQUIPMENT**

(1). In the event of any breakdown or malfunction of any City property necessitating repair or replacement, the Contractor shall immediately notify in writing to the City of such conditions. The City shall replace or repair such property within a reasonable time upon receipt of written notification. The Contractor waives its rights to make any repairs at the expense of the City except upon the written approval of the City Manager or his/her designee.

(2). The Contractor shall be responsible and pay for any and all routine maintenance of the Facility including the kitchen, snack grille and bar area, such as clogged sinks, grease trap, septic system, oven hood, fire suppression system etc., and shall keep all City property in good condition with ordinary wear and tear excepted.

(3). In the event of any breakdown of permanent fixtures (HVAC units, Security and/or Fire Alarm Systems, walk-in freezer, refrigeration units, roof and/or ceiling repair) to the building or malfunction of any City property necessitating repair or replacement, the Contractor shall immediately notify in writing to the City of such conditions. The City shall replace or repair such property within a reasonable time upon receipt of written notification. The Contractor waives its rights to make any repairs at the expense of the Lessor except upon City written approval of the City Manager or his/her City's designee. In the event that any damage or neglect is a direct result of misuse or willful neglect by the service provider, their staff, or contractors; the Contractor shall reimburse the City for those maintenance issues.

(4). Upon written request of the Contractor, the City may furnish without charge to the Contractor, a limited storage and commissary space for stock and equipment where available. The decision whether space is available is within the sole discretion of the Golf Course Manager. Locations of storage space requested by the Contractor shall be designated by the Golf Course Manager. The Contractor shall acquire no rights to such locations once assigned, and the City reserves the right to require the Contractor to move such storage.

(5). The equipment below is provided by the City, should a malfunction occur, it is the responsibility of the Contractor to maintain or replace equipment at their own expense. The equipment is as follows: Ice machine, microwave, sandwich bar, dishwasher (servicing of unit), storage shelving, tables, chairs, televisions, PA system, deep-fry cooker, and meat slicers.

(6). Any equipment donated to the Contractor shall become City property.

**2. STANDARD OF PERFORMANCE; LICENSES.**

(1). The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

**3. COMPENSATION**

(1). The City shall pay to the Contractor in full payment for management services rendered not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_), excluding/including gross receipts tax for the

term of this Agreement. Contractor shall be paid on a monthly basis and in predetermined installments based on activity levels throughout the year. Additionally, the City will pay the natural gas and electricity utilities on the premises.

(2). The City shall reimburse the Contractor for its demonstrated actual hourly labor costs based on the City's minimum wage, for the term of this Agreement for providing staff to regularly maintain the seventy-five (75) Club Car golf fleet of carts and other mechanical equipment, including cleaning, preventive maintenance, fixing or replacing tires and performing all mechanical work according to specifications and warranties from the manufacturer and the requirements of the City.

(3). In the event that golf cart fleet repairs are not or have not been addressed by the Contractor before the return of golf cart fleets to the golf cart fleet City, the Contractor shall be responsible for payment of all costs of repairs, exclusive of normal wear and tear, to the golf cart fleet.

(4). The City shall reimburse the Contractor for miscellaneous parts and repairs of golf cart fleet when parts are necessary and based on emergency need.

(5). The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement, except for the sums paid pursuant to paragraph 3.

(6). Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

(7). Upon termination of this Agreement, the City or a new Contractor agrees to purchase from the Contractor at negotiated cost, any pro shop merchandise personalized with the name or logo of the Marty Sanchez Links de Santa Fe golf course.

(8). In the event of termination of this Agreement, the City or a new Contractor shall have the option of purchasing from the Contractor, said equipment, fixtures, supplies and inventory at the depreciated fair market value.

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

## **5. TERM**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **DATE** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

**6. TERMINATION.**

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

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

**7. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**8. STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City

vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**9. ASSIGNMENT**

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

**10. SUBCONTRACTING**

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

**11. RELEASE**

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

**12. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

**13. PRODUCT OF SERVICES – COPYRIGHT**

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

**14. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.**

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

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

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

(4). All terms defined in the Governmental Conduct Act have the same meaning in this section.

**15. AMENDMENT**

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

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

**16. ENTIRE AGREEMENT**

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

**17. PENALTIES FOR VIOLATION OF LAW**

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

**18. EQUAL OPPORTUNITY COMPLIANCE**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be

denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**19. APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2 . By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**20. WORKERS COMPENSATION**

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

**21. PROFESSIONAL LIABILITY INSURANCE**

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

**22. OTHER INSURANCE**

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

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

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

made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

**23. RECORDS AND FINANCIAL AUDIT**

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

**24. INDEMNIFICATION**

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

**25. NEW MEXICO TORT CLAIMS ACT**

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

**26. INVALID TERM OR CONDITION**

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

**27. ENFORCEMENT OF AGREEMENT**

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



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

## **28. NOTICES**

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

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

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

## **29. AUTHORITY**

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

## **30. MERGER**

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

## **31. NON-COLLUSION**

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

## **32. DEFAULT/BREACH**

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

## **33. EQUITABLE REMEDIES**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this

Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

### 34. DEFAULT AND FORCE MAJEURE

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

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

CITY OF SANTA FE:

CONTRACTOR:

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

\_\_\_\_\_  
NAME

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

\_\_\_\_\_  
TITLE

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

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

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

ATTEST:

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

CITY ATTORNEY'S OFFICE (REQUEST FOR PROPOSALS ONLY):

*Marcos Martinez*  
\_\_\_\_\_

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org#.