

CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

**LEASE OF FOOD & BEVERAGE FACILITY AREA
AT THE
GENOVEVA CHAVEZ COMMUNITY CENTER**

RFP '15/30/P

PROPOSAL DUE:

**MARCH 23, 2015
2:00 P.M.
PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD
BUILDING "H" SANTA FE,
NEW MEXICO 87505**

TABLE OF CONTENTS

Advertisement for proposals.....	1
Proposal schedule.....	2
Information to proponents.....	3
Special Conditions.....	9
Submittal Requirements.....	11
Scope of services required.....	13
Submittal Requirements.....	17
Rent and Maintenance.....	18
Final evaluation for written proposals and interviews.....	21

Attachments:

1. Instructions Relating to Local Preference Certification Form
2. Local Preference Certification Form
3. Resident Veterans Preference
4. Minimum Wage Ordinance
5. Sample Contract

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '15/30/P

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, March 23, 2015**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

**LEASE OF FOOD & BEVERAGE FACILITY AT THE GENOVEVA CHAVEZ
COMMUNITY CENTER (GCCC)**

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Robert Rodarte, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.

Robert Rodarte, Purchasing Officer,

Received by the Santa Fe New Mexican Newspaper on: 02/18/15
To be published on: 02/23/15

Received by the Albuquerque Journal Newspaper on: 02/18/15
To be published on: 02/23/15

PROPOSAL SCHEDULE

RFP '15/30/P

- | | | |
|----|---|---|
| 1. | Advertisement: | February 23, 2015 |
| 2. | Issuance of RFP'S: | February 23.2015 |
| 3. | Receipt of proposals: | March 23, 2015
local prevailing time.
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711 |
| 4. | Evaluation of proposals: | April 8, 2015 |
| 5. | Interviews: | April 15, 2015 |
| 6. | Recommendation of award to
Public Works Committee: | April 27, 2015 |
| 7. | Recommendation of award
to Finance Committee: | May 4, 2015 |
| 8. | Recommendation of award
to City Council: | May 13, 2015 |

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit one original and four copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time March 23, 2015.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number: '15/30/P

Title of the proposal: Lease of Food and Beverage Facility at the GCCC

Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretations should be in writing addressed to, Purchasing Director, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505

and to be given consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be mailed by certified mail with return receipt requested to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

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

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

7. **RESIDENT and LOCAL PREFERENCE**

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

APPLICATION-IN-STATE AND OUT OF STATE BIDDERS

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978). To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico General Services Department-Purchasing Office (Joseph Montoya Building-1100 S. St. Francis Drive 87505, 827-0472). The process involves a short application and certification by the applicant of the information requested by the state resident preference statute. The certificate is generally issued immediately.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The local preference for proposals shall be 1.10.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit.

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

- (1) Local business.
- (2) Resident business.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 5% preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section not apply to any purchase of goods or services in excess of \$1,000,000, or when the expenditure of federal funds designated for a specific purchase is involved. Preferences shall not be applied when expenditures of Federal funds designated for a specific contract is involved.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

New Mexico Resident Preference Number (if applicable)_____

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. INVOICING

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. DEFAULT

The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. NON-COLLUSION

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

**BACKGROUND INFORMATION
GENOVEVA CHAVEZ COMMUNITY CENTER
LEASE OF FOOD & BEVERAGE FACILITY AREA**

This Request for Proposal is for the City of Santa Fe's Genoveva Chavez Community Center (GCCC) located at 3221 Rodeo Road. The GCCC is Santa Fe's premier recreation center it is a four acre health and fitness facility. The 177,00 square foot facility features three swimming pools (Olympic lap pool, leisure pool and therapy pool), racquetball courts, ice skating rink, weight room, gymnasium, indoor track and a full slate of classes and leagues, rental classrooms, community room and many other amenities. The facility employees 65-75 staff members during approximately 100 hours of operation. We are seeking a concessions Lessee to sell food and non-alcoholic beverages.

- The facility is open 7 days a week / approximately 340-345 days per year. Standard hours of operation are: Monday through Thursday from 5:30am to 9:45pm, Friday from 5:30 am to 7:45pm, Saturday from 8:00am to 7:45pm and Sunday from 9:00am to 5:45pm.
- The facility is closed approximately 20-25 days per year / closed on 10 ½ City recognized holidays, a few special events, and for approximately 10 days in the fall for maintenance.
- The annual revenue has averaged \$1,800,000.00 (1.8 Million Dollars) of the past several years
- Daily membership and drop-in use has averaged 800 people per day; in addition, approximately 1,000 other people utilize the facility daily for special recreation programs, for a daily total of nearly 2,000.
- Customers use the facility for a variety of activities including, but not limited to:
FITNESS AREA- working out in the weight room, using the indoor track, taking fitness classes, using cardio-machines, receiving massage therapy, personal training sessions, fitness assessments,;
GYMNASIUM AREA- drop-in recreation play and organized sports league participation in court sports such as racquetball, basketball, volleyball, pickle-ball, badminton, table-tennis, and indoor soccer;
ICE ARENA- drop-in public skating, specialty skating drop-in programs, learn to skate lessons, hockey leagues, and other on ice activities;
NATATORIUM- learn to swim lessons, water aerobics classes, and a variety of therapeutic, leisure and lap swimming;
YOUTH PROGRAMS-drop-in babysitting, afterschool youth program, seasonal camps, and sports camps;
FACILITY- room rentals, school field trips, spectators, chaperones, special events
- There are seasonal and annual special events and activities that extend the hours of operation.
- Annual Special Events include the following:
Triple Threat 3-on-3 Indoor Soccer Tournament- January
National Skate Day & Learn to Skate- January
Sweethearts on Ice- February
Curling on Ice- March

Spring Break on Ice - April
Spring Break Youth Camp- April
World Tai Chi and Qi Gong Day- April
Earth Day Celebration- April
Elementary Swim Meet at the Chavez Center- May
Cinco de Mayo on Ice- May
Capitol City Basketball Tournament- May
Summer Youth Camps- Summer June-August
Summer Sports Camps- Summer June-August
Santa Fe Pow-Wow- August
City of Santa Fe Adult Triathlon- September
Kids Triathlon-September
Halloween Ice Skating Show- October
Senior Olympic Basketball Tournament-November
Ski Swap- November
Turkey Bowling on Ice- November
High Desert Classic Basketball Tournament- December
Holiday Skate Show- December
Holiday Hoops 3-on-3 Basketball Tournament- December
Winter Break Youth Camp- December –January

- The Genoveva Chavez Community Center is part of the City of Santa Fe municipal government with working relationships and marketing with the MRC / Links de Santa Fe, Convention and Visitors Bureau, Fort Marcy Complex, Salvador Perez Pool and Fitness Center, Bicentennial Pool, and all City Parks. The City employees approximately 1,500 people many of whom have memberships to the GCCC.
- The Genoveva Chavez Community Center markets and promotes through several websites including www.chavezcenter.com; www.santafenm.gov; and www.santafe.com; along with radio advertisements through Hutton Broadcasting and Que Suave, and print ads in the Santa Fe New Mexican and Santa Fe Reporter and some smaller local publications.
- The Genoveva Chavez Community Center has a strong social media presence through Twitter and on Facebook.

SCOPE OF SERVICES
'15/30/P
Genoveva Chavez Community Center (GCCC)
Lease of Food & Beverage Facility Area

1. The Lessee shall provide for the Lessor the following services:
 - A. Operate a snack grille concessions for food and beverage and provide catering for special events and functions at the GCCC located at 3221 Rodeo Road, Santa Fe, NM 87507.
 - B. Sell food and non-alcoholic beverages to the general public. Utilizing cash, debit and credit card payment options.
 - C. Provide a varied menu consisting of breakfast, lunch, snacks, and evening meals that are healthy and priced competitively. Provide healthy menu options that include vegetarian foods and non-sugar/high fructose corn syrup sweetened drinks. Menus will be subject to regular review and approval of the Lessor.
 - D. Provide healthy menu options with 20-30% of selections meeting the heart health guidelines of: 30% fat; less than 500 mg. of sodium; and 30 gm. of carbohydrate per item. Provide at least 2 items per category (snack, breakfast, lunch etc.) made from fresh ingredients. Provide at least 2 beverage items unsweetened by sugar, high fructose corn syrup, or artificial sweeteners. Any juices provided should be 100% juice.
 - E. Sell and provide sufficient quantities of food and beverages with meal deal options for high volume of patrons when special events or tournaments require serving everyone at the same time.
 - F. Promote the use of the facility for private functions and be able to develop varied menus to accommodate the needs of the diverse clientele.
 - G. Determine appropriate operating hours for the concessions (may vary seasonally) for approval from the Lessor. In addition, seek written approval from the Lessor to change or modify the hours of operation.
 - H. Concession prices must be posted on permanent displays and on stands and equipment where visible to patrons.
 - I. Collaborate with the Lessor on advertising efforts that affect the facility. All

advertising, direct mail and other promotional activity must be approved in advance by the GCCC Recreation Complex Manager. Advertising and promotional items must carry the GCCC logo.

- J. Provide the Lessor with any menu price increase/decrease changes.
- K. Attend monthly meetings as required by the GCCC Recreation Complex Manager. Meet monthly, or more frequently, with the Complex Manager for contract review.
- L. Responsible for initiating, maintaining and supervising all safety precaution programs in connections with its services
- M. Report to the GCCC Recreation Complex Manager any unusual conditions which occur or which the Lessee anticipates, including complaints from customers, staff changes, legal action and other information which relates to the Lessee and its clients of the food and beverage facility.
- N. 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. Provide staff that is certified by the State of New Mexico to be able to serve food and non-alcoholic beverages as required.
 4. Require staff to wear uniforms. Uniforms shall be of a standard style selected and purchased by the Lessee and approved by the Lessor. It is required that uniforms have the restaurant logo placed on uniforms.
- O. LICENSING AND COMPLIANCE
 1. Comply with all rules and regulations of the New Mexico Department of Health, 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 at its own expense and maintain all permits and licenses required by such laws and regulations.

3. Possess a current City Registration License and a Gross Receipts Tax Identification (CRS) Number. The Lessee shall provide the Lessor with evidence of its compliance with this requirement as a condition prior to performing services under this Lease.
4. Ensure that all supplies, equipment and funds are adequately secured.
5. All food and beverages kept for sale shall be subject to inspection by the Lessor and/or appropriate governmental agencies.

R. CLEANLINESS STANDARDS

1. Maintain at all times the receiving area where food and beverages are delivered in a clean and orderly manner.
2. Keep the kitchen, snack grille, serving area, and Food court atrium clean, orderly and sanitary at all times in strict accordance with all federal, state, and local applicable laws, ordinances, rules and regulations. These areas, inclusive of the tables and chairs , shall be cleaned thoroughly each day, and dependent on the amount of usage, shall be cleaned as frequently as deemed necessary.
3. Utilize an approved product and dispensing system for cleaning and sanitization of pots-n-pans, hands, and dishes. Such as the Zep brand dish detergent and hand soap distribution system. Purchase approved product for use in the soap distribution system.
4. Utilize an approved product and dispensing system for drain treatment. Such as the Zep drain maintainer distribution drip system.
5. Hire a professional company to clean the stove hood as needed dependent on amount of stove use. (possible minimum quarterly)

6. Cemented areas and mondo floors are to be swept or washed down on a regular basis.
 7. Trash containers shall be emptied on a daily basis and at no time may refuse be kept overnight within the kitchen, snack grill area, or food court atrium.
 8. Lessor will provide regular servicing of the outdoor grease dumpster; monthly inspections and servicing of the kitchen's grease traps; and the semi-annual inspection of the fire suppression system by a qualified professional; along with maintenance of the fire extinguishers for the café.
- S. Agrees that it has inspected the facilities and equipment and thoroughly understands the area and equipment that is being provided by the Lessor. No other verbal indication of additional City facilities, equipment or improvements are authorized or binding.
- T. Acknowledges that the Lessor is not responsible for any financial losses claimed by the Lessee.
- U. 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.
- V. Allow lessor to utilize the kitchen and concession area when the lessee is not operating to host special events such as staff appreciation meetings and meals and recreational events like the annual Triathlon that serve food to participants.

SUBMITTAL REQUIREMENTS

'15/30/P

The following materials must be submitted as part of the proposal.

1. The List relevant experience in managing and operating concessions and related facilities. List size, and type of concessions, ie. private, semi-private, municipal, with emphasis on concessions and/or snack grille operation and management.
2. Describe the approach and philosophy you will utilize in performing the required duties emphasizing best business practices and customer service.
3. Describe your knowledge and understanding of local and surrounding economic, recreational, and competitive factors and conditions as it relates to public recreation areas.
4. Provide a sample of your proposed menu including prices.

RENT AND MAINTENANCE CHARGES
'15/30/P

1. Lessee shall pay a monthly fee for rent due on the first of each month.
2. Lessee shall pay a monthly fee of all gross receipts earned from all food and beverage sales including catering, special events, etc. due on the 15th day of the following month.
3. Fact sheet below, provides maintenance specifications
4. Complete and submit Attachment "A" below.

OTHER PERTINENT INFORMATION REGARDING FACILITY

Fact Sheet

Kitchen Square footage: 528 sq ft

Food Court Atrium Square footage (Dining Area): 2400 sq ft

Chavez Center Hours of Operation (Center) Mon-Th: 5:30a-10:00p
Friday 5:30a-8:00pm
Saturday 8:00a-8:00p
Sunday 9:00a-6:00p

Hours of Operation (Café): To be determined by lessee for approval by lessor
Restaurant days, expected to be Open: 7 days per week

Items Provided by the Chavez Center

Fixed

6-Burner Stove w/Oven
Prep Cooler
Walk in Cooler
3-Bin Sink
Atrium Seating/Benches
Stove/Griddle
Coca Cola Dispenser w/Ice Bin
Counter Top Fridge

Non-Fixed

Ice Machine
Cappuccino Machine
Espresso Machine
Coffee Machine
Nacho Cheese Warmer (2-Tub)
Heat lamps
Snack Vending Machine
Coca Cola Coolers (2)
Stove/Griddle Table
Angel Prep Table w/Shelves
Small Prep Table w/Shelves
8' Prep Table (2)
Pan Rack
Pantry shelves
Menu Signs
Pots/Pans/ Utensils

Attachment "A"

Monthly Proposed Rent:

Proposed Rent	
◇ January	_____
◇ February	_____
◇ March	_____
◇ April	_____
◇ May	_____
◇ June	_____
◇ July	_____
◇ August	_____
◇ September	_____
◇ October	_____
◇ November	_____
◇ December	_____

Proposed Percentages of gross sales paid to the City:

Proposed Percentage of Gross Sales paid to City	
◇ \$0.00 to \$199,999	_____ % of gross sales paid to City
◇ \$200,000 to \$250,000	_____ % of gross sales paid to City
◇ \$251,000 to \$300,000	_____ % of gross sales paid to City
◇ \$301,000 and above	_____ % of gross sales paid to City

Special Events/Tournament functions:

Proposed Percentage of Gross Sales paid to City	
◇ 0 to 40 people	_____ % of gross sales paid to City
◇ 40 to 100 people	_____ % of gross sales paid to City
◇ 101 and above	_____ % of gross sales paid to City

**Evaluation and Interview Form
GCCC Lease of Food and Beverage Facility Area
'15/30/P**

Company Name: _____

Interviewer Name: _____ Interview Date: _____

Signature and Title of Evaluation Committee Member

	CRITERIA	WEIGHTED VALUE		EVALUATION POINTS	TOTAL
1.	Experience	20%	x	_____	_____
	Factors to be considered include educational and professional qualifications, certifications and/or license, relevant experience and qualifications in running Restaurant Operations and experience and qualifications of key employees by the Contractor. Prior satisfactory experience with similar contracts as demonstrated by, but not limited to; like accounts by size, like accounts by type; office location to account; review of the information presented; contract organization and staffing; proponents qualifications and references.				
2.	Pricing for Food and Beverages	25%	x	_____	_____
	The importance of the cost factor in the selection will depend on the magnitude of the cost differentials identified, the credibility of such differentials, the keenness of competition in the Proposal, and the impact of other factors. The burden of proof as to cost credibility rests with the Proponents. Proposed costs will be evaluated not only to determine if the estimate is reasonable, realistic, and cost effective, but also the offeror's ability to organize and perform the contract.				
3.	Menu Options	25%	x	_____	_____
	Provided a variety of menu options for daily, seasonal, catering, and special events. Included educational information for customers on ingredients, calories, and healthy options.				
4.	Business Plan & Percentages	30%	x	_____	_____
	Proposal for plan to meet the requests of the customers along with aligning to health and fitness through nutrition and food.				
					TOTAL_____

Evaluation Points: 1= Lowest through 5=Highest

**EVALUATION CRITERIA
&
WEIGHTED VALUES**

EVALUATION COMMITTEE MEMBERS

At its discretion, the City reserves the right to alter the membership and size of the committee.

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

Interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

Members of the evaluation/interview committee are:

Rob Carter, Parks and Recreation Director
Liza Suzanne, Recreation Complex Manager, GCCC
James Rivera, Recreation Section Manger, GCCC
Lisa Gulotta, Recreation Section Manger, GCCC
Sue Perry, Wellness Coordinator, HR

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated:** To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. **DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.**
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

City of Santa Fe Business License # _____ (Attach Copy to this Form)

Date Principal Office was established: _____ (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn before me by _____ this _____, day of _____

My commission expires _____

Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOU OFFER

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS _____ DAY OF _____, 2012.

NOTARY PUBLIC

My Commission Expires:

Living Wage Ordinance

Ordinance Number §28-1-28-1.12DSFCC 1987

Purpose:

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wages.

Who it affects:

- All profit and nonprofit businesses required to have a business license or business registration with the City of Santa Fe.

Compliance:

- Affected businesses are required to pay employees an hourly wage of \$10.66 effective March 1, 2014.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers.
- For workers who customarily receive more than \$100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Nonprofit organizations whose primary source of funds is from Medicaid waivers are *exempt*.

Prohibitions against retaliation and circumvention:

- It shall be unlawful for any business, employer or employer's agent or representative to take any action against an individual in retaliation for exercising or communicating rights under this ordinance. This includes retaliation against individuals who mistakenly but in good faith allege noncompliance with the ordinance.
- Taking adverse action against an individual within 60 days of the individual's assertion of or communication of information regarding rights raises a reputable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting portions of its operations or leasing portions of its property.

Enforcement and Remedies:

- Administrative Enforcement—The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- Criminal Penalty—A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to whom any such violation occurred.
- Other Remedies—The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

Nonexclusive Remedies and Penalties—The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Posting and Publication:

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a City of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be construed a violation of this ordinance and, in addition, shall be considered grounds for suspensions, revocation, or termination of the business license or registration.

For more information, please contact: Constituent Services at 505-955-6949 Email: constituentservices@santafenm.gov

REQUEST FOR PROPOSALS
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 "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. The Contractor shall provide the following services for the City at the Genoveva Chavez Community Center (hereinafter referred to as the GCCC):

(1) Concession operations include but are not limited to providing full service food and beverages (non-alcoholic) to the clients of the GCCC, birthday parties (cake, pizza, soft drinks, and plastic silverware), and potential catering of special events/meetings. Provide option of healthy vegetarian pizza and beverage options besides soda or sugar/high fructose corn syrup sweetened drinks for birthday parties and other catered events. The Contractor must have a minimum of five (5) year's recent experience in the operation of a concession or restaurant.

(2) Provide a menu consisting of breakfast, lunch, afternoon snacks, and light evening meals that are priced competitively subject to annual review and approval of the City. Provide menu options with 30% of selections meeting the heart health guidelines of 30% fat; less than 500 mg. of sodium; and 30 gm. of carbohydrate per item. Provide at least 2 items per category (snack, breakfast, lunch etc.) made from fresh ingredients. Provide at least 2 beverage items

unsweetened by sugar, high fructose corn syrup, or artificial sweeteners. Any juices provided should be 100% juice. Concession prices must be posted on permanent displays, stands, and equipment. All menu price increases/decreases. Final review of menu and catering menu options to be performed by the GCCC Complex Manager.

(3) All food, drinks, beverages, confectionery items and refreshments sold or served shall conform in all aspects to applicable federal, state, and local laws, ordinances and regulations. All merchandise kept on-hand shall be stored and handled with due respect for sanitation. The Contractor shall comply with all health and safety codes adopted by the New Mexico Health Department. All food and beverage kept for sale or service shall be subject to inspection by the City or appropriate governmental agencies.

(4) Maintain and post operating hours at the GCCC as agreed upon by the GCCC Recreation Complex Manager and Concessionaire, which includes a daily operation of a minimum of 10 hours, 7 days a week, requested special events and meetings, and closed on holidays.

(5) Staffing: The Contractor shall employ, provide training, education, and supervise all personnel for regular demand and special events. Approved provider's employees must be in clean uniform at all times that they are present at the concession. Uniforms for employees shall be of a standard style approved by the Recreation Complex Manager. All the Contractor's employees shall at all times be polite and courteous.

(6) The Contractor shall provide all supervision and management to

effectively perform the service and functions as proposed and as required to operate a food and beverage concession at the GCCC. The Contractor shall have key management staff for decision-making responsibilities, on site, or located within the City of Santa Fe during the contract term.

(7) All advertising, direct mail and other promotional activity must be approved in advance by the GCCC Operations Manager. Advertising and promotional items must carry the GCCC Logo.

(8) The Contractor must include the sale of miscellaneous GCCC related supplies such swim diapers, T- Shirt, mouth guards, socks, locks and a variety of sporting goods.

(9) The Contractor shall not construct, maintain or keep any equipment of any kind at the GCCC, whether temporary or to otherwise, without the written consent of the Facility Operations Manager. The Contractor shall not alter, make additions to or post any sign upon any part of the concession, or permit signs to be posted for advertising of good of any nature at the concession without prior by the GCCC Operations Manager. The Contractor shall not remove any property furnished by the GCCC.

(10) The City shall not be responsible for any goods, merchandise or equipment stored by the approved provider at the concession. The City shall not be responsible for damage resulting from any power failure, flood, fire, explosion or other causes beyond the City' control.

(11) At the Recreation Complex Manager's request, the Contractor shall

remove from the concession all of its property and items of business identification. The Contractor, at its sole expense, shall make all necessary repairs and replacements to the concession for any damage caused by removal of such property.

(12) The Contractor shall furnish, at its own expense, all common and skilled labor for the moving, setting up, dismantling and cleaning of concession stands in such location as approved by the GCCC Operation Manager.

(13) The Contractor shall allow its employees to enter upon and remain at the concession during events for a reasonable time prior to and subsequent to events, only for the purpose of providing the services herein mentioned.

(14) City representatives, as authorized by the Recreation Complex Manager, shall have the right to enter upon and have access to all spaces occupied by the Contractor during events and at all other times.

(15) The City reserves the right to direct the Contractor to partially or completely suspend sales during any events at which the Contractor's services may be unsatisfactory to the City.

(16) The Contractor shall abide by the City's and the GCCC's operating policies and directives.

(17) The Contractor shall be expected to attend meetings as required by the Recreation Complex Manager.

(18) The Contractor shall be responsible for initiating, maintaining and supervising all safety precaution programs.

(19) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to, prevent damage, injury or loss to all persons. In addition, the contractor shall comply with all applicable safety laws, ordinances, rules, regulations, standards and lawful order of any public authority pertaining to the safety of persons or property of their protection from damage, injury or loss.

(20) The Contractor shall manage any unusual condition which as occurred or which the approved provider anticipates, including complaints from patrons, staff charges, legal action and other information which relates to the approved provider and its clients of the concession

(21) The Contractor shall have a current City Business Registration License and the Gross Receipts Tax Identification (CRS) Number. (CRS) Number.

(22) The Contractor shall comply with all rules and regulations of the New Mexico Department of Health, and all applicable laws, statutes and ordinances of the State of New Mexico and the City of Santa Fe, including health and safety codes. The Contractor, must at its own expense, obtain and maintain all permits and licenses required by federal, state and local laws and regulations to or affecting the handling , sale and disposal of food and non-alcoholic beverages.

(23) The concession shall be kept clean, orderly and sanitary at all times an in strict accordance with all federal, state, and local applicable laws, ordinances, rules, and regulations.

(24) The Contractor shall be responsible for cleaning table tops and floors during the operating hours of the concession. The Contractor shall clean any

service area after an event. The Contractor is not responsible for table and chair breakdown after an event.

(25) The Contractor shall leave the equipment and appurtenances in the concession, or any other areas, in the condition as it was received.

(26) The Contractor shall be responsible at its own expense for the following:

(a) Additional equipment and supplies that are needed for operation of the concession at the GCCC.

(b) Keep all concession preparation, serving and eating areas at the GCCC in a high level of neatness and cleanliness.

(c) Provide all cleaning supplies, equipment and staff.

(d) Ensure that all cleaning supplies, equipment and funds are adequately secured.

(e) The semi-annual inspection by a qualified professional of the fire suppression system.

(f) Monthly inspection and servicing of the kitchen's grease traps.

(g) Regular servicing of the outdoor grease dumpster.

(27) The Contractor 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 indications of additional City facilities, equipment or improvements are authorized or binding.

(28) The Contractor acknowledges that the City is not responsible for any financial losses claimed by the Contractor.

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. Rent: - For the use of the kitchen and dining area, the Contractor shall pay the City each month the sum of _____ dollars (\$ _____) per month on the anniversary date of this agreement. Electronic software will monitor all cash receipt transactions through the cash register. The rent fee shall be reviewed annually based upon an analysis of all cash receipt transactions in conjunction with invoices submitted by the Contractor documenting the cost of goods sold.

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. Payments to the City may be submitted to the cashier at the GCCC or to the cashier in City Hall located at 200 Lincoln Avenue, Santa Fe, New Mexico, referencing the applicable revenue codes as noted on the last page of this Agreement.

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 _____, unless sooner pursuant to Article 6 below. Contractor is granted, upon a satisfactory performance, an option to renew this Agreement for an additional three (3) years, not to exceed four (4) years. Contractor and the City shall renegotiate the terms and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 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:

Contractor:

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

CITY OF SANTA FE:

CONTRACTOR:

BRIAN K. SNYDER, CITY MANAGER
OR JAVIER M. GONZALES, MAYOR

NAME & TITLE

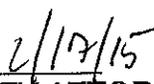
DATE: _____

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

51700.439650
Business Unit Line Item