



**ACTION SHEET**  
**CITY COUNCIL COMMITTEE MEETING OF 07/08/2015**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 06/29/2015**

<b>ISSUE:</b>			
10. Request for Approval of Professional Services Agreement – Development and Administration for Green Lodging Initiative (RFP # 15/20/P); Santa Fe Watershed Association. (John Alejandro)			
<b>FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM</b>			
<b>FUNDING SOURCE: 52300.510300 and 22116.510340</b>			
<b>SPECIAL CONDITIONS OR AMENDMENTS</b>			
<b>STAFF FOLLOW-UP:</b>			
<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	Excused		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

06/29/2015

**ACTION SHEET**  
**PUBLIC UTILITES COMMITTEE MEETING 6/3/15**

**ISSUE NO. 17**

Request for approval of award of bid number '15/20/P to Santa Fe Watershed Association for the Santa Fe Green Lodging Initiative for the amount of \$49,610.00 exclusive of NMGR.T. (John Alejandro)

Public Utilities Committee -- 6/3/15  
Finance Committee -- 6/15/15  
City Council -- 6/24/15

**PUBLIC UTILITIES COMMITTEE ACTION: Approved to forward to 6/15/15 Finance Committee.**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

<b>VOTE:</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	X		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR IVES	X		

**CITY OF SANTA FE RFP PROCUREMENT CHECKLIST**

Contractor Name: Santa Fe Watershed Association

Procurement Title: Green Lodging Initiative

Solicitation RFP#: '15/20/P

Department Requesting/Staff Member John Alejandro, Public Utilities

**Procurement Requirements:**

*A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.*

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\***

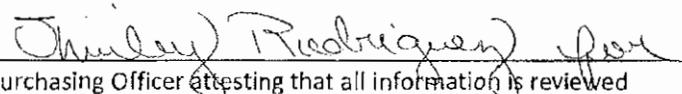
YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tabulation Evaluation score sheet
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: <u>Resolution 2014-37</u>

John Alejandro, Renewable Energy Planner

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included



Purchasing Officer attesting that all information is reviewed

**REQUIRED DOCUMENTS FOR BID FILE\***

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final RFP Document
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All addendums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all RFP submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete evaluation score sheets

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications                             |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.)  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Pricing evaluation   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Other: _____   |

**AWARD\***

YES    N/A

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Fully executed Memo to Committees from the Department with recommendation of award           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Winning proposal (this is a copy that has all confidential/proprietary information excluded) |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Contract Award Notice  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Email or notification sent to all Proponent(s)/Offerors that award was made                  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation         |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Other: _____   |

**DISCLOSURES\***

YES    N/A

**Contractor Disclosures & Conflicts of Interest**

- |                          |                                     |  |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))            |
|                          |                                     | <b>Contractor –Conflicts of Interest</b>   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict                          |
|                          |                                     | <b>Subcontractor Disclosures</b>   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s)                             |
|                          |                                     | <b>Subcontractor –Conflicts of Interest</b>  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict                                |
| <input type="checkbox"/> | <input type="checkbox"/>            | Other: _____   |

**CONTRACT\***

YES    N/A

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Copy of Executed Contract                             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Copy of all documentation presented to the Committees |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Finalized Council Committee Minutes                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Other: _____  |

**MISCELLANEOUS FILE\***

YES    N/A

- |                                     |                                     |                           |
|-------------------------------------|-------------------------------------|---------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Local Preference Form     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Veterans Exemption        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Other: _____              |

\*

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

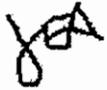
**PROTEST (If applicable)\***

- | YES                      | N/A                                 |   |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation from protester filed with the Purchasing Office               |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Department to Purchasing Office Providing response to protest   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Purchasing Officer to protester and Department on final outcome |
| <input type="checkbox"/> | <input type="checkbox"/>            | Other: _____  |

**Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.**

- | YES                                 | N/A                      |  |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Original proposal (s) with no redactions |

John Alejandro, Renewable Energy Planner  
Department Rep Printed Name and Title



\_\_\_\_\_  
Department Rep Signature attesting that all information included

# City of Santa Fe, New Mexico

# memo

**Date:** May 13, 2015  
**To:** Via Nick Schiavo, Public Utilities Committee/ Finance Committee/ City Council *NSA*  
**From:** John Alejandro, Renewable Energy Planner, Public Utilities Department *JE*  
**RE:** Request to award bid number '15/20/P for the Santa Fe Green Lodging Initiative

## **ITEM AND ISSUE:**

The Public Utilities Department requests award of bid number '15/20/P for the Santa Fe Green Lodging Initiative.

## **BACKGROUND AND SUMMARY:**

In 2013, fourteen bed and breakfasts, hotels, inns motels, and resorts representing a cross section of lodging facilities in Santa Fe participated in the Green Concierge Certificate program, locally known as the Green Lodging Initiative. As a result, collectively the participants realized significant energy and water savings, and other environmental benefits:

- 1.2 million kilowatt hours (kWh) of electricity saved, which represents 356 metric tons of Carbon Dioxide (CO2) saved
- 1.55 million gallons of water saved
- 2,000 pounds of toxic waste eliminated from the transition to environmentally friendly cleaning products
- 1,700 tons of solid waste diverted from landfills
- 300 tons of recycling generated

In FY 2014/15, the Governing Body authorized \$50,000 to be made available to further the Green Lodging Initiative in Santa Fe.

The bids for this project were opened on December 1, 2014 and were subsequently evaluated for completeness and accuracy. The low bid in the amount of \$49,610 was submitted by the Santa Fe Watershed Association. A summary of the bids is provided below:

<b>Bidders</b>	<b>Total Bid without NMGRT</b>	<b>Bid Including Local, Resident or Veterans preference</b>
Santa Fe Watershed Association	\$ 49,610.00	\$
REA Business Strategies	\$ 49,899.00	\$

Funds for this work are available in Business Unit, Line Item 52300.510300 in the amount of \$30,000, and 22116.510340 in the amount of \$20,000.

**RECOMMENDATION:**

The Public Utilities Department recommends:

- Review and approval of award of contract to the Santa Fe Watershed Association for the development and administration of the Green Lodging Initiative under RFP No. '15/20/P for the total amount of \$49,610.
- Forwarding and recommendation of approval of the award and contract at the Public Utilities Committee, Finance Committee and the Governing Body on June 3, 15 and 24 respectively.

cc:



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**Section to be completed by department for each contract or contract amendment**

1 **FOR:** ORIGINAL CONTRACT  or CONTRACT AMENDMENT

2 Name of Contractor Santa Fe Watershed Association

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$50,000.00

Termination Date: June 30, 2016

Approved by Council Date: pending

or by City Manager Date: \_\_\_\_\_

Contract is for: green lodging

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 50,000



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**5 Procurement Method of Original Contract:** (complete one of the lines)

RFP# 15/20/P Date: \_\_\_\_\_

RFQ  \_\_\_\_\_ Date: \_\_\_\_\_ #

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other Exempt approved \_\_\_\_\_

**6 Procurement History:** \_\_\_\_\_  
example: (First year of 4 year contract)

**7 Funding Source:** \_\_\_\_\_ **BU/Line Item:** 52300 22116

**8 Any out-of-the ordinary or unusual issues or concerns:**  
none  
(Memo may be attached to explain detail.)

**9 Staff Contact who completed this form:** Maya Martinez

Phone # 955-4271

**10 Certificate of Insurance attached.** (if original Contract)

**Submit to City Attorney for review/signature**

Forward to Finance Director for review/signature  
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**

CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall perform the following services to the City:

A. Develop and administer the Green Lodging Initiative, pursuant to City of Santa Fe Resolution number 2014-37. The contractor will be responsible for working with and counseling local lodging facilities and restaurants to:

1) Implement all projects and programs as described in their submitted response to RFP '15/20/P, as reflected in Appendix A of this contract, including:

(a) Enrollment of each lodging facility and restaurant participating in the Green Lodging Initiative in the Energy Star Portfolio Manager tool, and use of the tool to assist in the reporting and tracking of each participant's energy and water use, and greenhouse gas emissions.

2) Identify opportunities to achieve energy and water savings within their facilities;

3) Identify and recommend appropriate technologies that can be utilized in achieving such savings;

- 4) Create a project management plan, schedule and budget related to implementing such technologies;
- 5) Facilitate the implementation of such technologies between the lodging facilities and restaurants and third party installation companies, or with maintenance/facilities staff within the lodging facilities and restaurants themselves; and,
- 6) At the end of the program, draft and submit a report to the City that details the work that was done with each lodging facility and restaurant to achieve energy and water savings, which should include, but not be limited to:
  - (a) All costs associated with developing and administering this initiative;
  - (b) All costs incurred by each lodging facility and restaurant to implement energy and water savings technologies;
  - (c) Data related to actual and/or projected energy and/or water used before and after the implementation of energy and water saving technologies, including access to data inputted into Energy Star Portfolio Manager and the H2Otel Challenge; and,
  - (d) Data related to any cost savings or increases that occur after the implementation of energy and water saving technologies.

B. Identify key benefits/results from each program participant's involvement in the initiative that they may utilize in their business marketing efforts.

1) Develop a recognition award and/or a Green Lodging Initiative completion award that can visibly showcase a participant's successful completion of the program.

C. Conduct a meeting or series of meetings between the program participants and the City of Santa Fe Water Division to learn about and understand the programs, incentives and rebates the division provides related to water conservation that program participants may be eligible to receive and/or participate in.

D. Develop a way to make the Green Lodging Initiative an independent, self-sustaining program that can be administered annually without financial assistance from the City of Santa Fe.

## 2. STANDARD OF PERFORMANCE; LICENSES

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

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

## 3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed fifty-thousand dollars (\$50,000), plus applicable gross receipts taxes.

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2016, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

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

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services

satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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

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

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

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

### 13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the

laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or

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

22. NOTICES

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

City of Santa Fe:  
Renewable Energy Planner  
City of Santa Fe  
P.O. Box 909  
Santa Fe, NM 87504

Contractor:  
Santa Fe Watershed Assoc.  
1413 Second Street, Suite  
Santa Fe, NM 87505

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

CITY OF SANTA FE:

CONTRACTOR:  
SF Watershed Assoc.

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
NAME & TITLE

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

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

CRS#02-477993-00-8  
City of Santa Fe Business  
Registration #14-00094214

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 6/8  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ,  
FINANCE DEPARTMENT

52343  
Business Unit Line Item

## APPENDIX A

published by EPA on their public site as of April 2016. Quantitative data from Phase 1 has been incorporated into the Green Lodging Resolution – 2014-37. The initiative culminated in a reception for the participants. The reception program can be viewed on the following link, [http://issuu.com/leoaggiannini/docs/awards\\_program4-17\\_issu](http://issuu.com/leoaggiannini/docs/awards_program4-17_issu)

### ***Santa Fe's Green Lodging Initiative – Phase 2- City Funded / RFP- '15/20/P***

To fully realize Phase 2 of Santa Fe's Green Lodging Initiative, SFWA requests \$49,610. With this award, it is our intention to utilize our proven expertise and knowledge, and replicate the Phase 1 / GC Certification process in order to more than double the number of Santa Fe participating properties that were served in the EPA funded Phase 1 - Green Lodging Initiative. We intend to add and GC Bronze Certify an additional 24 Santa Fe properties, food service and hotels, and by improving energy and water efficiencies, we intend to Silver Certify at least 6 of the existing GC Bronze Certified properties. All participating lodging properties will be encouraged and guided to enroll in Trip Advisor's (TA's) International GreenLeaders Certification and EPA's new Water Sense, H2Otel Water Challenge Program. Meeting the GC Bronze requirements will enable the lodging properties to be eligible for enrollment in the H2Otel Water program as well as meet, at minimum, TA's Bronze level certification. The certification process and all data collection tools and methodology to be used in Phase 2 will enable facilities to be in compliance with both programs and for SFWA to complete the *RFP Scope of Service Deliverables*.

With the completion of the *RFP Scope of Service* by SFWA, it is our intention for Santa Fe to have 38 participating properties in a nationally recognized third party certification, placing the city as an environmentally conscious climate smart City and a leader in promoting and actualizing eco-tourism.

### ***SFWA Project Partners***

SFWA will work with the **Santa Fe Green Chamber of Commerce and members of the New Mexico Lodging Association** to market the Santa Fe Green Lodging (SFGL) Initiative and solicit engagement from lodging and food service properties in Santa Fe. The Chamber will assist with marketing. A survey vehicle, on site visits, a project participants' meeting and an orientation training will be utilized to insure property engagement and clarity of project process and goals.

SFWA will also work with **Santa Fe Community College (SFCC)** who will be providing local expertise for an on-site energy and water assessor. A highly qualified instructor from the Building Operator Certification program in their EnergySmart Academy will assist in conducting on site assessments and develop recommendations for energy and water efficiencies and compliance with the GC certification program. SFCC in association with Power New Mexico (PNM) will also offer to participating restaurants and lodgings a \$1200 per enrollee scholarship

*Budget & Budget Narrative*

<b>BUDGET FOR RFP '15/20/P</b>		
<b>Item</b>	<b>Description</b>	<b>Cost</b>
# 1	Project Management	\$5,000
# 2	Marketing & Business Selection	\$4,800
# 3	Project Orientation and Training	\$2,910
# 4	Preliminary Site Assessments & Recommendations	\$4,800
# 5	Printing , Supplies & Assessment Tools	\$1,800
# 6	B to B Suppliers Interface	\$3,000
# 7	Business Mentoring & On-Site Assistance- 30 Properties	\$12,000
# 8	GC 3rd Party Assessments	\$5,800
# 9	Data Analysis & Certification Compliance	\$7,000
# 10	Final Project Reports	\$2,500
# 11	<b>TOTAL</b>	<b>\$49,610</b>

Item#1 – Project management and over sight, Item # 2 – Database development, business to business marketing; development, distribution and analysis of an electronic survey, Item # 3 – Participating properties’ project orientation and GC Training, Item # 4 – Preliminary site assessments to establish base lines and recommendations, Item # 5- tools, project supplies and manuals for participating businesses, Item #6 – Meeting with suppliers and establishing relationships with local vendors, Item # 7- Project business mentoring and on-site assistance to all participating businesses, Item # 8 – On site GC 3<sup>rd</sup> party assessments of all participating properties, Item # 9 – Analysis of all participating properties’ data as

well as verification of recommendations and cost savings, Item # 10 – Development of all project reports and contract deliverables, Item # 11- Total Cost –\$ 49,910

**Project Timeline**

PROJECT TIMELINE	3/15	4/15	5/15	6/15	7/15	8/15	9/15	10/15	11/15	12/15	1/16	2/16	3/16	4/16	5/16
Contract Confirmations	X														
Survey & Solicitation		X	X												
Orientation & Training			X	X											
Preliminary Site Assessment				X											
B to B Interface				X	X	X	X		X	X	X				
Business Mentoring & Site Assistance				X	X	X	X		X	X	X				
Property Mid-Project Evaluation								X							
Property Assessments												X	X		
Data Verification & Reporting														X	X

Thank you for the opportunity to submit our proposal. Should you have any questions or need further documentation, please contact Andy Otto, Executive Director SFWA.

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**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2014-37**

**INTRODUCED BY:**

Councilor Peter Ives                      Councilor Signe Lindell  
Councilor Patti Bushee                  Councilor Chris Rivera  
Councilor Bill Dimas

**A RESOLUTION**

**ENDORING THE GREEN LODGING INITIATIVE; AND DIRECTING STAFF TO EXPLORE WAYS TO CONTINUE, FUND AND EXTEND THE GREEN LODGING INITIATIVE TO ALL LODGING FACILITIES IN THE CITY OF SANTA FE.**

**WHEREAS**, fourteen bed and breakfasts, hotels, inns, motels and resorts, representing a cross section of lodging facilities in Santa Fe have participated in the Green Concierge Certificate program; and

**WHEREAS**, such lodging facilities account for approximately 36% of the total number of lodging rooms in Santa Fe and approximately 50% of downtown hotel rooms; and

**WHEREAS**, the Green Concierge Certificate program, known locally as the Green Lodging Initiative, promotes Santa Fe as an environmentally conscious and climate smart city, both nationally and internationally; and

**WHEREAS**, the Santa Fe Watershed Association contracted with Hospitality Green, LLC, founder of the Green Concierge Program, to bring the program to Santa Fe; and

**WHEREAS**, the participating lodging facilities include La Fonda on the Plaza, La Posada de

1 Santa Fe Resort and Spa, Old Santa Fe Inn, Inn on the Alameda, Silver Saddle Motel, Eldorado Hotel  
2 and Spa, Santa Fe Sage Inn, Hotel Santa Fe, Inn of the Governors, Ten Thousand Waves, Inn at Santa  
3 Fe, Inn of the Five Graces, Fort Marcy Suites and Casa Cuma Bed and Breakfast; and

4 **WHEREAS**, such facilities have realized significant energy savings and water savings,  
5 which benefit the community of Santa Fe; and

6 **WHEREAS**, the training that was provided to the staff of the lodging facilities included no  
7 less than 12 hours of training for some 90 persons working the facilities; and

8 **WHEREAS**, the program included an on-site third party assessment of the impact of the  
9 program on the participating facilities; and

10 **WHEREAS**, the assessment included evaluations of each facilities' policies, including,  
11 personnel practices; contractual obligations; waste/recycling; universal waste handling;  
12 purchasing/source reduction; pollution prevention; water/energy usage/maintenance practices and  
13 chemical management and disposal practices; and

14 **WHEREAS**, the lodging industry is a mainstay of the Santa Fe economy, resulting in Santa  
15 Fe collecting in excess of \$8,000,000 in taxes from Santa Fe lodging facilities; and

16 **WHEREAS**, the Green Lodging Initiative has fostered Santa Fe lodging facilities to  
17 participate with local green product vendors in ways that benefit both the lodging facilities and  
18 vendors; and

19 **WHEREAS**, the Green Lodging Initiative stimulates participation in energy efficiency  
20 programs offered by Public Service Company of New Mexico in positive ways; and

21 **WHEREAS**, the following significant results<sup>1</sup> have been achieved through the Green  
22 Lodging Initiative:

23 **ENERGY SAVINGS**

kWh	MMBTU's	Metric Tons CO <sub>2</sub> *
1.2 million per year	1,761,739	356
* EPA Calculator		

1 **WATER SAVED (Annual):**

Water Source	Gallons <sup>1</sup>	Volume Weight of Plastic (lbs)	Metric Tons CO2*
Bottled Water	79,594	5094	5807
Laundry System Change Outs (based on first 2 months)	702,000		
Toilets + Showerheads (partial calculation)	772,000		
<b>Total Water Saved (final figures t.b.d.)</b>	<b>1,553,594</b>		

\* U.S. EPA, 2006. Solid Waste Management and Greenhouse Gases: A Life-Cycle Assessment of Emissions and Sinks

11 **GREEN CLEANING REDUCTIONS FROM CHEMICAL CHANGE OUTS:**

Toxic Waste (lbs)	Plastic Solid Waste (tons)	Water Saved (gallons)
2000 per year	0.8	208

\* AHLA Green Cleaning Calculator

16 **RECYCLING AND SOLID WASTE (does not include reuse quantifications at this time)**

Solid Waste (tons)	Recycling (tons)	Recycling*
1700 per year	300	20%

\* EPA WARM Model

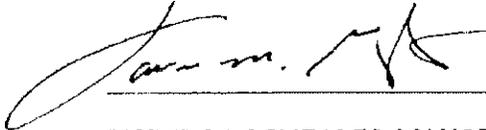
20 **WHEREAS**, continuation of the Green Lodging Initiative will allow for Santa Fe's lodging  
 21 facilities to receive further training for greater incorporation of the Green Meeting Standards in order  
 22 to meet the new requirements of International Green Meeting Standards to further the Santa Fe  
 23 brand; and

1           **WHEREAS**, the continuation of the Green Lodging Initiative will allow Santa Fe's lodging  
2 industry and the City of Santa Fe to promote Santa Fe as an environmentally conscious and climate  
3 smart City; and

4           **WHEREAS**, the City of Santa Fe can and should be a national leader in the green economy,  
5 which will help to attract a greater number of the ever expanding pool of organizations looking to  
6 hold meetings in only those cities that are environmentally conscious and green.

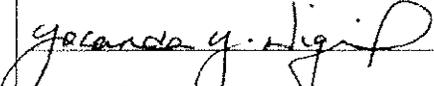
7           **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
8 **CITY OF SANTA FE THAT** the Governing Body hereby authorizes City funding in the amount of  
9 \$50,000 be made available to further the Green Lodging Initiative in the city of Santa Fe and  
10 promote the goal that the remaining 64% of the lodging facilities, by room capacity, become Green  
11 Concierge Certificate holders.

12           **PASSED, APPROVED, and ADOPTED** this 28th day of May, 2014.

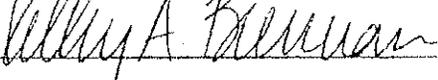
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JAVIER M. GONZALES, MAYOR

15 ATTEST:

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17 \_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

18 APPROVED AS TO FORM:

19   
20 \_\_\_\_\_  
KELLEY A. BRENNAN, INTERIM CITY ATTORNEY

21  
22 M/Melissa/Resolutions 2014/ 2014-37 Green Lodging Incentive

<sup>1</sup> There are not final determinations but are verified as of 4/10/14. More data needs to be entered and confirmed. The figures represent resource reductions achieved by the properties during the project year 2013. Waste and Recycling are actual tonnages of materials disposed of in 2013 calendar year