

**CITY OF SANTA FE  
MUNICIPAL RECREATION COMPLEX**

**"REQUEST FOR PROPOSALS"**

**MRC GOLF COURSE LEASE  
FOOD AND BEVERAGE FACILITY**

**RFP #'18/22/P**

**PROPOSAL DUE:**

July 5, 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. Campaign Contribution Disclosure Form
6. Sample Contract
7. Minimum Wage Ordinance

## REQUEST FOR PROPOSALS

### PROPOSAL NUMBER '18/22/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, July 5, 2018**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

#### MRC GOLF COURSE LEASE FOOD AND BEVERAGE FACILITY

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.

*Shirley Rodriguez*  
Shirley Rodriguez, Interim Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 05/31/2018  
To be published on: 06/06/2018

Received by the Albuquerque Journal Newspaper on: 05/31/2018  
To be published on: 06/06/2018

## **PROPOSAL SCHEDULE**

### **RFP # '18/22/P**

- |    |  |  |
|----|--|--|
| 1. | Advertisement                                    | June 6, 2018   |
| 2. | Issuance of RFP'S:                               | June 6, 2018   |
| 3. | Receipt of proposals:                            | July 5, 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:                         | July 10, 2018  |
| 5. | Interviews:                                      | July 17, 2018  |
| 6. | Recommendation of award<br>to Finance Committee: | July 30, 2018  |
| 7. | Recommendation of award<br>to City Council:      | August 8, 2018   |

**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 five (5) copies of the proposal one (1) original and one (1) electronic copy. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, July 5, 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: '18/22/P  
Title of the proposal: MRC Golf Course Lease Food and Beverage Facility  
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.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate 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**

### **'18/22/P**

#### **SCOPE OF OPERATING SERVICES**

The Lessee shall provide for the Lessor the following services:

- A. Operate the Facility that includes snack grille, kitchen, bar area, food and beverage cart and provide catering for special events and functions at the Marty Sanchez Links de Santa Fe located at 205 Caja del Rio, Santa Fe, NM 87505.
- B. Provide food, non-alcoholic and alcoholic beverages to the general public only on the MRC Complex property and not off site.
- C. Provide a varied menu consisting of breakfast, lunch, snacks, dessert and evening meals that are priced competitively, healthy and subject to annual review and approval of the Lessor.
- D. Provide a limited menu that is "quick" and offered to golf patrons who are playing a round of golf and "making the turn" to the #10 tee box.
- E. Provide food and beverages to a larger number of patrons when special events or tournaments require serving everyone at the same time.
- F. Promote the use of the facility for private functions and be able to develop varied menus to accommodate the needs of the client.
- G. Maintain the same operating hours as the golf course unless there is approval from the Lessor to change or modify hours of operation. In the event of winter weather that results in a closure of the golf course, the Lessee shall be allowed to close the restaurant for a two week period for the purposes of winter maintenance (painting, cleaning, refurbishing of furniture), during the following dates:

- December 24-January 7, 2018

- December 23-January 6, 2019
- December 21-January 4, 2020

H. Provide and operate on a daily basis, unless otherwise agreed to by the Lessor, a fully stocked food and beverage cart during the peak golfing season (April, May, June, July, August, September and October).

I. Ensure that concession prices must be posted on permanent displays on all stands and equipment.

J. Provide the Lessor with any menu price increase/decrease changes and subject to annual review and approval by Lessor.

K. Collaborate with the Lessor on advertising efforts that affect the facility. All advertising, direct mail and other promotional activity must be approved in advance by the Administrative Manager. Advertising and promotional items for the purpose of marketing the restaurant must carry both the restaurant logo and the Marty Sanchez Links de Santa Fe name or logo and be paid for by the Lessee.

L. Furnish, at Lessee's expense, ice for all functions. Since past experiences have shown that the ice machine does not produce enough ice during peak times, it is recommended that the Lessee purchase additional ice.

M. Attend weekly staff meetings as required by the Administrative Manager and include the quarterly Advisory Sub-Committee Board meeting.

N. Be responsible for initiating, maintaining and supervising all safety precaution programs in connection with its services.

O. Report to the Administrative Manager any unusual condition which has occurred or which the Lessee anticipates, including complaints from

customers, staff changes, legal action and other information which relates to the Lessee and its clients of the food and beverage facility.

P. Utilize window for food and beverage sales to golf patrons “making the turn” to the number 10 tee box.

Q. PERSONNEL

(1) Provide adequate levels of staffing for both seasonal demand and for special events and functions that require additional staff.

(2) Provide staff who have both previous restaurant or concession experience and who have the ability to prepare food consistent with set standards and who have all been trained to provide quality customer service.

(3) At own expense, provide point of sale training for all restaurant staff required to operate the cash register terminals or IPads for all sales transactions.

(4) Provide staff that is properly certified and licensed by the State of New Mexico to serve alcoholic beverages.

(5) Require all staff to wear uniforms or proper golf attire with either the Marty Sanchez Links de Santa Fe logo or a restaurant logo placed on the uniform shirts. No other golf course logo shall be advertised/worn by staff of the restaurant. Uniforms shall be of a standard style selected and purchased by the Lessee and approved by the Lessor.

(6) Staff shall park in the designated golf course parking lot. Only one (1) cook and one (1) manager shall be authorized to park one (1) vehicle each, behind the restaurant adjacent to the walk-in cooler and storage unit. All other access is for restaurant customer parking, emergency and delivery vehicles only.

R. LICENSING AND COMPLIANCE

(1) Comply with all rules and regulations of the New Mexico

Department of Health, New Mexico Environment Department, the Alcohol and Gaming Division of the Regulation and Licensing Department, and all applicable laws, statutes and ordinances of the State of New Mexico and the City of Santa Fe, including health and safety codes.

(2) Obtain and maintain at Lessee's expense all permits and licenses required by such laws and regulations.

(3) Assist the Lessor in obtaining and repairing any applications and supporting documents to renew the Liquor License.

(4) Possess a current City Registration License and a Gross Receipts Tax Identification (CRS) Number. The Lessee shall provide the Lessor with evidence of its compliance with this requirement as a condition prior to performing services under this Lease.

(5) At Lessee's expense, ensure that the interior, exterior and all supplies, equipment and funds are adequately secured utilizing surveillance cameras and other security measures.

(6) All food and beverages kept for sale shall be subject to inspection by the Lessor and/or appropriate governmental agencies.

#### S. CLEANLINESS STANDARDS

(1) Maintain at all times the receiving area where food and beverages are delivered in a clean and orderly manner.

(2) Keep the kitchen, snack grille, bar area, and outside patio clean, orderly and sanitary at all times in strict accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. These areas, inclusive of the tables and chairs inside and outside, shall be cleaned thoroughly each day, and dependent on the amount of usage, shall be cleaned as frequently as deemed necessary.

(3) Carpeted areas are to be vacuumed daily and cemented

areas are to be swept or washed down on a regular basis. At Lessee's own expense, on a quarterly basis, the carpeting within the snack grille and bar area shall be steam-cleaned. Proof of steam cleaning service shall be provided to the Administrative Manager on a quarterly basis.

(4) At Lessee's own expense, on a semi-annual basis, hood cleaning shall be scheduled and completed. Proof of hood cleaning service shall be provided to the Administrative Manager on a semi-annual basis.

(5) Trash containers shall be emptied by Lessee staff on a daily basis and at no time may refuse be kept overnight within the kitchen, snack grill area, or bar area.

(6) In coordination with the Pro Shop vendor, clean the restrooms located in the breezeway each night on a daily basis and when used for catered events scheduled by the Lessee.

(7) Trash receptacles and recycle bins located behind the restaurant shall be emptied daily including all cardboard boxes shall be broken down and placed in the designated "cardboard only" dumpster. Trash shall be emptied at dumpster locations and any litter that is deposited on the ground shall be picked up and placed in dumpster.

(8) During all catered events either private or tournament, golf course rules shall be enforced and provided to clients. For non-tournament clients, shall enforce security to be provided and proof of certificate of liability from security vendor.

T. Agrees that it has inspected the facilities and equipment and thoroughly understands the area and equipment that is being provided by the Lessor. No other verbal indication of additional City facilities, equipment or improvements are authorized or binding.

U. Acknowledges that the Lessor is not responsible for any financial losses claimed by the Lessee.



V. Acknowledges that any additional kitchen equipment, in addition to the equipment currently owned by the Lessor, shall be purchased at its own expense.

W. Acknowledges that two food and beverage carts must be secured at its own expense and utilized daily in correlation with tee-time scheduling during the peak golf season (April, May, June, July, August, September and October).

X. Allow employees to enter upon and remain at the restaurant during events for a reasonable time prior to and subsequent to events, only for the purpose of providing the services herein mentioned.

Y. Use of Governmental Liquor License -The Lessee shall be entitled to the use and operation of a Governmental Liquor License located at Marty Sanchez Links de Santa Fe. Lessee shall use the Governmental Liquor License for the purpose of serving alcoholic beverages on the premises, in conjunction with Lessee's snack grille business.

Z. All beverages, alcoholic and non-alcoholic, are to be provided by the Lessee.

AA. All sales and service of alcoholic beverage are to be made only within those areas of the Liquor License Premises that are shown and designated as the authorized area in the Lessor's application for the Liquor License ("Authorized Area"). Lessee may sell and dispense alcoholic beverages under the Liquor License (i) by trained alcohol servers; and (ii) during hours consistent with the conditions of the Liquor License for all events where alcoholic beverages are served.

BB. Assist the Lessor in obtaining and preparing any applications and supporting documents to renew the Liquor License as required by the State of New Mexico. Lessee shall pay to the Alcohol and Gaming Division all fees for applications for the Liquor License, renewals of the Liquor License and any other fees associated with the Liquor License. Lessee shall satisfy all requirements of the State of New Mexico in order to qualify

## **SUBMITTAL REQUIREMENTS**

### **'18/22/P**

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

1. List relevant experience in managing and operating concessions and related facilities. List size, and type of concessions, ie. private, semi-private, municipal, with emphasis on sports complex operation and management.
2. Describe the approach and philosophy you will utilize in performing the required duties emphasizing best business practices and customer service.
3. Describe your knowledge and understanding of local and surrounding economic, recreational, and competitive factors and conditions.
4. Describe your knowledge and understanding of restaurant food and beverage point of sale systems.
5. Provide a sample of your proposed menu included with prices you will be charging.
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 attachment A with your proposed monthly lease fee and proposed percentages payable to the City, inclusive of gross receipts tax.

## RENT AND UTILITY CHARGES

1. Lessee shall pay forty percent (40%) of all clubhouse utility costs.
2. Fact sheet below, provides utility costs for 2015 and 2016 year.
3. Complete and submit Attachment "A" below.

## OTHER PERTINENT INFORMATION REGARDING FACILITY

### Fact Sheet

Number of average rounds for the last two years: 36,833

	<u>2015</u>	<u>2016</u>
Previous gross revenue:	\$234,540	\$256,157
Utilities Cost (gas, electric, septic, refuse telephone):	\$ 12,214	\$ 10,975
Restaurant Square footage (Dining Area):	2864 sq ft	
Kitchen Square footage:	1625 sq ft	

Restaurant days, expected to be Open: 7 days per week

Hours of operation: Open same operating hours as golf course is open for play (unless there is approval from the Lessor to change or modify the hours of operation during the winter months and or during inclement weather).

#### Fixed items provided:

- Air conditioner
- Water Heater
- Carpeted Bar & Sitting Area
- 6- Burner Stove
- Refrigerator
- Coolers
- Dishwasher
- Walk-in Ice freezer/refrigerator
- Bar

#### Non-fixed items provided:

- Ice Machine
- Tables/Chairs
- PA System
- (1) Television
- Storage Shelving
- Microwave
- Sandwich Bar

**SUBMITTAL REQUIREMENTS**  
**'18/04/P**

Attachment "A"

Monthly Proposed Rent:

- ◇ January \_\_\_\_\_
- ◇ February \_\_\_\_\_
- ◇ March \_\_\_\_\_
- ◇ April \_\_\_\_\_
- ◇ May \_\_\_\_\_
- ◇ June \_\_\_\_\_
- ◇ July \_\_\_\_\_
- ◇ August \_\_\_\_\_
- ◇ September \_\_\_\_\_
- ◇ October \_\_\_\_\_
- ◇ November \_\_\_\_\_
- ◇ December \_\_\_\_\_

Proposed Percentages paid to the City:

- ◇ \$200,000 \_\_\_\_\_ % paid to City
- ◇ \$250,000 \_\_\_\_\_ % paid to City
- ◇ \$300,000 and above \_\_\_\_\_ % paid to City

Special Events/Tournament functions:

- ◇ 40-99 people \_\_\_\_\_ % paid to City
- ◇ 100 and above \_\_\_\_\_ % paid to City

Proposed Percentages paid to the City:

- ◇ Utilities (Gas/Electric) \_\_\_\_\_ % paid to City
- ◇ Utilities (Refuse/Telephone) \_\_\_\_\_ % paid to City
- ◇ Pest Control Services \_\_\_\_\_ % paid to City
- ◇ Septic/Grease Trap Cleaning Services \_\_\_\_\_ % paid to City

# 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.

---

Company Name

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

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

---

Signature and Title of Evaluation Committee Member

### Evaluation Criteria & Weighted Values

CRITERIA	WEIGHTED VALUE		EVALUATION POINTS	TOTAL
1. Prior Experience	30%	x	_____	_____
<input type="checkbox"/> Factors to be considered include educational and professional qualifications, certifications and/or license, relevant experience and qualifications in running Restaurant Operations and experience and qualifications of key employees by the Contractor.				
2. Company Experience	20%	x	_____	_____

Prior satisfactory experience with similar contracts as demonstrated by, but not limited to; like accounts by size, like accounts by type; office location to account;

review of the information presented; contract organization and staffing; proponents qualifications and references.

3. Pricing for Food and Alcoholic Beverages 15% x \_\_\_\_\_

The importance of the cost factor in the selection will depend on the magnitude of the cost differentials identified, the credibility of such differentials, the keenness of competition in the Proposal, and the impact of other factors. The burden of proof as to cost credibility rests with the Proponents. Proposed costs will be evaluated not only to determine if the estimate is reasonable, realistic, and cost effective, but also the offeror's ability to organize and perform the contract.

4. Menu 15% x \_\_\_\_\_

Please list items that will be provide available for sale along with pricing, **Please provide sample menus are to include both vegetarian and low fat selections.**

5. Submitted Rent Price 15% x \_\_\_\_\_  
& Percentages

Monthly rent price willing to pay the City of Santa Fe, see attachment "A" and percentages you will pay the City of Santa Fe for Gross Revenue over \$200,000, \$250,000 and \$300,000 per calendar year and for catering events of over 40 people and over 100 people.

6. Point of Sale System Knowledge 5% x \_\_\_\_\_

Management, support staff and wait-staff/servers shall have the education, certification, training, background and experience necessary to fulfill the responsibilities and implementation requirements of this contract including how to properly operate a restaurant food and beverage point of sale system to track all restaurant revenue. Knowledge of restaurant food and beverage POS systems is critical.

TOTAL \_\_\_\_\_

Evaluation Points: 1= Lowest through 5=Highest

1 – Not Adequate

2 = Insufficiently Addressed

3 = Adequate

4 – Good

5 = Exceeds Requirements

**EVALUATION CRITERIA  
&  
WEIGHTED VALUES**

**EVALUATION COMMITTEE MEMBERS**

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

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

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

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



**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.

\_\_\_\_\_  
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 \$3M 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 \$3M.

"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, when 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 for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the Procurement involved if the statements are proven to be incorrect.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_

**FOR REQUEST FOR PROPOSALS ONLY**  
**CITY OF SANTA FE**  
**LEASE OPERATING AGREEMENT FOR FOOD AND**  
**BEVERAGE SERVICE FACILITY AT**  
**MARTY SANCHEZ LINKS de SANTA FE**

THIS LEASE OPERATING AGREEMENT (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of ( ), by and between ( ) (hereinafter "Lessee"), and the City of Santa Fe, a municipal corporation (hereinafter "Lessor").

WITNESSETH:

In consideration of the mutual covenants and Leases hereinafter contained, the parties hereto agree as follows:

1. LEASED PROPERTY

Lessor does hereby lease to the Lessee the food and beverage facility that includes the kitchen, snack grille, bar area and outdoor patio and on the golf course located at Marty Sanchez Links de Santa Fe to provide food and beverage services.

2. SCOPE OF OPERATING SERVICES

The Lessee shall provide for the Lessor the following services:

- A. Operate the Facility that includes snack grille, kitchen, bar area, food and beverage cart and provide catering for special events and functions at the Marty Sanchez Links de Santa Fe located at 205 Caja del Rio, Santa Fe, NM 87505.
- B. Provide food, non-alcoholic and alcoholic beverages to the general public.
- C. Provide a varied menu consisting of breakfast, lunch, snacks, dessert and evening meals that are priced competitively, healthy and subject to annual review and approval of the Lessor.

D. Provide a limited menu that is “quick” and offered to golf patrons who are playing a round of golf and “making the turn” to the #10 tee box.

E. Provide food and beverages to a larger number of patrons when special events or tournaments require serving everyone at the same time.

F. Promote the use of the facility for private functions and be able to develop varied menus to accommodate the needs of the client.

G. Maintain the same operating hours as the golf course unless there is approval from the Lessor to change or modify the hours of operation during the winter months and or during inclement weather.

H. Provide and operate on a daily basis, unless otherwise agreed to by the Lessor, a fully stocked food and beverage cart during the peak golfing season (April, May, June, July, August, September and October).

I. Ensure that concession prices must be posted on permanent displays on all stands and equipment.

J. Provide the Lessor with any menu price increase/decrease changes and subject to annual review and approval by Lessor.

K. Collaborate with the Lessor on advertising efforts that affect the facility. All advertising, direct mail and other promotional activity must be approved in advance by the Administrative Manager. Advertising and promotional items for the purpose of marketing the restaurant must carry both the restaurant logo and the Marty Sanchez Links de Santa Fe name or logo and be paid for by the Lessee.

L. Furnish, at Lessee’s expense, ice for all functions. Since past experiences have shown that the ice machine does not produce enough ice during peak times, it is recommended that the Lessee purchase additional ice.



M. Attend weekly staff meetings as required by the Administrative Manager and include the quarterly Advisory Sub-Committee Board meeting.

N. Be responsible for initiating, maintaining and supervising all safety precaution programs in connection with its services.

O. Report to the Administrative Manager any unusual condition which has occurred or which the Lessee anticipates, including complaints from customers, staff changes, legal action and other information which relates to the Lessee and its clients of the food and beverage facility.

P. Utilize window for food and beverage sales to golf patrons "making the turn" to the number 10 tee box.

Q. PERSONNEL

(1) Provide adequate levels of staffing for both seasonal demand and for special events and functions that require additional staff.

(2) Provide staff who have both previous restaurant or concession experience and who have the ability to prepare food consistent with set standards and who have all been trained to provide quality customer service.

(3) At own expense, provide point of sale training for all restaurant staff required to operate the cash register terminals or iPads for all sales transactions.

(4) Provide staff that is properly certified and licensed by the State of New Mexico to serve alcoholic beverages.

(5) Require all staff to wear uniforms or proper golf attire with either the Marty Sanchez Links de Santa Fe logo or a restaurant logo placed on the uniform shirts. No other golf course logo shall be advertised/worn by staff of the restaurant. Uniforms shall be of a standard style selected and purchased by the Lessee and approved by the Lessor.

(6) Staff shall park in the designated golf course parking lot. Only one (1) cook and one (1) manager shall be authorized to park one (1) vehicle each, behind the restaurant adjacent to the walk-in cooler and storage unit. All other access is for restaurant customer parking, emergency and delivery vehicles only.

#### R. LICENSING AND COMPLIANCE

(1) Comply with all rules and regulations of the New Mexico Department of Health, New Mexico Environment Department, the Alcohol and Gaming Division of the Regulation and Licensing Department, and all applicable laws, statutes and ordinances of the State of New Mexico and the City of Santa Fe, including health and safety codes.

(2) Obtain and maintain at Lessee's expense all permits and licenses required by such laws and regulations. (3) Assist the Lessor in obtaining and preparing any applications and supporting documents to renew the Liquor License.

(3) Possess a current City Registration License and a Gross Receipts Tax Identification (CRS) Number. The Lessee shall provide the Lessor with evidence of its compliance with this requirement as a condition prior to performing services under this Lease.

(5) At Lessee's expense, ensure that the interior, exterior and all supplies, equipment and funds are adequately secured utilizing surveillance cameras and other security measures.

(4) All food and beverages kept for sale shall be subject to inspection by the Lessor and/or appropriate governmental agencies.

#### S. CLEANLINESS STANDARDS

(1) Maintain at all times the receiving area where food and beverages are delivered in a clean and orderly manner.

(2) Keep the kitchen, snack grille, bar area, and outside patio

clean, orderly and sanitary at all times in strict accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. These areas, inclusive of the tables and chairs inside and outside, shall be cleaned thoroughly each day, and dependent on the amount of usage, shall be cleaned as frequently as deemed necessary.

(3) Carpeted areas are to be vacuumed daily and cemented areas are to be swept or washed down on a regular basis. At Lessee's own expense, on a quarterly basis, the carpeting within the snack grille and bar area shall be steam-cleaned. Proof of steam cleaning service shall be provided to the Administrative Manager on a quarterly basis.

(4) At Lessee's own expense, on a semi-annual basis, hood cleaning shall be scheduled and completed. Proof of hood cleaning service shall be provided to the Administrative Manager on a semi-annual basis.

(5) Trash containers shall be emptied by Lessee staff on a daily basis and at no time may refuse be kept overnight within the kitchen, snack grill area, or bar area.

(6) In coordination with the Pro Shop vendor, clean the restrooms located in the breezeway each night on a daily basis and when used for catered events scheduled by the Lessee.

(7) Trash receptacles and recycle bins located behind the restaurant shall be emptied daily including all cardboard boxes shall be broken down and placed in the designated "cardboard only" dumpster. Trash shall be emptied at dumpster locations and any litter that is deposited on the ground shall be picked up and placed in dumpster.

(8) During all catered events either private or tournament, golf course rules shall be enforced and provided to clients. For non-tournament clients, shall enforce security to be provided and proof of certificate of liability from security vendor.

T. Agrees that it has inspected the facilities and equipment and

thoroughly understands the area and equipment that is being provided by the Lessor. No other verbal indication of additional City facilities, equipment or improvements are authorized or binding.

U. Acknowledges that the Lessor is not responsible for any financial losses claimed by the Lessee.

V. Acknowledges that any additional kitchen equipment, in addition to the equipment currently owned by the Lessor, shall be purchased at its own expense.

W. Acknowledges that two food and beverage carts must be secured at its own expense and utilized daily in correlation with tee-time scheduling during the peak golf season (April, May, June, July, August, September and October).

X. Allow employees to enter upon and remain at the restaurant during events for a reasonable time prior to and subsequent to events, only for the purpose of providing the services herein mentioned.

Y. Use of Governmental Liquor License -The Lessee shall be entitled to the use and operation of a Governmental Liquor License located at Marty Sanchez Links de Santa Fe. Lessee shall use the Governmental Liquor License for the purpose of serving alcoholic beverages on the premises, in conjunction with Lessee's snack grille business.

Z. All beverages, alcoholic and non-alcoholic, are to be provided by the Lessee.

AA. All sales and service of alcoholic beverage are to be made only within those areas of the Liquor License Premises that are shown and designated as the authorized area in the Lessor's application for the Liquor License ("Authorized Area").

Lessee may sell and dispense alcoholic beverages under the Liquor License (i) by trained alcohol servers; and (ii) during hours consistent with the conditions of the Liquor License for all events where alcoholic beverages are served.

BB. Assist the Lessor in obtaining and preparing any applications and supporting documents to renew the Liquor License as required by the State of New Mexico. Lessee shall pay to the Alcohol and Gaming Division all fees for applications for the Liquor License, renewals of the Liquor License and any other fees associated with the Liquor License. Lessee shall satisfy all requirements of the State of New Mexico in order to qualify as a user to operate under the Lessor's Liquor License.

CC. RIGHTS OF THE LESSOR

A. The Lessor reserves the right to inspect and verify equipment inventory on a quarterly basis.

B. Lessor representatives, as authorized by the Administrative Manager, shall have the right to enter upon and have access to all spaces occupied by the Lessee during events and at all other times.

C. The Lessor reserves the right to direct the Lessee to partially or completely suspend sales during any events at which the Lessee's services may be unsatisfactory to the Lessor.

3. STANDARD OF PERFORMANCE; LICENSES

A. The Lessee must possess and maintain the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Lessee shall 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.

4. COMPENSATION

A. Rent - As rent for the use of the Facility that includes the kitchen, snack grille, bar area and outside patio area, the Lessee shall pay the Lessor each month during the high season (May, June, July, August and September) the sum of \_\_\_\_\_ dollars (\$\_\_\_\_) per month. During the remaining seven months (October, November December, January, February, March, and April) the Lessee shall pay the Lessor \_\_\_\_\_dollars (\$\_\_\_\_) per month.

B. Special Event Fees - When special events require catering to for forty (40) to ninety nine (99) individuals, the Lessor shall be paid an amount equal to \_\_\_\_\_ percent (\_\_\_\_%) of the total amount collected by the Lessee for food and beverage services. The Lessee shall pay Lessor this amount within fifteen (15) days of the special event.

C. Special Event Fees -When special events require catering to one hundred individuals or more, the Lessor shall be paid an amount equal to \_\_\_\_ percent (\_\_\_\_%) of the total amount collected by the Lessee for food and beverage costs. The Lessee shall pay Lessor this amount within fifteen (15) days of the special event.

D. The Lessee shall provide documentation to the Lessor on the last day of each month on each special event having more than forty (40) individuals, (private or tournament) including the following:

- (1) Signed Catering Contracts;
- (2) Total amounts paid to host a special event;

- (3) Proof of all payments by client; and
- (4) All receipts of deposit.

E. Should revenue collected by the Lessee exceed two hundred thousand dollars (\$200,000) during any calendar year of this Lease, the Lessee agrees to pay the Lessor an additional \_\_\_\_\_ percent (\_\_\_\_%) on revenues above this amount excluding catering revenues (see attachment A).

F. Should revenue collected by the Lessee exceed above two hundred and fifty thousand dollars (\$250,000) during any calendar year of this Lease, the Lessee agrees to pay the Lessor an additional \_\_\_\_\_ percent (\_\_\_\_%) on revenues above this amount excluding catering revenues (see attachment A).

G. Should revenue collected by the Lessee exceed three hundred thousand dollars (\$300,000) during any calendar year of this Lease, the Lessee agrees to pay the Lessor an additional \_\_\_\_\_ percent (\_\_\_\_%) on revenues above this amount excluding catering revenues (see attachment A).

H. The Lessee shall be responsible for payment of gross receipts taxes levied by the State of New Mexico.

5. CASH HANDLING REPORTING

A. Lessee shall submit on a daily basis to the Lessor, an accounting of all food and beverage sales and food and beverage cart sales generated.

B. Lessee shall submit on a daily basis, to the Lessor, copies of all daily deposits.

6. UTILITIES

A. Lessee shall pay \_\_\_\_\_ percent (\_\_\_\_%) of all clubhouse gas and

electric utility costs, billed by Lessor on a monthly basis. Such payments shall be due within fifteen (15) days of billing.

B. Lessee shall pay \_\_\_\_\_ percent (\_\_\_\_\_% ) of all clubhouse refuse and telephone utility costs, billed by Lessor on a monthly basis. Such payments shall be due within fifteen (15) days of billing.

C. Lessee shall pay \_\_\_\_\_ percent (\_\_\_\_\_% ) of all clubhouse pest control service costs, billed by Lessor on a monthly basis. Such payments shall be due within fifteen (15) days of billing. Pest control service costs excludes fly trap machines and parts.

D. Lessee shall pay \_\_\_\_\_ percent (\_\_\_\_\_% ) of all clubhouse septic and grease trap service costs, billed by Lessor on a monthly basis. Such payments shall be due within fifteen (15) days of billing.

#### 7. APPROPRIATIONS

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

#### 8. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the Lessor and the Lessee and shall terminate on December 31, 2019, unless sooner pursuant to Article 11 below.

#### 9. OPTION TO RENEW

Lessee is granted, upon a satisfactory performance on October 31, 2019, an option to renew this Agreement for an additional two years. Contractor and the City shall renegotiate the terms and conditions prior to 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 in writing at least upon 60 days prior to the intended date of termination.

B. The Lessee shall render a final report of food and beverage sales up to the date of termination and shall submit this report to the Lessor.

C. The Lessee shall pay the Lessor for the any food and beverage sales rendered through the effective date of such termination, and utilities and for which compensation has not already been paid.

11. CARE OF BUILDING AND EQUIPMENT

A. The Lessee shall be responsible and pay for any and all routine maintenance of the Facility including the kitchen, snack grille and bar area, such as clogged sinks, grease trap, septic system, oven hood, fire suppression system etc., and shall keep all Lessor property in good condition with ordinary wear and tear excepted.

B. In the event of any breakdown of permanent fixtures (HVAC units, Security and/or Fire Alarm Systems, walk-in freezer, refrigeration units, roof and/or ceiling repair) to the building or malfunction of any Lessor property necessitating repair or replacement, the Lessee shall immediately notify in writing to the Lessor of such conditions. The Lessor shall replace or repair such property within a reasonable time upon receipt of written notification. The Lessee waives its rights to make any repairs at the expense of the Lessor except upon the written approval of the Lessor Manager or his/her designee.

C. Upon written request of the Lessee, the Lessor may furnish without charge to the Lessee, a limited storage and commissary space for stock and equipment where available. The decision whether space is available is within the sole discretion of the Administrative Manager. Locations of storage space requested by the Lessee shall be

designated by the Administrative Manager. The Lessee shall acquire no rights to such locations once assigned, and the Lessor reserves the right to require the Lessee to move such storage.

D. The equipment below is provided by the Lessor, should a malfunction occur, it is the responsibility of the Lessee to maintain or replace equipment at your own expense. The equipment is as follows: Ice machine, microwave, sandwich bar, dishwasher (servicing of unit), storage shelving, tables, chairs, televisions, PA system, deep-fry cooker, and meat slicers.

E. Any equipment donated to the Lessee shall become City property.

#### 12. CONTENTS INSURANCE

A. The Lessee, at its sole expense, shall insure any contents or equipment kept by it on the premises and used by it which it desires to have insured; it is understood that the Lessor shall not be required to furnish such insurance.

B. The Lessor shall not be responsible for any goods, merchandise or equipment stored by the Lessee at the kitchen, snack grille, bar area or outdoor patio.

C. The Lessor shall not be responsible for damage resulting from any power failure, flood, fire, explosion or other causes beyond the Lessor's control.

#### 13. ALTERATIONS AND IMPROVEMENTS

Lessee shall make no alteration, addition or improvement to the premises for the uses described hereinabove without the prior, written consent of Lessor, which consent shall not be unreasonably withheld. Any alteration, addition or improvement made by Lessee after such consent shall have been given, and any fixtures installed as part thereof, shall become the property of the Lessor upon the termination of this Lease, unless Lessee elects to remove them and restore the premises to the condition existing prior to the

installation of such fixtures, ordinary wear and use excepted; provided, however, that the Lessor shall have the right to require Lessee to remove such fixtures at Lessee's expense, upon the termination of this Lease.

14. STATUS OF LESSEE; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

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

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

15. CONFIDENTIALITY

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

16. CONFLICT OF INTEREST

The Lessee 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 Lease. Lessee further agrees that in the performance of this Lease no persons having any such interests shall be employed.

17. ASSIGNMENT; SUBCONTRACTING

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

18. RELEASE

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

19. INSURANCE

A. The Lessee shall, at its own cost and expense, be required to carry and maintain in full force and effect comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the Lessor, with limits of coverage in the maximum amount which the Lessor 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 Lessor is named as an additional insured and the Lessor is notified no less than 30 days in advance of cancellation for any reason. The Lessee will be required to furnish the Lessor with a copy of the Certificate of Insurance or other evidence of compliance with the provisions of this section prior to performing services under this Lease.

B. The Lessee shall obtain and maintain Workers' Compensation

insurance required by law, to provide coverage for Lessee's employees throughout the term of this Lease. The Lessee shall provide the Lessor with evidence of its compliance with such requirement.

C. The Lessee shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage the amount required under the New Mexico Tort Claims Act.

D. The Lessee shall obtain a Liquor Liability insurance policy with liability limits in amounts not less than one million (\$1,000,000) combined single limit of liability for bodily injury, including death, and property damage in anyone occurrence. The Lessee shall provide the Lessor with evidence of its compliance with this requirement as a condition prior to performing services.

20. INDEMNIFICATION

The Lessee shall indemnify, hold harmless and defend the Lessor 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 Lessee's performance under this Agreement as well as the performance of Lessee's employees, agents, representatives and subcontractors.

21. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Lease 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 Lessor 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 Lease modifies or waives any provision of the New Mexico Tort Claims Act.

22. 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 Lessor and the Lessee. No person shall claim any right, title or interest under this Lease or seek to enforce this Lease as a third party beneficiary of this Lease.

23. RECORDS AND AUDIT

The Lessee 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 Lessor and internal Auditor. The Lessor shall have the right to audit the billing both before and after payment. Payment under this Lease shall not foreclose the right of the Lessor to recover excessive or illegal payments.

24. APPLICABLE LAW; CHOICE OF LAW; VENUE

Lessee shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Lessor . In any action, suit or legal dispute arising from this Lease, the Lessee agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Lease 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.

25. AMENDMENT

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

26. SCOPE OF AGREEMENT

This Agreement incorporates all the Leases, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such Leases, covenants and understandings have been merged into this Lease. 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 Agreement throughout embodied in this Lease.

27. NON-DISCRIMINATION

During the term of this Agreement, Lessee shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Lessee 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.

28. SEVERABILITY

In case anyone or more of the provisions contained in this Lease 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.

29. NOTICE

Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five (5) days after the same are deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable party at the address

indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

Any captions to or headings of the paragraphs of this Lease are solely for the convenience of the parties, are not a part of this Lease and shall not be used for the interpretation or determination of validity of this Lease or any provisions hereof.

To Lessor:

To Lessee:

City of Santa Fe,  
Jennifer Romero, MRC Manager  
PO Box 909,  
Santa Fe, NM 87504-0909

30. NO WAIVER

No waiver of a breach of any of the covenants contained in this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

31. ENTIRE AGREEMENT

The foregoing constitutes the entire Agreement between Lessor and Lessee, represents their entire understanding and defines all of their respective rights, title and interest as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the parties are merged herein.

32. BINDING EFFECT

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and is specifically enforceable.



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

CITY OF SANTA FE (LESSOR):

LESSEE:

\_\_\_\_\_  
JAVIER M. 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, 2018 ALL WORKERS WITHIN THE  
CITY OF SANTA FE  
SHALL BE PAID A LIVING WAGE OF

**\$11.40**  
**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.