

**CITY OF SANTA FE**

**"REQUEST FOR PROPOSALS"**

**MUNICIPAL GOLF COURSE MANAGEMENT SERVICES**

**RFP #'18/15/P**

**PROPOSAL DUE:**

January 16, 2018

**2:00 P.M.**

**PURCHASING OFFICE  
CITY OF SANTA FE  
2651 SIRINGO ROAD  
BUILDING "H" SANTA FE,  
NEW MEXICO 87505**

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### Attachments:

1. Non-Disclosure and Conflict of Interest Statement
2. Instructions Relating to Local Preference Certification Form
3. Local Preference Certification Form
4. Resident Veterans Preference Form
5. Sample Contract
6. Minimum Wage Ordinance

## REQUEST FOR PROPOSALS

PROPOSAL NUMBER '18/15/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, January 16, 2018**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

### MUNICIPAL GOLF MANAGEMENT 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: 12/14/17  
To be published on: 12/18/17

Received by the Albuquerque Journal Newspaper on: 12/14/17  
To be published on: 12/18/17

## **PROPOSAL SCHEDULE**

### **RFP # '18/15/P**

- |    |  |  |
|----|--|--|
| 1. | Advertisement                                    | December 18, 2017  |
| 2. | Issuance of RFP'S:                               | December 18, 2017  |
| 3. | Receipt of proposals:                            | January 16, 2018 at 2:00 p.m.<br>local prevailing time.<br>Purchasing Office 2651<br>Siringo Road Bldg., "H"<br>Santa Fe, New Mexico<br>87505 (505) 955-5711 |
| 4. | Evaluation of proposals:                         | January 19, 2018   |
| 5. | Interviews:                                      | January 23, 2018   |
| 6. | Recommendation of award<br>to Finance Committee: | February 5, 2018   |
| 7. | Recommendation of award<br>to City Council:      | February 14, 2017  |

**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 two copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, January 16, 2018.

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: '18/15/P

Title of the proposal:

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.

## **SCOPE OF SERVICES**

### **'18/15/P**

#### **1. SCOPE OF SERVICES**

The Contractor shall provide the following services for the City:

A. Plan, organize, direct and oversee golfer activities at the City's municipal golf course, "Marty Sanchez Links de Santa Fe Golf Course" located at 205 Caja del Rio Road, Santa Fe, NM.

B. Exclusive of turf management, manage all duties related to the operation of the golf course, driving range, pro shop, starter station, clubhouse restrooms, cart barn, and exterior grounds of clubhouse that consist of the patio area and walkway.

#### **C. HOURS OF OPERATION:**

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

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

#### **D. PERSONNEL:**

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

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

(3) Shall, when the Head PGA Pro is not on site, have an alternate person such as an Assistant Head Pro who is both capable and knowledgeable to make decisions and resolve all issues as may be necessary.

(4) Implement a volunteer marshal program to be hired based on seasonal needs & activities, and to be approved by the MRC Manager or his/her designee. Ensure that MSL golf rules are followed, including a steady pace of play and also ensure that customers are paying and to provide quality customer service at all times.

(5) Develop a starter position during the busiest golfing times to ensure payment of patrons and to explain golf rules.

(6) Promptly inform the MRC Manager of any changes in personnel.

E. MANAGEMENT PRACTICES:

(1) Develop written policies and procedures for each area of responsibilities, subject to City review and approval, and provide annual training to all employees on these policies and procedures, inclusive of stated performance expectations. Encourage staff to begin or continue education requirements for PGA status.

(2) Quarterly provide training to all employees on the provision of quality customer service. If the City offers such training, Contractor agrees to send staff to scheduled trainings. The Head PGA Pro will hold quarterly meetings with staff to review expectations of Contractor as they pertain to MSL policies and procedures to ensure compliance.

(3) Consistently enforce all Contractor policies and procedures developed to ensure employee compliance.

(4) The Head PGA Pro or Assistant Head Pro will meet on a weekly basis with the MRC Manager or designee and golf course superintendent to discuss pertinent issues and upcoming events or promotions. It shall be incumbent on the Head PGA Pro or Assistant

Head Pro to meet with staff following this meeting to share decisions made or concerns raised by the City.

(5) The Head PGA Pro or Assistant Head Pro will attend quarterly Advisory Subcommittee meetings and provide updated informational reports.

F. ADDITIONAL SERVICES:

(1) Collect and accurately account for applicable revenue including but not limited, to all green fees, cart fees, resident card and user fees, driving range fees and money received from the sale of pro shop merchandise and any other revenue required to be collected by the City.

(2) At the Contractor's own expense, obtain training services necessary for all staff to operate the Point of Sale System using the Point of Sale Software program.

(3) Provide professional instruction to individuals and groups in the sport of playing golf and have exclusive rights to provide all instruction as well as hire part time, qualified instructors.

(4) Provide golf equipment repair services, power and pull cart rentals, golf equipment rentals and vending machines.

(5) At the Contractor's own expense, provide functioning enclosed/caged tractor golf ball picker for use on the driving range.

G. PROGRAM DEVELOPMENT:

(1) Plan and develop activities, golf tournaments and programs for the year with the goal of increasing rounds of golf for all age groups.

(2) Develop promotional programs that, subject to City review and approval, focus on golfing activities for all ages.

(3) Work with the City to develop marketing and advertising programs

and plans for the Marty Sanchez Links de Santa Fe.

(4) Develop a specific program which will increase and maintain a loyal local client base.

(5) Work with the City to develop a program that will create promotion of MSLDSF and synergy among the Convention & Visitor's Bureau to increase the out-of town visitor client base.

#### H. GOLF CARTS:

(1) Develop a weekly and monthly cleaning schedule for the cart barn, which includes sweeping and washing the floor on a daily basis and ensuring staff are being held accountable for completing this duty.

(2) Ensure that cart staff are adhering to the cleaning standards developed for the daily cleaning of carts.

(3) Develop preventive maintenance schedules for each golf cart and ensure a maintenance history is kept detailing all work completed on every golf cart and provide records to the City.

(4) Regularly maintain the golf cart fleet including cleaning, preventive maintenance, fixing or replacing tires, performing all mechanical work according to specifications from the manufacturer, and keeping an inventory of necessary parts to be purchased and paid for by the City. Collaborate with the City on any golf cart maintenance needs and as needed, coordinate repairs accordingly.

(5) Ensure that sand & seed containers in golf carts are filled on each use of golf cart.

(6) Post information in each golf cart as directed by the MRC Manager.

#### I. CLEANING RESPONSIBILITIES:

(1) Ensure that clubhouse restrooms are checked and cleaned to a high standard at a minimum of two times per day (midday and prior to closing) and at Contractor's expense, are sufficiently stocked with toilet paper, soap and paper towels. Restrooms are to be swept, mopped and trash removed on a daily basis.

(2) Maintain the exterior of the clubhouse by sweeping and washing cemented areas and removing trash on a daily or as much as necessary to keep the areas neat and clean.

(3) Maintain the range building and starter station by removing debris, emptying trash cans, sweeping cemented walkways, cleaning windows, and dusting countertops.

(4) Ensure that clubhouse offices, stock room and starter building are clean, and organized at all times. Also ensure that the offices are cleaned, painted and if need be refurbished annually.

J. Ensure a well stocked pro shop, inclusive of varied sizes and styles of merchandise at all times, and offer merchandise at competitive prices.

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

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

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



## **SUBMITTAL REQUIREMENTS**

**'18/15/P**

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

1. List relevant experience in managing and operating golf courses and related facilities. List size and type of course , ie. private, semi-private, municipal, with emphasis on pro shop , golf cart, and driving range operation and management.
2. List number, experience, education and professional qualifications of management and support staff. Provide all pertinent documentation related to staff certifications and licenses.
3. Provide evidence of financial ability, stability and insurability. Furnish the most current financial statements, and a minimum of the last three years audited financial statements. Submit your current certificate of insurance.
4. Describe the approach and philosophy you will utilize in performing the required duties emphasizing best business practices and customer service.
5. Describe your knowledge and understanding of local and surrounding economic, recreational, and competitive factors and conditions.
6. Provide a summary of your proposal and include any additional information to support or strengthen your submittal. Include any ideas or innovations which would benefit the revenue stream or operational efficiencies of the golf course and related facilities.
7. Provide your proposed annual management fee, inclusive of gross receipts tax. In addition, the facility shares revenues with the contractor for the following cost centers:

Pro shop

Driving Range

Player/Membership Card (currently not used if applicable if used in the future)

Provide your proposed percentages of revenue sharing for these cost centers.

**EVALUATION CRITERIA  
&  
WEIGHTED VALUES**

**EVALUATION COMMITTEE MEMBERS**

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

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

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.

**Evaluation and Interview Form**  
**Municipal Golf Course Management Services**  
**'18/15/P**

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Company Name: \_\_\_\_\_

Interviewer Name: \_\_\_\_\_

Interview Date: \_\_\_\_\_

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Signature and Title of Evaluation Committee Member

**Evaluation Criteria & Weighted Values**

CRITERIA	WEIGHTED VALUE	EVALUATION POINTS	TOTAL
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1. Experience	25% x	_____	_____
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List relevant experience in managing and operating golf courses and related facilities. List size and type of course , ie. private, semi-private, municipal, with emphasis on pro shop , golf cart, and driving range operation and management.

2. Company Qualifications	15% x	_____	_____
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List number, experience, education and professional qualifications of management and support staff. Provide all pertinent documentation related to staff certifications and licenses.

3. Financial Capability	10% x	_____	_____
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Provide evidence of financial ability, stability and insurability. Furnish the most current financial statements, and a minimum of the last three years audited financial statements. Submit your current certificate of insurance.

4. Work Plan	15% x	_____	_____
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Describe the approach and philosophy you will utilize in performing the required duties emphasizing best business practices and customer service.

5. Percentages	20% x	_____	_____
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Provide your proposed annual management fee, inclusive of gross receipts tax. In addition, the facility shares revenues with the contractor for the following cost centers:

Pro shop

Driving Range

Player/Membership Card (currently not used if applicable if used in the future)

Provide your proposed percentages of revenue sharing for these cost centers.

6. Local Knowledge                      5%    x                      \_\_\_\_\_

Describe your knowledge and understanding of local and surrounding economic, recreational, and competitive factors and conditions.

7. Proposal Summary                      10%    x                      \_\_\_\_\_

Provide a summary of your proposal and include any additional information to support or strengthen your submittal. Include any ideas or innovations which would benefit the revenue stream or operational efficiencies of the golf course and related facilities.

TOTAL \_\_\_\_\_

Evaluation Points: 1= Lowest through 5=Highest

1 – Not Adequate

2 = Insufficiently Addressed

3 = Adequate

4 – Good

5 = Exceeds Requirements

**CITY OF SANTA FE (CSF)**  
**NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT**

REQUEST FOR PROPOSAL # ' \_\_\_\_\_ '

EVALUATOR NAME: \_\_\_\_\_

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

I, \_\_\_\_\_, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by commitments contained herein.

I am acting at the request of CSF as a participant in the evaluation of *offers/proposals* received in response to the *Request for Offers! Request for Proposals*, entitled and/ or numbered. I am acting of my own accord and not acting under duress. I am not currently employed by, nor am I receiving any compensation from, nor have I been the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with any *offer/proposal* or involved *Offeror/Proposer* in return for favorable consideration. I have no preconceived position on the relative merits of any of the *offers/proposals* nor have I established a personal preference or position on the worth or standing of any *Offeror/Proposer* participating in this action. CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts, including, but not limited to contracts for professional services, agreements with consultants and Purchase Orders.

I hereby certify that to the best of my knowledge and belief, no conflict of interest exists that may diminish my capacity to perform an impartial, technically sound, objective review of this proposal(s) or otherwise result in a biased opinion or unfair competitive advantage. I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any *offer/proposal* to anyone other than the team leader or other evaluation team members. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, reproduction of any part or any portion of any *offer/proposal*, or removal of same from designated areas without prior authorization from the evaluation team leader. I agree to perform any and all evaluations of said *offers/proposals* in an unbiased manner, to the best of my ability, and with the best interest of CSF paramount in all decisions.

I agree to return to CSF Purchasing Department all copies of proposals, as well as any abstracts, upon completion of the evaluation.

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SIGNATURE AND DATE:

## INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

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

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

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

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

## LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: \_\_\_\_\_

Business Name: \_\_\_\_\_

Principal Office: \_\_\_\_\_  
Street Address City State Zip Code

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

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

### CERTIFICATION

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

Signature of Authorized Individual: \_\_\_\_\_

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me by \_\_\_\_\_ this \_\_\_\_\_, day of \_\_\_\_\_

My commission expires \_\_\_\_\_  
Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOU OFFER

## RESIDENT VETERANS PREFERENCE CERTIFICATION

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

**Please check one box only:**

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

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

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

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_



**FOR REQUEST FOR PROPOSALS ONLY**  
**CITY OF SANTA FE**  
**GOLF MANAGEMENT SERVICES AGREEMENT AT**  
**MARTY SANCHEZ LINKS de SANTA FE**

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.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Plan, organize, direct and oversee golfer activities at the City's municipal golf course, "Marty Sanchez Links de Santa Fe Golf Course" located at 205 Caja del Rio Road, Santa Fe, NM.

B. Exclusive of turf management, manage all duties related to the operation of the golf course, driving range, pro shop, starter station, clubhouse restrooms, cart barn, and exterior grounds of clubhouse that consist of the patio area and walkway.

C. HOURS OF OPERATION:

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

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

D. PERSONNEL:

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

(2) Determine the number of staff to be hired based on seasonal

needs and activities to be able to provide quality customer service at all times.

(3) Shall, when the Head PGA Pro is not on site, have an alternate person such as an Assistant Head Pro who is both capable and knowledgeable to make decisions and resolve all issues as may be necessary.

(4) Implement a volunteer marshal program to be hired based on seasonal needs & activities, and to be approved by the MRC Manager or his/her designee. Ensure that MSL golf rules are followed, including a steady pace of play and also ensure that customers are paying and to provide quality customer service at all times.

(5) Develop a starter position during the busiest golfing times to ensure payment of patrons and to explain golf rules.

(6) Promptly inform the MRC Manager of any changes in personnel.

E. MANAGEMENT PRACTICES:

(1) Develop written policies and procedures for each area of responsibility, subject to City review and approval, and provide annual training to all employees on these policies and procedures, inclusive of stated performance expectations. Encourage staff to begin or continue education requirements for PGA status.

(2) Quarterly provide training to all employees on the provision of quality customer service. If the City offers such training, Contractor agrees to send staff to scheduled trainings. The Head PGA Pro will hold quarterly meetings with staff to review expectations of Contractor as they pertain to MSL policies and procedures to ensure compliance.

(3) Consistently enforce all Contractor policies and procedures developed to ensure employee compliance.

(4) The Head PGA Pro or Assistant Head Pro will meet on a weekly basis with the MRC Manager or designee and golf course superintendent to discuss pertinent issues and upcoming events or promotions. It shall be incumbent on the Head PGA Pro or Assistant

Head Pro to meet with staff following this meeting to share decisions made or concerns raised by the City.

(5) The Head PGA Pro or Assistant Head Pro will attend quarterly Advisory Subcommittee meetings and provide updated informational reports.

F. ADDITIONAL SERVICES:

(1) Collect and accurately account for applicable revenue including but not limited, to all green fees, cart fees, resident card and user fees, driving range fees and money received from the sale of pro shop merchandise and any other revenue required to be collected by the City.

(2) At the Contractor's own expense, obtain training services necessary for all staff to operate the Point of Sale System using the Point of Sale Software program.

(3) Provide professional instruction to individuals and groups in the sport of playing golf and have exclusive rights to provide all instruction as well as hire part time, qualified instructors.

(4) Provide golf equipment repair services, power and pull cart rentals, golf equipment rentals and vending machines.

(5) At the Contractor's own expense, provide functioning enclosed/caged tractor golf ball picker for use on the driving range.

G. PROGRAM DEVELOPMENT:

(1) Plan and develop activities, golf tournaments and programs for the year with the goal of increasing rounds of golf for all age groups.

(2) Develop promotional programs that, subject to City review and approval, focus on golfing activities for all ages.

(3) Work with the City to develop marketing and advertising programs and plans for the Marty Sanchez Links de Santa Fe.

(4) Develop a specific program which will increase and maintain a loyal local client base.

(5) Work with the City to develop a program that will create promotion of MSLDSF and synergy among the Convention & Visitor's Bureau to increase the out-of-town visitor client base.

#### H. GOLF CARTS:

(1) Develop a weekly and monthly cleaning schedule for the cart barn, which includes sweeping and washing the floor on a daily basis and ensuring staff are being held accountable for completing this duty.

(2) Ensure that cart staff are adhering to the cleaning standards developed for the daily cleaning of carts.

(3) Develop preventive maintenance schedules for each golf cart and ensure a maintenance history is kept detailing all work completed on every golf cart and provide records to the City.

(4) Regularly maintain the golf cart fleet including cleaning, preventive maintenance, fixing or replacing tires, performing all mechanical work according to specifications from the manufacturer, and keeping an inventory of necessary parts to be purchased and paid for by the City. Collaborate with the City on any golf cart maintenance needs and as needed, coordinate repairs accordingly.

(5) Ensure that sand & seed containers in golf carts are filled on each use of golf cart.

(6) Post information in each golf cart as directed by the MRC Manager.

#### I. CLEANING RESPONSIBILITIES:

(1) Ensure that clubhouse restrooms are checked and cleaned to a high

standard at a minimum of two times per day (midday and prior to closing) and at Contractor's expense, are sufficiently stocked with toilet paper, soap and paper towels. Restrooms are to be swept, mopped and trash removed on a daily basis.

(2) Maintain the exterior of the clubhouse by sweeping and washing cemented areas and removing trash on a daily or as much as necessary to keep the areas neat and clean.

(3) Maintain the range building and starter station by removing debris, emptying trash cans, sweeping cemented walkways, cleaning windows, and dusting countertops.

(4) Ensure that clubhouse offices, stock room and starter building are clean, and organized at all times. Also ensure that the offices are cleaned, painted and if need be refurbished annually.

J. Ensure a well stocked pro shop, inclusive of varied sizes and styles of merchandise at all times, and offer merchandise at competitive prices.

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

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

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

## 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 management services rendered, a sum not to exceed \_\_\_\_\_ (\$\_\_\_\_\_), inclusive of applicable gross receipts taxes in total for the extension of the term of this Agreement. Contractor shall be paid on a monthly basis and in equal installments of \_\_\_\_\_ (\$\_\_\_\_\_). The breakdown of payment is as follows:

\$ _____	– 2018/2019
\$ _____	– 2019/2020
\$ _____	– 2020/2021
\$ _____	– 2021/2022

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

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

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

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

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

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

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

4. CASH HANDLING REPORTING, LEASE, FEES & BILLINGS

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

B. LEASE OF CONCESSION AREA: Concession area consists of Pro shop and driving range. The Contractor shall pay the City per fiscal year for use of its pro shop areas, as follows: \_\_\_\_% percent of gross sales shall be paid to the City on a monthly basis, due on the 30<sup>th</sup> day of the following month. If payment is received late, interest of five (5) percent will be charged by the City. Fees for golf lessons are not included as gross revenue of pro shop areas as those fees are the sole property of the Contractor or its

employees. The City and the Contractor shall each be responsible for the gross receipt tax on their share of the revenue.

C. REVENUE FROM FEES:

(1) Player/Membership Card currently not used if applicable if used in the future: Player card fees and material costs, or any costs associated with the operations or maintenance of the resident cards program, shall be split \_\_\_\_\_ percent (\_\_\_\_%) for the City and \_\_\_\_\_ percent (\_\_\_\_%) for the Contractor. The City shall set the fees and the City and/or the Contractor shall sell the players cards. The City and the Contractor shall each be responsible for the gross receipts tax on their share of the revenue. The players card program shall be split \_\_\_\_\_ percent (\_\_\_\_%) for the City and (\_\_\_\_%) for the Contractor. A maintenance agreement will be purchased for the maintenance and repair of the equipment used to create a resident card with the cost being equally shared between the Contractor and the City. In the event there is abuse of the equipment, repairs beyond normal wear and tear will be assessed to the Contractor.

(2) Green Fees: All green fees belong to the City.

(3) Golf Cart Fees: All golf cart rental fees belong to the City.

(4) Driving Range: To be split \_\_\_\_\_ percent (\_\_\_\_%) for the Contractor and \_\_\_\_\_ percent (\_\_\_\_%) for the City, up to \_\_\_\_\_ dollars (\$\_\_\_\_) in revenues collected each fiscal year during the term of this Agreement. Above this amount, the Contractor will receive \_\_\_\_\_ percent (\_\_\_\_%) and the City will receive \_\_\_\_\_ percent (\_\_\_\_%).

(5) Armored Car Services Fee: To be split \_\_\_\_\_ percent (\_\_\_\_%) for the City and \_\_\_\_\_ percent (\_\_\_\_%) for the Contractor.

(6) Credit Card Service Fee: To be split \_\_\_\_\_ percent



(\_\_\_\_\_% ) for the City and \_\_\_\_\_ percent (\_\_\_\_\_% ) for the Contractor. At the end of each contract year, the City will conduct an annual audit to determine and verify the agreed amount to split.

(7) All lessons conducted while playing a round of golf are subject to the payment of applicable green fees and cart fees.

5. UTILITIES

- A. Contractor shall pay \_\_\_\_\_ percent (\_\_\_\_\_% ) of all clubhouse (gas/electric) utility costs, billed by the City on a monthly basis and due within fifteen (15) days of billing.
- B. Contractor shall pay \_\_\_\_\_ percent (\_\_\_\_\_% ) of all clubhouse refuse/telephone utility costs, billed by Lessor on a monthly basis and due within fifteen (15) days of billing.
- C. Contractor shall pay \_\_\_\_\_ percent (\_\_\_\_\_% ) of all clubhouse pest control service costs, billed by Lessor on a monthly basis and due within fifteen (15) days of billing. Pest control service costs excludes fly trap machines and parts.
- D. Contractor shall pay \_\_\_\_\_ percent (\_\_\_\_\_% ) of all clubhouse septic/grease trap service costs, billed by Lessor on a monthly basis and due within fifteen (15) days of billing.

6. GIVEAWAYS

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

7. CARE OF BUILDING AND EQUIPMENT

A. The Contractor shall be responsible and pay for any and all routine maintenance of the interior and operating equipment within the clubhouse/pro shop, starter building, driving range and cart barn whether the same be owned by the City or the Contractor, and shall keep all City property in good condition with ordinary wear and tear excepted.

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

8. 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.

9. TERM AND EFFECTIVE DATE

Subject to an annual performance review conducted by the City and based upon receiving a satisfactory rating, the term of this Agreement shall be effective on July 1, 2018 and shall terminate on June 30, 2021, unless sooner pursuant to Article 10 below. Contractor is granted, upon a satisfactory performance, an option to renew this Agreement for an additional one (1) year term. If the end of this Agreement occurs between May 1<sup>st</sup> and September 30<sup>th</sup>, the parties may continue on a month to month basis, not to exceed September 30, 2022. Contractor and the City shall renegotiate the terms and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

10. TERMINATION

A. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party 90 days prior to the intended date of termination.

(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, therefore the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

11. CONFIDENTIALITY

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. AMENDMENT

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

22. 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.

23. 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.

24. 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.

25. 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:  
Jennifer Romero,  
MRC Manager  
205 Caja del Rio  
Santa Fe, NM 87506

Contractor:

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

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
JAVIER GONZALES, MAYOR

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CRS # \_\_\_\_\_  
City of Santa Fe Business  
Registration No. \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
ADAM K. JOHNSON, DIRECTOR  
FINANCE DEPARTMENT

\_\_\_\_\_  
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, 2017 ALL WORKERS WITHIN THE  
CITY OF SANTA FE  
SHALL BE PAID A LIVING WAGE OF

**\$11.09**  
**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.