

**CITY OF SANTA FE
"REQUEST FOR PROPOSALS"**

**BUSINESS ENTREPRENEUR ACCELERATION AND NETWORKING
PROGRAM
RFP #'19/48/P**



PROPOSAL DUE:

**June 14, 2019
2:00 P.M.
PURCHASING OFFICE
CITY OF SANTA FE
200 LINCOLN AVE RM 122
SANTA FE, NEW MEXICO 87501**

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Attachments:

1. Non-Disclosure and Conflict of Interest Statement
2. Campaign Contribution Form
3. Sample Contract
4. Minimum Wage Ordinance

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '19/48/P

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 200 Lincoln Avenue, Room 122, Santa Fe, New Mexico 87501 **until 2:00 P.M. local prevailing time, June 14, 2019.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

Business Entrepreneur Acceleration and Networking Program

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: Jessica Chavez, City of Santa Fe, Purchasing Office, 200 Lincoln Ave Rm 122 Santa Fe, New Mexico, 87501, (505) 955-5710.

Shirley Rodriguez, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 05/22/19
To be published on: 05/27/19

Received by the Albuquerque Journal Newspaper on: 05/22/19
To be published on: 05/27/18

PROPOSAL SCHEDULE

RFP # '19/48/P

Proposal Elements	Proposal Schedule
1. Advertisement	May 27, 2019
2. Issuance of RFP'S:	May 27, 2019
3. Receipt of proposals:	June 14, 2019 at 2:00 p.m. MST Purchasing Office, 200 Lincoln Ave, Rm 122 Santa Fe, New Mexico 87501 (505) 955-5711
4. Proposal Compliance reviews by Economic Development Staff	June 18, 2019
5. Evaluation of proposals	June 24, 2019
6. Interviews (if necessary)	June 21, 2019
7. Recommendation of award to Economic Development Advisory Community ("EDAC")	June 25, 2019
8. Recommendation of award to Finance Committee	July 1, 2019
9. Recommendation of award to City Council	July 10, 2019

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

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit one electronic file and two copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, June 14, 2019.

The packets shall be submitted and addressed to the Purchasing Office, at 200 Lincoln Ave. RM 122 Santa Fe, New Mexico 87501. 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: '19/48/P

Title of the proposal: Business Entrepreneur Acceleration and Networking Program

Name and address of the proponent: Office of Economic Development, P.O. Box 909, Santa Fe, NM 87504

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, 200 Lincoln Avenue, Room 122, Santa Fe, New Mexico 87501 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. CITY LOCAL PREFERENCE

A state of New Mexico Taxation and Revenue Department Resident Business certification of eligibility must be attached. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied.

The City shall apply the following definitions and preferences:

- 1) "Resident business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22, and which shows that the resident business resides within the Santa Fe municipal limits.
- 2) When the city makes a purchase using a formal bid process, the public body shall deem a bid submitted by a resident business to be 3% percent lower than the bid actually submitted. In addition, if the bid includes subcontractors who are also resident businesses, the public body shall deem a bid submitted by a resident business with resident business subcontractors to be 6% lower than the bid actually submitted.

If a non-resident business hires all resident business subcontractors, the public body shall deem the bid to be 3% percent lower than the bid actually submitted.

- 3) When the city makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the city shall award an additional:

(a) three percent or the total weight of all the factors used in evaluating the proposals to a resident business; and

(b) three percent or the total weight of all the factors used in evaluating the used in evaluating the proposals to a business with all resident business subcontractors.

- 4) When the city makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the city shall award additional points equivalent to:

(1) three percent of the total possible points to a resident business: and

(2) three percent of the total possible points to a business with all resident business subcontractors.

- 5) The maximum available local preference shall be 6%.

- 6) Competitive sealed proposals valued in excess of one million dollars (\$1,000,000.00)

(1) If the bid or proposal includes to subcontractors who are also resident business, the public body shall deem a bid or proposal submitted by a resident business to be six percent (6%) lower than the bid actually submitted, if and only if at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses.

(2) If a non-resident business hires resident business subcontractors, the public body shall deem the bid or proposal to be three percent (3%) lower than the bid actually submitted, if and only if at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses."

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) Third party expenses submitted in vendor invoices must include copy of proof of payment receipt, along with description of the services, quantities, unit prices and/or extended totals.
- (C) 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

'19/48/P

Overview and City of Santa Fe Vision

"New Mexico is the Land of Enchantment, and Santa Fe is its Capital."

We are a community founded in faith, illuminated by love and rooted in respect. An intersection of contrasts that inspire creativity, strength and beauty. A place of generosity, compassion and belonging. Santa Fe even transcends place. We not only live in Santa Fe. We feel Santa Fe. Santa Fe is where we live history. It is also where we make history. Santa Fe is our home.

We envision a government that serves and enriches Santa Fe. We honor and protect our special heritage, culture and environment, while adapting, changing, and evolving in order to help build a brighter future. A future where everyone has more choices and chances to have a happy, healthy life. We want to be a government that residents trust because we are transparent, equitable, collaborative, and compassionate. A government that consistently delivers results that matter.

We will build a work culture where all employees are valued for their talents and hard work. Our expectations are high, and we work together to achieve them. We will be a modern government that is technologically savvy, financially sound, and highly adaptable, proactive and accountable. We will deliver superior service for each other and our community. We commit to treat everyone with respect, dignity, and kindness. We are optimistic about the future, even though we know there will be we will need to rise above.

Vision of the Office of Economic Development

The Office of Economic Development's goal is to fulfill the city government's vision by cultivating and catalyzing a more robust, resilient and dynamic economy that aligns to the community's values, advances our culture and strengthens all neighborhoods and individuals. We see ourselves in the economic and community development business.

We seek to use our talent, tools and resources to create conditions for the economy to evolve and expand so that all residents increase wealth and well-being as our community becomes increasingly equitable, our environment is enhanced, and the best of our heritage and culture flourishes into the future.

Mission for Entrepreneurial Business Acceleration and building Business Social Capital

The City of Santa Fe (City), through its Office of Economic Development ("SFOED"), has a long history of supporting and growing business enterprises and improving the City's economy. The City's vision and strategic accomplishments have helped foster early-stage startups, small business, workforce development, educational programming and community development.

Since 2011, SFOED has provided funding to business accelerators to stimulate the creation and continued growth of startup businesses and jobs by capitalizing on the City's diverse base of industries. This RFP continues to encourage this activity.

Additionally, we have identified a key strategic priority of building more business social capital whereby entrepreneurs, employees, business leaders and other business professionals exchange insights, connections, support and other methods to advance their businesses and careers. This is best achieved through managed business networking.

The City is inviting proposals from qualified respondents with entrepreneurship networks and proven business development success and experience to provide services to the City in the operation of an accelerator and business networking program. While both may broadly serve the current and future needs people working to improve their business and the economy at large, we are also interested in respondents who can strengthen existing business sectors like film, hospitality, healthcare, construction and local service businesses, as well as expand and strengthen growing ecosystems like technology, creative economy and consumer packaged goods.

RESPONDENT PROFILE

Our goal is to award a vendor contract to the respondent who has created and can provide a fully-realized business accelerator and business social capital networking program. While respondents may specialize in one, the other or both, the final awardee will be chosen based on a combined solution outlined above. This means, if you are a single entity provider of either service, you are welcomed to explore partnerships with other providers who would complement your full solution.

Respondents' proposed solutions may include existing programs, launch of new projects, or a combination thereof.

The lead respondent may be a non-profit organization, industry group, academic or research institution, co-working space, private company, venture capitalist, real-estate developer, accelerator manager, or individual.

While the lead respondent may be a single organization, the City welcomes joint ventures and partnerships, as there are multiple elements to the proposal that require specific areas of expertise.

The objectives of the services include, but are not limited to:

- Operate, which can include identify, design and launch, a well-managed business accelerator and a business networking program including events.
- Develop programming, including, but not limited to, business mentorship, finance sourcing, and future workforce development;
- Encourage local, regional and international collaborations to enhance community, establish market opportunities, and support and attract talent and resources;
- Develop branding and marketing materials to promote the services of the accelerator and business networking programming;
- Qualitative goals: Enhance the value of start-ups and small businesses by increasing their probability of success; help to strengthen and diversify the City's economy by supporting entrepreneurship and innovation that reinforce traditional sectors and advance burgeoning sectors; help create high-quality jobs throughout the City; included entrepreneurs that are starting local and economic-base businesses; and actively seek inclusive entrepreneurship.
- Quantitative goals for accelerator: Number of businesses launched or grown, number of jobs created by, percent of entrepreneur candidates approved for cohort that are

aligned with SFOED industry sectors, and dollar value of contribution to New Mexico GRT.

- Quantitative goals for business networking program: Number of attendees at events, number of first time attendees at events, number of people signed up for online networking or communications, and percent of participants that consider program to be good value.
- Provide both quarterly and annual reports to the City;
- Preferably, develop a self-sustaining accelerator operation by the time City funding support has been exhausted.

REQUEST FOR PROPOSALS (RFP) ANTICIPATED TIMELINE

The table below presents the major RFP solicitation milestones and related time periods:

Time Period	Major Milestones
June 14, 2019	Submission Due Date for Proposals
June 18, 2019	Review Panel Selection of Accelerator and Business Networking Programs Provider
September 9, 2019	Soft Launch of Accelerator and Business Networking Programs
October 7, 2019	Official Launch of Fully Operational Accelerator and Business Networking Program Plans

SUBMITTAL REQUIREMENTS

Respondents must submit a proposal that includes all of the information outlined below.

PROGRAMMING CONCEPT AND TIMELINE

- Concept: Respondents must describe their operating and programming concept, including their vision or approach to each of the Objectives, a description of the accelerator and business networking services offered including which entities will provide these services, and a demonstration of an understanding of the demand for the proposed Accelerator space and services.
- Timeline: Respondents must include a timeline that outlines their proposal and expected milestones, including an anticipated launch date of first business accelerator class/cohort and proposed business social networking calendar.

FUNDING PLAN

- SFOED will offer a \$50,000 maximum funding budget (annually) to operate, create, launch and sustain both the business accelerator and business social networking programs.
- If needed, respondents must detail how they plan to raise additional funds for the business accelerator and business networking program from sources other than the City and where the funds would originate.

MANAGEMENT AND OPERATIONS STRATEGY

Respondents must include a management and operations plan, including, but not limited to, staffing information (e.g. role descriptions, organizational structure, governance structure) and operational information (e.g. services offered, hours of operation).

FINANCIAL STRATEGY AND CAPACITY

The selected Provider is expected to develop a self-sustaining operation. Respondents must demonstrate their ability to successfully launch and operate the Accelerator.

If applicable, Respondents may include letters of interest from potential financial partners.

EQUAL OPPORTUNITY CONTRACTING

The City is strongly committed to equal opportunity in the solicitation of business contracting to assure that persons or businesses doing business with or receiving funds from the City are equal opportunity businesses and employers. The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates. The City strongly recommends that persons and businesses doing business with the City take positive steps toward diversity, expanding their sub-contracting solicitation base and offering opportunities to all eligible persons, businesses and organizations.

Individuals, contractors, vendors, consultants, grantees, lessees, and banks contracting with the City must comply with the City's Equal Opportunity Contracting Program. The Respondent selected, and each of its subcontractors, shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; Santa Fe Municipal Code sections 22.2701 through 22.2707, and any other applicable federal or state laws or regulations currently existing or enacted after the date of this RFP.

STATEMENT OF QUALIFICATIONS AND RELEVANT EXPERIENCE

Each Respondent submitting a proposal must demonstrate sufficient financial resources/capacity and relevant experience to manage and operate the Accelerator.

Each proposal must include:

- Name, address, telephone number and qualifications of the Respondent team;
- Background information and experience on key members of the Respondent team and their role, including the principal members of the team involved in the development and operation of the accelerator and business networking program;
- Listing of names and affiliations of the members of its Board of Directors or other governing body of each Respondent team member;
- Most recent Operating Documents (Bylaws, Annual Report, Impact Reports, etc.);
- Financial statements for the past three years. If the most recent annual statements are more than six months old, submit an interim statement;
- If Applicable, documentation of Respondent's potential joint partner's relevant experience and an explanation of the additional value the joint partner (s) add to the team, as detailed immediately above;
- Demonstrated commitment to comply with the City's Equal Opportunity Contracting Program;
- Optional: Listing of references and contact information for other completed or ongoing Accelerator projects, including, but not limited to, successful start-up companies, sponsoring agencies and capital contributors.

Respondent may attach letters of support from investors, funders and community partners.

SELECTION CRITERIA

In addition to achieving the program goals and objectives, the City will evaluate each proposal according to the criteria described below, taking into account the information provided in the proposal, references and any other information about the Respondent team and its performance

available to the City. Proposals that are not complete or do not conform to the requirements of this RFP may not be considered.

SCORING

Proposals will be evaluated across the following areas and assigned points up to the following maximum point amounts for each evaluation category:

EVALUATION CRITERIA & WEIGHTED VALUES	
A. Project Plan, as aligned with Scope of Work	30%
B. Qualifications of Organization and Key Team Members	40%
C. Adherence to Prescribed Goals and Key Indicators	15%
D. Budget	15%
Total	100%

RFP SUBMITTAL REQUIREMENTS

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Please provide concise information and note the maximum page numbers for each of the following information:

A. Project Plan: 30% of score (5 pages maximum)

1. What is your goal/objective for improving/empowering Santa Fe's entrepreneurs? What problems/gap will your project/program solve?
2. Describe your program or project. Please include a narrative of the process including a timeline and key milestones.
3. What areas/populations you intend to target:
 - Specific business stages: Motivation, Ideation, Implementation, Validation, and Growth
 - Business retention and expansion
 - Specific age range of entrepreneurs (i.e. millennials, retirees, etc.)
 - Specific industries (i.e. media, technology, healthcare, etc.)
 - Specific type of business (i.e. high growth, startups, lifestyle businesses, immigrant entrepreneurs, 1099/solopreneurs, etc.)
 - Other – Please specify
4. How will you improve and leverage existing programs and community partners? How will you avoid duplication of existing programs and resources?
5. How will your program evolve with the real time feedback and challenges facing entrepreneurs? (i.e. scaling, transitions, talent attraction, etc.)
6. What is your communications and outreach plan? Who is your target audience(s) and how do you plan to connect to them? How will you achieve this?

B. Organization and Team Member Qualifications: 40% of score (3 pages maximum)

1. Please include relevant experience and background for all key team members.
2. Do you or your team members have professional or academic background in economic development data collection and analysis or other quantitative focuses that would help in data development and analysis?
3. Provide an ecosystem map and description of your partners and collaborators. (PowerPoint, mind map, etc.)
4. Experience in operating a business accelerator and business networking programs in the City of Santa Fe, State of New Mexico or elsewhere.

C. Measurement and Key Indicators: 15% of score (3 pages maximum)

1. What are your measures and when will they be reported?
2. How will we know if your project/program is succeeding?

3. How does your data collection inform program improvement, creation, integration, and collaboration? How are you identifying needs and trends?

D. Budget: 15% of score (2 pages maximum)

1. Provide a detailed budget including a description of what funding is being requested, for a maximum of four (4) years, from the City of Santa Fe and how funds will be used.
2. What other sources of funding, including private sector, matching funds and any other sources of leverage will be used to support your program/project?
3. Will you phase out use of city funds? How many years do you anticipate requesting city funds?

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.

EVALUATION CRITERIA & WEIGHTED VALUES

A. Project Plan, as aligned with Scope of Work	30%
B. Qualifications of Organization and Key Team Members	40%
C. Adherence to Prescribed Goals and Key Indicators	15%
D. Budget	15%
Total	100%

If interviews are conducted for the top three rated Respondents, 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 # '19/48/P

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:

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

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
REQUEST FOR PROPOSALS ONLY

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

The City is inviting proposals from qualified respondents with entrepreneurship networks and proven business development success and experience to provide services to the City in the operation of an accelerator and business networking program. While both may broadly serve the current and future needs people working to improve their business and the economy at large, we are also interested in respondents who can strengthen existing business sectors like film, hospitality, healthcare, construction and local service businesses, as well as expand and strengthen growing ecosystems like technology, creative economy and consumer packaged goods.

B. **Performance Measures.**

Contractor shall substantially perform the following Performance Measures:

- (1) Qualitative goals:
 - (a) Enhance the value of start-ups and small businesses by increasing their probability of success;
 - (b) Help to strengthen and diversify the City’s economy by supporting entrepreneurship and innovation that reinforce traditional sectors and advance burgeoning sectors;
 - (c) Help create high-quality jobs throughout the City; included entrepreneurs that are starting local and economic-base businesses; and
 - (d) Actively seek inclusive entrepreneurship.
- (2) Quantitative goals for accelerator:
 - (a) Number of businesses launched or grown,
 - (b) Number of jobs created by, percent of entrepreneur candidates approved for cohort that are aligned with SFOED industry sectors, and dollar value of contribution to New Mexico GRT.
- (3) Quantitative goals for business networking program:
 - (a) Number of attendees at events,
 - (b) Number of first time attendees at events,
 - (c) Number of people signed up for online networking or communications, and
 - (d) Percent of participants that consider program to be good value.

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in its Strategic Plan on page(s)_____.

(or reference an Attachment 1, see below)

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding/including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

(OR CHOICE – MULTI-YEAR – A. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$_____) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT

BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **DATE** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this

Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. 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.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. 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.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [insert name, address and email].

To the Contractor: [insert name, address and email].

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

CITY MAYOR/MANAGER

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____

Registration # _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM REQUEST FOR PROPOSALS ONLY:

 5/8/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item

Attachment 1

Scope of Work

Performance Measures

(Performance Measures should be based on the Scope of Work and must be tied to the Agency's Strategic Plan. The Plan should be referenced in the Measures and the applicable part of the Strategic Plan copied below or in an attachment. To the extent possible based on the nature of the work to be performed, the Measures should be "Output" oriented and specify an "Outcome.")

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

Example: Goal: Reduce or Increase or Other Service [insert blank].

Objective: To reduce or increase or Other Service [insert blank] by [blank] percent or by a certain time.

Activities: [Insert what services the Contractor is expected to perform to accomplish goals and objectives including an evaluation of the process and the outcome as well as provides efficiency measures that relate efforts to outputs of services].

OR: Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the City to meet the portions of its Strategic Plan set forth below *(insert additional language if necessary to describe how Contractor's work will assist the Agency to fulfill its duties)*.






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.

More Information, including the Living Wage Ordinance, is available at

<http://www.santafenm.gov>

(Click on Hot Topics/Living Wage)