



# CITY OF SANTA FE

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## REQUEST FOR PROPOSALS

Smart Kiosk Selection and Implementation Services

RFP # '17/05/P

PROPOSAL DUE:

August 11, 2016

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD

BUILDING "H" Santa Fe,

NEW MEXICO 87505

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# 1. REQUEST FOR PROPOSALS

PROPOSAL NUMBER '17/05/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, on August 11, 2016**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

SMART KIOSK SYSTEM and IMPLEMENTATION SERVICES

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 Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 07/19/16

To be published on: 07/22/16

Received by the Albuquerque Journal Newspaper on: 07/19/16

To be published on: 07/22/16

## 2. PROPOSAL SCHEDULE

RFP # '17/05/P

1. Advertisement July 22, 2016
2. Issuance of RFP: July 22, 2016
3. Receipt of proposals: August 11, 2016 at 2:00 p.m.  
MST  
  
Purchasing Office 2651  
Siringo Road Bldg., "H"  
Santa Fe, New Mexico  
87505 (505) 955-5711
4. Evaluation of proposals: Week of August 22, 2016
5. Interviews & Demonstrations (Must be Available) Week of September 12, 2016
6. Recommendation of award to Finance Committee: Week of September 26, 2016
7. Recommendation of award to City Council: Week of October 10, 2016

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

### **3. INFORMATION FOR PROPONENTS**

#### **3.1 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, August 11, 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: 17/05/P

Title of the proposal: Smart Kiosk System and Implementation Services

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.

#### **3.2 PREPARATION OF PROPOSAL**

Offerors 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.

#### **3.3 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.

### **3.4 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.

### **3.5 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.

### **3.6 SPECIAL CONDITIONS**

#### **3.6.1. GENERAL**

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

#### **3.6.2. ASSIGNMENT**

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

#### **3.6.3. 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 Offeror's control, and then only to the extent, as specified elsewhere in the contract documents.

### **3.6.4. 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.

### **3.6.5. 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.

### **3.6.6. INVOICING**

(A) The Offeror'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) Invoices must be submitted to ITT Department.

### **3.6.7. 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.

### **3.6.8. DEFAULT**

The City reserves the right to cancel all or any part of this order without cost to the City if the Offeror fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Offeror liable for any excess cost occasioned by the city due to the Offeror's default. The Offeror 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 Offeror and these causes have been made known to the City of Santa Fe in written form within five working days of the Offeror 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 Offeror 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.

### **3.6.9. NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the Offeror agrees to comply with the

Presidents Executive Order No. 11246 as amended.

### **3.6.10. NON-COLLUSION**

In signing this bid or proposal, the Offeror 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.

### **3.7 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.

### **3.8 RESIDENT, LOCAL OR VETERANS PREFERENCE**

## **INTENT AND POLICY**

The city recognizes that the intent of the state resident preference statute 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.

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.

### ***3.9 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.

### ***3.10 DELIVERABLES***

The City is seeking the professional services of a smart kiosk system provider and implementation expert to provide the deliverables to include the following but not limited to:

1. Implementation plan
2. System installation/commissioning, deinstallation/decommissioning plan
3. Training plan
4. Technical documentation

## **4. SCOPE OF WORK**

### ***4.1 Statement of Work***

#### **4.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to supply and implement an interactive kiosk hardware and software solution for the City of Santa Fe. The system must have the ability to provide “smart” type interactive kiosk services to the public, indoors and outdoors. It will provide information on events, activities, and services to visitors and residents.

#### **4.1.2 Scope & Participation**

This RFP will supply the City of Santa Fe with an outlet for content on city events, points of interest, and services. The kiosk systems will be provided at no cost to the City.

#### **4.1.3 Term of Agreement**

This City envisions an initial four-year agreement with annual renewals.

### ***4.2. General Information***

#### **4.2.1 The Organization**

The City of Santa Fe’s purpose is to be the top tier community in New Mexico for living, working, and recreating. Santa Fe is the largest metropolitan area in the county of Santa Fe and was established in the early 1600s; it is one of the nation’s oldest communities. The City has a diverse population of approximately 82,000. Santa Fe's economy is based largely on tourism and state government. Visitors are attracted year-round by the beautiful high desert climate and related outdoor activities plus cultural activities of the City and area.

The City delivers a wide array of services through twelve (12) departments, which are both operational and supportive in nature. The majority of services offered by the City of Santa Fe are delivered by City employees, while some are delivered by partners. The City departments are grouped into one of three categories: public safety, core services, and quality of life programs. Public safety consists of services such as fire protection, law enforcement, and adjudication, without which unsafe conditions might emerge within the City. The core services the City of Santa Fe provides include: water, waste water, and solid waste; infrastructure; and community services such as senior and youth services. Quality of life services and programs include those things that help to make Santa Fe a better place to live, and help us reach for the future: economic and community development, parks and recreation, libraries, and public transportation. In all services, the City of Santa Fe employees try to promote a customer first orientation.

The workforce of the City of Santa Fe includes 1,635 employees (including elected officials).

Of these, 1,315 are full time employees and 320 are part time or temporary employees. 94 percent of employees are non-exempt and 6 percent are exempt. There are three main bargaining units in the City of Santa Fe: the Police Officer's Association, the International Association of Fire Fighters, and the American Federation of State, County and Municipal Employees (AFSCME). In general, employees with management roles are not covered by a bargaining unit. The City of Santa Fe has 87,907 Capitalized Assets; the accumulated cost with depreciation (as of 6/30/2014) is \$1,475,119,281.94. These assets include 5,938 open space acres, 100 parks, the municipal water shed and its two dams, a water treatment plan, the Buckman Direct Diversion plant, a wastewater treatment plant, a golf course, four aquatics centers and three recreation centers, five senior centers, three libraries, a municipal airport, the Santa Fe Community Convention Center, nine fire stations, a police station and two substations, and seven main government campuses (including City Hall). In addition, assets include all of the vehicles, heavy machinery, and specialized equipment needed to perform the variety of tasks assigned to the City, and throughout its many functions.

The City of Santa Fe's computing environment is comprised of a hub and spoke network topology consisting, primarily, of Cisco internetworking routers, switches and Wi-Fi equipment. The network spans over 45 remote locations, which include numerous V-LANs. The City is standardized on Microsoft Windows Server as its Server Operating System, and deploys Microsoft Windows 7 and Microsoft Office 2010 for its Client Operating System and Office Productivity Suite respectively. The City's email system is run on Microsoft Exchange. The City's financial software system (JD Edwards EnterpriseOne), community development software system (SunGard), utility billing system (UCIS) and police records management system (SunGard) reside on an IBM System I running the OS400 operating system. The IBM System I is mirrored real-time with an identical system located at the Regional Emergency Communications Center (RECC), which runs the Computer Aided Dispatch System (SunGard CAD) that supports the Police and Fire Departments. The Fire Department runs a cloud hosted Records Management System (RMS) and Electronic Patient Care Reporting System (EPCR). The Police and Fire Departments deploy Panasonic Toughbook Mobile Data Terminals (MDTs) to provide certain field personnel with mobile access to systems such as CAD, National Crime Information Center (NCIC), Traffic and Criminal Software (TraCS), mobile mapping, etc. The Transit Division and Inspections & Enforcement Division also utilize MDTs. The City's Land Mobile Radio System (LMR) is from Motorola and is comprised of fifteen (15) trunked radio repeaters. In addition to public safety, the LMR provides mobile communications for Public Works, Public Utilities, Land Use and Transportation. The City also utilizes a cloud hosted Automated Vehicle Locator (AVL) system utilizing Global Positioning Satellite (GPS), Geographical Information Systems (GIS) and wireless technologies to manage its vehicles fleets in Public Utilities, Public Works and Transportation. The City's GIS system is built on ESRI standards using ArcGIS technology. The City's Parking Division utilizes T2's Unified Parking Management Software System.

#### **4.2.2 Existing Technology Environment**

The city does not currently have technology assigned to this application. In this project, hardware and software acquisition, installation, programming, and maintenance are the sole

responsibility of the vendor.

## **5. RFP RESPONSE FORMAT**

### **5.1 Scope of Work, Specifications & Requirements**

This project will implement a Smart Kiosk System, providing information of interest to tourists and other members of the public. Features and functions being sought include but are not limited to:

- “Smart” type of interactive kiosk available to the public, to be used in either indoor or outdoor locations throughout the city, to provide information on and promote events, activities and services to visitors and residents.
- A mobile application providing the same information and services as the kiosk.
- Wi-Fi services, offered free to the public, around each kiosk installation.
- Multi-language (*i.e.*, English and Spanish) support is highly desired
- The City envisions the Smart Kiosk endeavor as a public-private partnership. The vendor is responsible for all aspects of the system selection, deployment, and maintenance and will realize a healthy income from advertisers in compensation.
- The City will be the primary content provider and sponsor on the Smart Kiosk installations. The City will also have approval of all content, advertising or otherwise, that appears on kiosks. The kiosk installations will be consistent with the Santa Fe style.

#### **5.1.1 Solution Requirements**

Vendors should specify whether or not the proposed solution supports the features described in this section and describe the vendor’s implementation of each feature.

##### **5.1.1.1 Content Development Environment**

The system shall accept documents, web links, maps, images, and other content from the City for presentation on the kiosks. Vendors should state the standard formats that support development of this content.

Vendors must show how the City can provide and manage this content at no cost to the City.

##### **5.1.1.2 Secured Environment**

Kiosk content must be protected against unauthorized access.

##### **5.1.1.3 Public Internet Access**

The system will provide unsecured Wi-Fi internet service for a radius of 50 meters around each kiosk, with bandwidth and IP connections sufficient to support 100 users at each kiosk, scalable at up to 200 users in high-traffic areas.

##### **5.1.1.4 Mobile Device Support**

Kiosk content will be displayable on iOS and Android devices within Wi-Fi range of a kiosk, providing the same information and services as available at a physical kiosk.

##### **5.1.1.5 Multi-Language Support**

Multi-language support (at a minimum, English and Spanish), is desirable on both kiosk and mobile devices.

#### 5.1.1.6 Accessibility

City content will be accessible to disabled persons and adhere to ADA and other relevant legal requirements.

#### 5.1.1.7 Plan for Siting

Vendor will coordinate with the City on choices of sites for kiosks. Vendor is solely responsible for installation, utilities, permitting, and other requirements for installing, maintaining, and operating kiosks. Vendor and City will coordinate the initial content to appear on kiosks.

#### 5.1.1.8 Marketing and Promotion

Vendor must provide a detailed plan for marketing and promoting the kiosks as advertising space.

#### 5.1.1.9 Usage Information

The system must make reports readily available to the City showing usage statistics and other information to guide the City's content strategy.

### ***5.2 Vendor Qualifications and References***

All vendors must provide the following information in order for their proposal to be considered:

Example:

1. A brief outline of the vendor company and services offered, including:
  - Full legal name of the company.
  - Name of Contact
  - Contact Information:
    - Title
    - Telephone Number
    - Email
    - Address
  - Year business was established.
  - Number of people currently employed.
  - Income statement and balance sheet for each of the two most recently completed fiscal years certified by a public accountant.
2. An outline of the product line-up they currently support.
3. A description of their geographic reach and market penetration.
4. An outline of their partnerships and relationships to date.
5. An outline of their current and future strategies in the marketplace.

6. Information on current and past kiosk clients, including:
  - Total number and names of clients.
  - A list of clients with similar needs using the same software.
  - Evidence of successful completion of a project of a similar size and complexity.
7. References: Contact information for client references (Company, name, title, telephone number and email) from projects in the last 5 years, similar in size, application, and scope, and a brief description of their implementation.

### ***5.3 Software-As-a-Service/Hosted Deployment Model***

The City is seeking a turnkey solution, using a Software-as-a-service or other vendor-hosted model that does not require City resources for installation, maintenance, and operation except for content management of City content. Vendors should describe in detail the technology used to implement such a solution.

### ***5.4 Solution Implementation Approach & Support***

Describe how you propose to work with the City of Santa Fe to deliver services and/or products.

1. Customer support

Provide toll free customer support 24 hours, seven days per week.

2. Content management

Explain content management design that supports publication of City content on kiosks as well as prepublication review of all kiosk content by City personnel.

Also explain how City content will be developed and managed at no cost to the City.

3. Training

Provide training to City content management staff.

4. Software updates

Provide future software releases and updates to all applications (desktop and mobile) as part of the partnership agreement

5. Technical documentation

Provide technical documentation for support staff including system overviews, design, flowcharts, and file layouts to be used in case of the need to find a new vendor/implementer.

6. Kiosk design

Explain how kiosks are designed and are customizable to conform with City expectations of Santa Fe style.

### ***5.5 Commissioning/Decommissioning Plan***

The vendor must show a plan for decommissioning and removing kiosks in the event that the

City does not choose to renew the agreement.

### ***5.6 Financial Model***

The vendor must provide a five-year financial model showing how initial and ongoing expenses will be met by the vendor and data showing how the model has worked with other clients.

## **6. SELECTION CRITERIA**

### ***6.1 Selection Factors:***

Proposals will be evaluated based on the selection factors listed below; the relative weight that each factor will receive in the evaluation is shown below.

1. Solution Requirements (100 points)  
Scoring will represent the capability of the proposed solution to meet functional and technical requirements as represented in the completed requirements matrix.
2. Vendor Qualifications and References (100 points)  
Evaluation criteria will include 1) relevant organization and personnel experience and knowledge , 2) business, organizational and technical skills; and 3) quality of the staffing plan; 4) the number and types of similar kiosk projects the Offeror or its employees have completed successfully; 5) the general level of experience in the areas of project leadership, execution and monitoring; 6) the organization's ability to satisfy project objectives; and 4) the level of satisfaction expressed by the customer references provided.
3. Solution Implementation Approach & Support (200 points)  
Evaluation criteria will include 1) the detail and clarity of the proposed approach to successfully execute the project; and 2) the inclusion of any unique approaches designed to save time and money or increase the benefits or effectiveness of the proposed work.
4. Cost (100 points)

The cost criterion is rated by giving to the proposal with the best plan for avoiding costs to the City, the maximum number of Cost points available.

Responses will be evaluated and top vendors will be scheduled for a product demonstration executed from a demonstration script that will be provided. Scoring for Solution Requirements will be adjusted based on the project demonstration.

## 6.2 Evaluation Criteria

All proposals will be evaluated and rated in accordance with the following criteria and the indicated weighted value of the criteria.

Criterion	Weighted Value	Evaluation Points (1, 2, 3, 4, or 5)*	Total (points X weighted value)	Max Score
Solution Meeting Requirements	20			100
Vendor Qualifications and References	20			100
Solution Implementation	40			200
Cost	20			100

\*Evaluation Points 1-5

1. Poorly addresses, not adequate
2. Insufficiently addressed capabilities questionable
3. Adequate response, capable
4. Good response, capabilities more than adequate
5. Exceed expectations, superior response

PLEASE NOTE THAT THE LOWEST COST IS NOT THE SOLE CRITERION FOR RECOMMENDING CONTRACT AWARD

The products will be evaluated on ease of use and how each product fulfills the City's objectives for smart kiosks.

### 6.2 Evaluation Committee Members:

Convention and Visitors Bureau, Cynthia Delgado or Representative  
 Convention and Visitors Bureau, Randy Randall or Representative  
 ITT, Tom Diaz or Representative  
 ITT, Bogi Malecki  
 ITT, Larry Worstell  
 Planning and Land Use, David Rasch

## **7. EXHIBITS**

### ***7.1. Evidence of Liability Insurance Coverage. (Mandatory)***

## **7.2 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 YOUR OFFER

## **7.4 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:

\_\_\_\_\_

# REQUEST FOR PROPOSALS ONLY

## 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, further described as deliverables in Exhibit "A" attached hereto, to the City as represented in their proposal to the City in response to RFP #16/XX/X:

A. To design, install, configure, operate and maintain a City of Santa Fe Smart Kiosk System, providing information of interest to visitors and other members of the public. Features and functions being sought include, but are not limited to:

- 1) "Smart" type of interactive kiosk available to the public, to be used in either indoor or outdoor locations throughout the city, to provide information on and promote events, activities and services to visitors and residents.
- 2) A mobile application providing the same information and services as the kiosk.
- 3) Wi-Fi services, offered free to the public, around each kiosk installation.

4) The City will have approval of all content, advertising or otherwise, that appears on kiosks. The kiosk installations will be consistent with the Santa Fe style.

B. All terms and conditions of RFP #16/XX/P and the Contractor's response to such document(s) are incorporated herein by reference and as Exhibit "B" attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel 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 and Contractor will negotiate a cost and revenue reimbursement model that will result in no costs to the City for the full implementation and on-going maintenance of the kiosk system.

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.

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 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, 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:

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

\_\_\_\_\_  
NAME AND TITLE

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

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

CRS# \_\_\_\_\_  
City of Santa Fe Business  
Registration # \_\_\_\_\_



## 7.6 Santa Fe Living Wage Ordinance



PURSUANT TO THE CITY OF SANTA FE  
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987  
EFFECTIVE MARCH 1, 2016 ALL WORKERS WITHIN THE  
CITY OF SANTA FE  
SHALL BE PAID A LIVING WAGE OF

**\$10.91**  
**PER HOUR**

### **Santa Fe's Living Wage**

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

### **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.

More Information, including the Living Wage Ordinance, is available at  
<http://www.santafenm.gov>  
(Click on Hot Topics/Living Wage)