

CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

**COMPREHENSIVE PARKS, RECREATION, TRAILS AND
OPEN SPACE MASTER PLAN**

RFP #'16/25/P

PROPOSAL DUE:

March 24, 2016

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.....	8
General Information.....	10
Scope of Services Required.....	14
Submittal Requirements.....	16
Final Evaluation for Written Proposals and Interviews.....	17

Attachments:

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

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '16/25/P

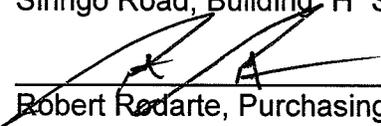
Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time March 24, 2016**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

**COMPREHENSIVE PARKS, RECREATION,
TRAILS AND OPEN SPACE MASTER PLAN**

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: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.



Robert Redarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 02/19/16
To be published on: 02/24/16

Received by the Albuquerque Journal Newspaper on: 02/19/16
To be published on: 02/24/16

PROPOSAL SCHEDULE

RFP # '16/25/P

- | | | |
|----|--|--|
| 1. | Advertisement | February 24, 2016 |
| 2. | Issuance of RFP'S: | February 24, 2016 |
| 3. | Receipt of proposals: | March 24, 2016 at 2:00 p.m.
local prevailing time.
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711 |
| 4. | Evaluation of proposals: | Mach 30, 2016 |
| 5. | Interviews: | April 5, 2016 |
| 6. | Recommendation of award
to Finance Committee: | April 19, 2016 |
| 7. | Recommendation of award
to City Council: | April 27, 2016 |

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 five copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, March 24, 2016.

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: '16/25/P
Title of the proposal: COMPREHENSIVE PARKS, RECREATION, TRAILS
AND OPEN SPACE MASTER PLAN

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 interpretation should be in writing addressed to, Purchasing Officer, 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 delivered 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, LOCAL OR VETERANS 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,

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.

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 Taxation and Revenue Department.

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 preference for proposals shall be 1.10 for local.

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 attached hereto as Appendix E.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business preference.

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 proposal 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 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 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

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.

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.

GENERAL INFORMATION

The Santa Fe Parks Division and the Santa Fe Recreation Division have just been structurally combined to create the Parks and Recreation Department. The last Parks Master Plan was developed in 2007 (copy available) and there was no Recreation Master Plan. A new Soccer Master Plan has been developed for a 12 field complex. This was completed in September 2015. There are also available for review the following Plans: DeVargus Park Master Plan; Bike, Trails, and Walkways Plan; SWAN Park Master Plan; and a Walkability Plan. The City has also had two Parks Bonds, one in 2008 (\$30,000,000 total: \$24,000,000 for Parks and \$9,000,000 for Trails) & one in 2012 (\$8,000,000). The majority of this money was spent on updating and renovating existing parks, but some of the funding went to the construction of new parks and trails.

The 2010 U.S. Census revealed a continuing trend of population loss in and around the downtown area and an increase in population in areas to the South and West of the downtown. There is a striking distinction in our region between where younger and older citizens live. This trend is anticipated to continue for the near future.

The downtown area is characterized by an older population, higher real estate values, low housing growth, and higher median household income.

The South side of Santa Fe is characterized by:

- Younger population, including the majority of children
- Lower real estate values
- Increased rate of housing starts
- Lower median household income
- Hispanic majority of future growth

Additionally, projections are that in the next fifty years, Santa Fe weather will be hotter, dryer and more variable and our population will have increased – putting extreme pressure on the vital resources. The City needs to plan now to be ready for these changes.

The **Department** consists of:

Genoveva Chavez Community Center: 177,000 square foot Recreation Center which includes an ice rink, aquatic center, gymnasium, fitness center, racquetball courts and meeting space. This facility offers a number of programs, activities, meetings, and special events.

Ft. Marcy Community Center: 24,000 square foot Community Center which includes an indoor swimming pool, gymnasium, racquetball courts, fitness center and meeting rooms. The facility offers a number programs, activities, meetings and special events.

Salvador Perez Community Center: 18,600 square foot Community Center which includes an indoor swimming pool, fitness center, and a multi-purpose room. The facility offers several programs and activities.

Bicentennial Swimming Pool: Seasonal operation with a heated outdoor swimming pool and a tot pool.

70 Developed Parks (923 acres) and 30 undeveloped parks. There are: 19 Tennis Courts; 42 Pieces of Playground Equipment; 12 Basketball Courts; 5 Soccer Fields; 18 Baseball/Softball Fields; and 41 Multi-purpose fields. There are 110 miles of trails, both paved and unpaved. Parks Division also maintains all road medians and most right-aways; tree service; IPM Management; and Snow removal. Fields are used from March-October, depending on the sport.

Municipal Golf Course (18 hole and 9 hole); and a large municipal recreation complex with Soccer (5), Baseball (4), Softball (2), and Rugby Fields. Fields used from March – October, depending on the sport.

The department runs a number of programs and activities at the Community Centers. This include: fitness, swimming lessons, aquasize, day camp, afterschool program, skating lessons, sports leagues, archery, golf, and special interest programs. There are also a large number of special events developed and implemented by the department.

The Department consists of 197 FTE's. Staffing consists of FT, PT, Seasonal and Temporary staff. The Department is made up of five distinct sections- Administrative; Recreation; Parks; MRC/Golf Course; and GCCC.

Present Mission, Vision and Goals for the Parks and Recreation Department:

Mission Statement: The City of Santa Fe Parks and Recreation Department promotes enhanced quality of life to its diverse community through sustainable opportunities by offering safe, healthy and accessible resources to parks, facilities and recreational services.

Vision Statement

Through spirited service – we invite the community to share our unified vision to:

Play Preserve Explore

Goals:

- 1) Increase Customer Service
- 2) Provide a Safe experience for both Clients and staff
- 3) Increase staff support and capacity by:
 - Succession Planning
 - Training
 - Support
- 4) Develop strong program activities

- 5) Develop Alternative Funding Sources that help growing the budget through creativity – innovative ideas to improve monetary support – develop a budget that helps to create a replacement plan
- 6) Develop consistent and productive marketing
 - Use social media

Demographic Information:

City of Santa Fe- 2014 Estimates

Population- 70,297
Change from 2010 – 2014- 3.4%
Hispanic or Latino- 48.7%
White alone, non-Hispanic or Latino- 46.2%
Per Capita- \$33,887
Median Household Income- \$50,283
Persons below Poverty- 17.9%
Persons under 18- 18%/65 and over- 17.6%
Median Age- 44.8
Density- 1,874 per square mile

Santa Fe County- 2014 Estimates

Population- 148,164
Change from 2010-2014- 2.8%
Hispanic or Latino- 51.3%
White alone, non-Hispanic or Latino- 43.1%
Per Capita- \$32,298
Median Household Income- \$52,917
Persons below Poverty- 17.0%
Median Age- 43.9

The Santa Fe Metropolitan area is expected to experience just over 17 percent population growth during the 25-year period between 2015 and 2040; or an average annual rate of 0.64 percent. During this period, the City is expected to grow from 83,500 people to 92,300 people, which results in an estimated 8,800 additional people living in the City. Table 3-1 below, shows the population forecasts over time for the City of Santa Fe, Santa Fe MPO Planning Area, and Santa Fe County.

Table 3-1. Population Forecasts³

	City of Santa Fe	MPO Planning Area	Santa Fe County
2015	83,500	119,800	148,400
2020	85,300	123,300	151,900
2025	87,100	129,800	159,300
2030	88,900	135,500	165,300
2035	90,600	138,000	168,400
2040	92,300	140,600	171,500

Source: U.S. Census Bureau, UMN population and Employment Projections.

The number of older adults (age 65 and older) in the Santa Fe Metropolitan Statistical Area is expected to increase from 20 percent of the population in 2015 to 33 percent of the population in 2040.

With the new Ten Year Parks and Recreation Master Plan we anticipate a strong public engagement process to ensure that plan recommendations would reflect community needs and priorities. Needs assessment findings will be used to update and customize City policies and guidelines and to right-size the future park and recreation system in terms of community priorities and City goals. The success of this Parks and Recreation Master Plan hinges on future decisions by City leaders and residents to renew or increase the sources of funding that support parks, recreation, and the protection of open lands.

The plan is also intended to guide growth and development of park lands, facilities and services in Santa Fe to meet the community's needs for recreation and leisure time opportunities. It is also the hope that with this plan, the community will see a parks and recreation department that is modern, results-driven and collaborative. This will also require the focused energy and commitment of the department, as well as support from the community.

SCOPE OF SERVICES

'16/25/P

Consultant will provide the following Services pursuant to this Agreement. The Services shall include, but are not necessarily limited to:

Refine Scope of Work: Work with Project Team and Stakeholders Steering Committee to clarify priority issues and tasks. Submit a revised scope of work. Refinements will include recommendations for maximizing the effectiveness of public engagements.

1. **Public Participation Framework**

Detailing schedules and an organizational outline supporting the tasks outlined in this RFP. This process shall begin with an organizational meeting with the Parks and Recreation Staff as a means to coordinate framework details. The framework shall, at a minimum:

- Be developed in consultation with all interested parties, including interaction with other government entities, City committees and commissions.
- Ensure that the planning process and planning work products employ innovative visualization and other public engagement techniques to the maximum extent practicable.
- Provide interested parties with ample opportunities to offer ideas, suggestions, and other input on both the planning process and the content of any planning products.
- Establish a schedule for workshops and other meetings to give interested parties opportunities to provide input to the plan.
- Provide a systematic documentation and archiving of any input received.
- Ensure that all public information is available in electronic, accessible formats and means, as appropriate, to afford reasonable opportunity for public consideration.
- Provide for holding all public meetings at convenient, accessible locations and times.

Options of the Public Involvement may include: development of a survey for public input; survey of park users with expectations from a variety of users; conduct Town Hall meetings that would be held in each of the four voting districts; and meetings with Parks and Recreation Department Advisory committees (PARC and BTAC). Results of these meetings should include: attendee numbers and a list of suggestions or ideas as part of the report.

2. **Information Gathering and Analysis**

Information to be gathered and analyzed includes existing: plans, policies, project lists and other applicable work products.

3. **Compiling Inventories**

The purpose of this task is to inventory and analyze the Infrastructure and Activities under the purview of the Parks and Recreation Department using relevant information and databases. Additionally, this inventory should look at competition, other recreational providers, and other resources in the area. This will provide insight in to what we need to change or adjust, as it pertains to present and future growth in programs and facilities (e.g. Santa Fe County Open Space, Parks, or Athletic facilities). The inventory will include a GIS coverage component.

4. Evaluation of Existing and Future Infrastructure and Services

Evaluate and analyze the existing infrastructure and Services. Establish existing benchmarks and compare to national and regional standards. Make recommendations for expanding or contracting infrastructure and services in accordance with the forecasted demographics and to the goals and objectives set forth in the Public Input Process and any other relevant policy or technical documents. This evaluation should cover a ten year period into the future.

- Components of the plan will address the various work groups, division's needs and County input. Work groups and divisions include Parks (includes Trails and Open Space), Community Recreation, Athletics, Aquatics, Golf Course, Community Centers, Administration, Marketing, and Park Development.
- Athletic, Program/Activities and Recreational Facilities Analysis & Future Needs Assessment segment of the plan, including comparative current conditions, assessment of market position, future projections, and potential partnerships must be included, as well as the issue of water use. Provide information for establishing partnerships, sponsorships and grants.
- Analysis of Maintenance needs and cost of the existing and proposed parks, recreation, trails, and open space within the City and the MRC, including manpower needs and specialized equipment needs to improve the efficiency of such maintenance.
- Analysis and recommendations of recreation programs, activities, and special events; to assist in the implementation of those decisions, and to set guidelines for future parks and open space land acquisition and development, and recreational programming, as well as departmental staffing that is feasible for Santa Fe and in accordance with the desires of its' citizens.

5. Draft/Final Plan Documents

Provide copies of draft and final plan in formats agreed upon by all parties during the execution of the consulting contract.

SUBMITTAL REQUIREMENTS '16/25/P

Interested firms or teams should have general knowledge of Recreational needs assessments, advertising and marketing, Architecture, Landscape Architecture, and Engineering for Park and Recreation facilities, including planning, design, environmental studies, grant opportunities, public input processes, coordination with state and federal resource agencies, and contract management.

The Offeror shall provide a list of three (3) references of communities from similar size that have been provided the same or similar type service. The reference list shall include current clients which services have been provided within the past five (5) years and shall provide a contact person, telephone number and email address. The City reserves the right to contact clients for reference checks.

Submittals should include the above, as well as the following:

1. Cover Letter including an Executive Summary
2. Qualifications and Experience
3. Background information
4. Project Approach
5. Quality Assurance/Quality Control

**EVALUATION CRITERIA
&
WEIGHTED VALUES**

‘16/25/P

**COMPREHENSIVE PARKS, RECREATION, TRAILS AND
OPEN SPACE MASTER PLAN**

Company Name

Evaluation: __ Interview: __ (Please put an x next to the appropriate field.)

Date

Signature and Title of Evaluating Committee Member

	Criteria	Weighted Value		Evaluation Points	Total
1.	Offeror Technical Capabilities and Specialized Knowledge	25%	x	_____	_____
2.	Professional Qualifications, Knowledge and Experience of Project Team	20%	x	_____	_____
3.	Experience Working with the General Public and Agencies	20%	x	_____	_____
4.	Ability to meet Project Schedules	15%	x	_____	_____
5	Cost	20%	x	_____	_____
				Total Score	_____

EVALUATION POINTS 1-5 (1-LOWES, 5-HIGHEST)

**EVALUATION CRITERIA
&
WEIGHTED VALUES**

EVALUATION COMMITTEE MEMBERS

Richard Thompson or Representative

Issac Pino or Representative

Rob Carter or Representative

Elizabeth Roybal or Representative

Robert Rodarte or Representative

Victoria Bruneni or Representative

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.

If 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.

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.

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

The Contractor shall provide the following services for the City:

The Services shall include, but are not necessarily limited to:

A. Refine Scope of Work: Work with Project Team and Stakeholders Steering Committee to clarify priority issues and tasks. Submit a revised scope of work. Refinements will include recommendations for maximizing the effectiveness of public engagements.

1) Public Participation Framework

Detailing schedules and an organizational outline supporting the tasks outlined in this RFP. This process shall begin with an organizational meeting with the Parks and Recreation Staff as a means to coordinate framework details. The framework shall, at a minimum:

- a) Be developed in consultation with all interested parties, including interaction with other government entities, City committees and commissions.
- b) Ensure that the planning process and planning work products employ innovative visualization and other public engagement techniques to the maximum extent practicable.
- c) Provide interested parties with ample opportunities to offer ideas, suggestions, and other input on both the planning process and the content of any planning products.
- d) Establish a schedule for workshops and other meetings to give interested parties opportunities to provide input to the plan.
- e) Provide a systematic documentation and archiving of any input received.
- f) Ensure that all public information is available in electronic, accessible formats and means, as appropriate, to afford reasonable opportunity for public consideration.
- g) Provide for holding all public meetings at convenient, accessible locations and times.

B. Options of the Public Involvement may include: development of a survey for public input; survey of park users with expectations from a variety of users; conduct Town Hall meetings that would be held in each of the four voting districts; and meetings with Parks and Recreation Department Advisory committees (PARC and BTAC). Results of these meetings should include: attendee numbers and a list of suggestions or ideas as part of the report.

1) Information Gathering and Analysis

Information to be gathered and analyzed includes existing: plans, policies, project lists and other applicable work products.

2) Compiling Inventories

The purpose of this task is to inventory and analyze the Infrastructure and Activities under the purview of the Parks and Recreation Department using relevant information and databases. Additionally, this inventory should look at competition, other recreational providers, and other resources in the area. This will provide insight in to what we need to change or adjust, as it pertains to present and future growth in programs and facilities (e.g. Santa Fe County Open Space, Parks, or Athletic facilities). The inventory will include a GIS coverage component.

3) Evaluation of Existing and Future Infrastructure and Services

Evaluate and analyze the existing infrastructure and Services. Establish existing benchmarks and compare to national and regional standards. Make recommendations for expanding or contracting infrastructure and services in accordance with the forecasted demographics and to the goals and objectives set forth in the Public Input Process and any other relevant policy or technical documents. This evaluation should cover a ten year period into the future.

- a) Components of the plan will address the various work groups, division's needs and County input. Work groups and divisions include Parks (includes Trails and Open Space), Community Recreation, Athletics, Aquatics, Golf Course, Community Centers, Administration, Marketing, and Park Development.
- b) Athletic, Program/Activities and Recreational Facilities Analysis & Future Needs Assessment segment of the plan, including comparative current conditions, assessment of market position, future projections, and potential partnerships must be included, as well as the issue of water use. Provide information for establishing partnerships, sponsorships and grants.
- c) Analysis of Maintenance needs and cost of the existing and proposed parks, recreation, trails, and open space within the City and the MRC, including manpower needs and specialized equipment needs to improve the efficiency of such maintenance.
- d) Analysis and recommendations of recreation programs, activities, and special events; to assist in the implementation of those decisions, and to set guidelines for future parks and open space land acquisition and

development, and recreational programming, as well as departmental staffing that is feasible for Santa Fe and in accordance with the desires of its' citizens.

4) **Draft/Final Plan Documents**

Provide copies of draft and final plan in formats agreed upon by all parties during the execution of the consulting contract.

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 _____(\$_____), plus/inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of _____dollars (\$_____) per hour.

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, approval and acceptance 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 the Contractor, whichever occurs last, and shall terminate on _____ unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 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) Compensation is based upon hourly rates and expenses, 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

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____
City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

Kelley A. Brennan 2/12/16
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

01001-12108-510340
Business Unit Line Item



City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2015 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$10.84
PER HOUR

Santa Fe's Living Wage

- The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- The March 1, 2015 Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted 2015 Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

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



Ordenanza de Salario Mínimo Para la ciudad de Santa Fe

**EFFECTIVO DESDE EL DÍA PRIMERO DE MARZO DE 2015
PARA TODOS LOS TRABAJADORES QUE LABOREN
DENTRO DE LOS LÍMITES DE LA CIUDAD DE SANTA FE
EL SALARIO MÍNIMO ESTABLECIDO QUE DEBERÁ SER
PAGADO ES DE**

**\$10.84
POR HORA**

Salario Mínimo para la ciudad de Santa Fe

- La ciudad de Santa Fe establece salario mínimo por hora.
- Desde el 01 de Marzo de 2015 el incremento de salario, corresponde con el aumento en el índice de precios al consumidor (IPC).
- Todos los empleadores requieren, por ley, tener una licencia o registro de la ciudad de Santa Fe, deben pagar al menos el salario ajustado de 2015 a los empleados de todas las horas trabajadas dentro de los límites de la ciudad de Santa Fe.

¿Quién está obligado a pagar el salario?

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