

MIDTOWN SANTA FE

Solicitation: Request for Expressions of Interest (RFEI)

**Real Estate Developers
and/or
Business Entities**

Solicitation Number: 20/05/P



Issued By:	City of Santa Fe Purchasing Office and Office of Economic Development 200 Lincoln Ave., Room 122 Santa Fe, NM 87501
Date Issued:	July 31, 2019
Submission Deadline:	October 31, 2019

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SOLICITATION INFORMATION

Solicitation Number: '20/05/P ("Solicitation Number")

This is a Solicitation issued by the City of Santa Fe ("City").

This Solicitation is for the purpose of procuring: real estate developers and/or business enterprises.

Solicitation Name: Request for Expressions of Interest ("RFEI"): Real Estate Developers and/or Business Entities ("Solicitation")

Responses to this Solicitation ("Submission Packages") shall be delivered to the following address:

City of Santa Fe, Purchasing Office, 200 Lincoln Avenue Room 122, Santa Fe, NM 87501

Submission Packages shall be delivered in accordance with the following Submission Deadline.

Any Submission Packages received after the Submission Deadline will not be considered.

Submission Deadline: October 31, 2019, 2:00 p.m. Mountain Standard Time
("Submission Deadline")

This Solicitation and Related Documents to this Solicitation may be accessed at the City's Purchasing Office Bids/RFPs **Solicitation Website:**
https://www.santafenm.gov/bids_rfps .

Requests for Clarifications to this Solicitation must be issued within the time period provided (see **Solicitation Schedule**). The City will make best faith efforts to post responses to Requests for Clarifications no later than five (5) business days prior to the Submission Deadline. The City reserves the right to not comply with this timeframe. Requests for Clarifications must be in writing, and addressed and sent via e-mail, as follows (no oral clarifications or interpretations of the meaning of any section of this Solicitation, including addenda or amendments, will be binding):

Solicitation Number: (see **Solicitation Number**)
City of Santa Fe: Office of Economic Development
Email: jjchavez@santafenm.gov
cc: sarodriguez@santafenm.gov

Respondents are solely responsible for accessing all Related Documents, including amendments, addenda, clarifications, or other notifications related to this Solicitation

available on the City's Purchase Office **Solicitation Website** provided above.
Respondents are advised to refer regularly to this website.

REQUEST FOR EXPRESSIONS OF INTEREST

Proposal number '20/05/P

Proposals will be received by the City of Santa Fe (City) and shall be delivered to the City of Santa Fe Purchasing Office, 200 Lincoln Ave., Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, October 31, 2019.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring services for the following:

Real Estate Developers and/or Business Entities

Respondents to this Solicitation ("Respondent" or "Respondents") acknowledge all applicable Federal Laws, State Laws, Municipal Ordinances, and rules and regulations of authorities, having jurisdiction over this Solicitation, procurement, and contract terms.

Respondents to this Solicitation acknowledge and understand that all costs associated with the preparation of the Submission Package are to be borne by the Respondent and the submission of such Submission Packages in no way obligates the City to any Respondent.

Respondents are advised that the contents of this Solicitation, as may be amended, and the successful Respondent's Submission Package, as submitted or negotiated, will be incorporated into the contract between the successful Respondent and the City.

The City of Santa Fe is an Equal Opportunity Employer and all qualified respondents to this Solicitation will receive consideration without regard to race, color, religion, sex, sexual orientation or national origin. Successful Respondents to this Solicitation agree that they are required to conform to the Equal Opportunity Employment regulations.

This Solicitation may be canceled, or any and all responses to this Solicitation may be rejected in whole or in part, whenever the City determines it is in the best interest of the City. Submission Packages may be held for sixty (60) days at the City's discretion. All Submission Packages and associated work products submitted by the Respondent in response to this Solicitation become the property of the City. No Submission Packages will be returned to Respondents.

Shirley Rodriguez Digitally signed by Shirley Rodriguez
Date: 2019.07.31 16:06:47 -06'00'

Shirley Rodriguez, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: July 26, 2019

To be published on: July 31, 2019

Received by the Albuquerque Journal Newspaper on: July 26, 2019

To be published on: July 31, 2019

SOLICITATION SCHEDULE

Solicitation # 20/05/P

TASK	DATE
1. Advertisement	July 31, 2019
2. Issuance of Solicitation (RFEI)	July 31, 2019
3. Pre-Submission Conference / Site Tours (two tours currently scheduled) Midtown Santa Fe Site 1600 St Michaels Dr, Santa Fe, NM 87505 Meet at: The Forum (located directly southwest of the Fogelson Library)	September 6, 9:00am – 1pm Midtown Santa Fe Site September 9, 9:00 – 1pm Midtown Santa Fe Site
4. Respondent Request for Clarification to City	
5. Proposal Submission Deadline	October 31, 2019, 2:00p.m. MST
6. Proposal Submission Location	City of Santa Fe Purchasing Office 200 Lincoln Avenue Room 122 Santa Fe, NM 87501 (505) 955-5711
7. Proposal Review and Evaluation	November 1-January 15, 2020
8. City Request for Clarification to Respondent (at City discretion)	November 1- January 15, 2020
9. Notify Respondent Finalists	January 15, 2020
10. Finalists Interviews (at City discretion)	February 1- April 1, 2020
11. Contract Negotiations with Finalist(s)	April 1, 2020- TBD
12. Contract Approval and Recommendation of Award (City Economic Development Advisory Committee)	TBD
13. Contract Approval and Recommendation of Award (Finance Committee)	TBD
14. Contract Approval and Recommendation of Award (Governing Body: City Council and Mayor)	TBD

The dates provided in the Solicitation Schedule and are subject to change. Interested Respondents are encouraged to refer regularly to the City's Purchasing Office Solicitation Website for this Solicitation and Related Documents, including amendments to the Solicitation Schedule: https://www.santafenm.gov/bids_rfps. Furthermore, dates for approvals by the City Council Committees and Governing Body are subject to change pursuant to the Open Meetings Act.

A MESSAGE FROM OUR MAYOR

Welcome to the Request for Expressions of Interest (RFEI – the last of a three-part series of engagement solicitations issued by the City of Santa Fe. The Midtown Santa Fe site has a long history and holds many memories for many people—locally, nationally, and globally. Most recently the site maintained its identity as a location for higher education. Now, as we scan the past and survey the future, Santa Fe has arrived at a pivotal moment. We have the once-in-a-lifetime opportunity to collect great ideas that will create a new urban center of activity and also represent the soul of Santa Fe. We can create a place that is truly Santa Fe: our history, our people, our beauty, and our spirit.

Creating a place that attracts a “diversity of people where they interact and collaborate to find their passions; build their skills for a great career; live in a thriving, vibrant, neighborhood; and, create a great future for our community, region, and beyond”—the charge created in the adopted Midtown Planning Guidelines—requires focus, discipline, and a true engagement process. It requires a process that must include perspectives from all parts of the Santa Fe community, idea and policy generators, experienced professional analysts, and investors, developers, educators, and businesses, all of whom can contribute to bring our City’s shared vision and objectives to fruition.

Upon assuming asset and property management responsibilities in 2018, and after several months of inter-departmental organizing and mobilizing City departments, my administration hit the ground running in 2019 with a strong team and a smart approach for redeveloping this iconic site. During the second quarter of 2019, the City will have issued three important and inter-dependent solicitations to engage the constituencies we need to achieve our objectives:

- *Economic Analysis & Land Use Planning* – experienced technical professionals to analyze the connections between land use and land value to advise and represent the City’s interests, with a commitment to social impact investment and community values.
- *Civic Engagement & Activation* – qualified community development professionals to create fun, inclusive, accessible, engagement activities, with a commitment to collaborative models of developing informed and implementable policies and programs that promote the intended—and mitigate the unintended—consequences of urban development.
- *Developers, Educators, and Businesses* – experienced, qualified, mission-driven developers, educators, and businesses who have the capacity to develop and implement our shared vision and public policy objectives.

This three-part engagement process is progressive and assertive, and represents the cutting-edge method of developing people-oriented, environmentally sustainable, and socially responsible urban places in the 21st century. While it is a collaborative engagement model, it is also a results-oriented approach. Thus, we welcome the creative, the innovative, the ready to work, and the practical to respond to this RFEI.

Santa Fe occupies a unique place in our region, country, and world. Here in Santa Fe, we share a rich, storied, and complex past; a growing and unparalleled present; and a future with unlimited potential for livability, opportunity, inclusivity, and equity. We look forward to a Midtown Santa Fe that helps to strengthen our social, physical, and economic health and creates a future that works for every resident of Santa Fe.

Alan M. Webber
Mayor, City of Santa Fe

1. PROJECT OVERVIEW

1.A PROJECT INTRODUCTION

The City of Santa Fe (“City”, “Client”) is issuing this Request for Expressions of Interest (“RFEI”) to Real Estate Developers and/or Business Entities (“Respondent”, “Respondents”) that contribute toward achieving the vision and goals for the redevelopment of the Midtown Santa Fe site (“Project”).

As part of the City’s process of engaging communities, as well as professionals in economic analysis and urban planning, the City is seeking expressions of interest from experienced developers and business entities for the disposition and development of the Midtown Property, a 64.22-acre site (“Midtown Property”, “Site”) with approximately 32 existing buildings that have strong reuse potential, and significant open space that presents viable opportunities for new residential and mixed-use development, as well as civic events and recreation.

The City reserves the right to interview and enter into direct negotiations with one or more Respondents to this RFEI, or to subsequently issue one or more Request for Proposals for certain parcels, to ensure that proposals are the most advantageous to, and achieve the best value for, the City, as determined by the City.

1.B RESPONDENT CATEGORIES

This Solicitation is for (1) Developer and/or (2) Business Entities, as follows:

1. **DEVELOPERS** Developers shall refer to *Section 3: Scope of Work* of this Solicitation. Some or all of the Scope of Work requirements may or may not be applicable depending on the specifics of the Respondent’s proposed project.

Qualified Developer Respondents (“Developers”) may be for-profit, non-profit, or joint venture entities, including land trusts or other ownership entities, that demonstrate extensive experience and capacity to implement the Project consistent with the Midtown Planning Guidelines. The City encourages Respondents with exemplary experience in public/private development and a mission-oriented approach that brings enhanced and tangible community and economic development benefits to urban development consistent with the Midtown Planning Guidelines. Respondents are

expected to assemble an experienced, complete, and competitive development team (“Development Team”). The Developers must have the experience in developing, owning, and/or operating the Respondent’s proposed Development Types, described below, and access to financial resources to execute the Respondent’s proposed vision and development program.

Developer Types. This Solicitation is seeking Developers with a successful track record and capacity within the following categories:

- A **Master Developer**, which could be multiple developers with a lead firm, responsible for obtaining site control from the City (master lease or purchase), planning and developing the entire Site, financing predevelopment and development activities, and maintaining long-term ownership and management of the Project site or portions of the Site.
- A **Project Developer** responsible for obtaining site control from the City (master lease or purchase) and developing certain parcels, tracts, and/or buildings at the Site.

Development Types. This Solicitation is seeking Developers with experience in one or more of the following types of development:

- Higher Education
 - Integrated academic centers and programs
 - Certificate and degree programs, as well as vocational and skills training programs
 - Innovative mixed-uses, e.g. higher education and residential
- Civic Use
 - Innovative mixed-uses, e.g. housing and civic uses
 - Community centers
 - * Libraries
 - * Recreation Center
 - Public safety facilities
 - * Note: The City is contemplating the re-use of the Fogelson Library for a central public library; and the re-use of the Driscoll Fitness Center as a recreation center. Respondents may include these in the proposals for these uses, or may submit alternative proposals for these properties.
- Residential and Mixed-Use
 - Mixed-Use/ Residential Buildings and Neighborhoods
 - Mixed-Income Housing (market rate and affordable housing)
 - Mixed-Use/Residential Buildings and Civic Uses

- Creative Arts & Design
 - Multi-media – audio-visual, video, digital, film, animation, writing
 - Various arts and culture – visual, applied, performing
 - Theaters, performance, and exhibition spaces
- Entrepreneurship and New Business
 - Existing and new business that creates a town center and sparks investment and incubates or stimulates innovation and creativity
 - Commerce that represent the culture and history of Santa Fe
 - Maker space for artists and other creative producers
- Open Space / Recreation
 - Sports, fitness, recreational and other health facilities
 - Open space for programmed public assembly

Because of the complexity of the Site, the City may select more than one Developer to implement the total Project or specific Development Types on certain Project parcels, tracts, and buildings based on the Developer's Submission Package. As such, Respondents may submit a proposal for the entire Site or for certain parcels, tracts, or buildings within the total Project site.

2. **BUSINESS ENTITIES** Businesses shall refer to *Section 3: Scope of Work* of this Solicitation. Some or all of the Scope of Work requirements may or may not be applicable depending on the specifics of the Respondent's proposed project, as proposed in the Respondent's Submission Package.

Qualified Business Entity Respondents ("Business Entities") may be for-profit, non-profit, joint venture, private, or public entities, including academic institutions that demonstrate the experience and capacity to lease and tenant existing buildings or commercial spaces to be developed at the Site. In furtherance of the City's commitment to community and economic development, the City encourages responses from mission-oriented Respondents that bring enhanced and tangible neighborhood benefits. Business proposals should also contribute to creating a welcoming, inclusive, and dynamic live, work, play, 24/7 district. Business proposals shall be consistent with the Midtown Planning Guidelines. The Business Entity must be able to lease existing buildings or commercial spaces to be developed in new buildings at the Site.

Business Entity Types. This Solicitation is seeking Business Entities with a track record and capacity within the following categories:

- A **Building Owner or Master Lessee** with a vision for an entire building or buildings. Building Owners or Master Lessees shall have the experience and capacity to execute complex rehabilitation projects and to own and operate the

facility for the long-term. Master Lessees shall have similar experience operating a facility under a long-term, triple-net, master lease.

- A **Building Tenant** with the capacity to lease and operate a commercial space in an existing building owned by a Building Owner or Master Lessee; or, in a building to be developed by a Developer at the Site.

Business Types. This Solicitation is seeking Business Entities with experience in owning and operating business types that are consistent or align with, enhance, and/or support the Development Types listed above, and have appropriate access to financial resources to executive the Respondent's proposed vision. This Solicitation is also seeking other business types that brings diverse people of all ages to the site and creates a welcoming, vibrant, interactive urban center – District Activation Businesses.

- District Activation Business
 - Sports and Recreation
 - Public Programming
 - Food and Beverage
 - Public art, Performance spaces, Galleries
- Businesses
 - District-Serving Retail and Services
 - Incubators
 - Maker Space
 - Prototyping Labs
 - Collaborative/Shared Work Spaces
 - Other Business, philanthropic, government uses with active uses; i.e., not administrative office only
- Job Training and Placement
 - Job training, internship, and placement (teens to seniors)
- Neighborhood Life
 - Neighborhood-scale Retail and Services
 - Health Care
 - Day Care (children to seniors)
 - Teen Centers
 - Transit Hubs
- Education
 - 21st Century Mixed-Use Library
 - Academic Center for Integrated Learning and Collaboration
 - K-12 / College Preparation Programs and Schools

- Academic Uses – STEAM Programs, Design & Technology, Media Labs, Center for the Future

The City anticipates selecting one or more Business Entity from each category in furtherance of establishing a vibrant mixed-use district consistent with the Midtown Planning Guidelines.

1.C PROJECT VISION

Informed by a community engagement process in the summer of 2018, the City's Governing Body approved the Planning Guidelines for the City's Midtown Property ("Midtown Planning Guidelines"). The Midtown Planning Guidelines set forth the strategic priorities and guidance for the development of the Site. The vision as expressed in the Planning Guideline is:

"Over time, our community aspires for the Midtown LINC to be an essential hub of Santa Fe reflecting the city's heritage and culture where all residents are invited to live, work, play, and learn. We want the Midtown Property to become the most creative location in the U.S. where a wide diversity of people interact and collaborate to find their passions; build their skills for a great career; live in a thriving, vibrant neighborhood and city; and create a great future for our community, region and beyond."

The City envisions a vibrant, people-oriented, new mixed-use district with a variety of uses including residential, higher education, film and media, arts and culture, and programmed open spaces, with a vision for entrepreneurship, creativity, and innovation, and job development and training. Once used as an arts and design university campus, there are existing buildings that present opportunities to continue creative uses in the arts, film, and video; higher education; and sports and recreation. For example, the property includes the Greer Garson Studios, comprised of three fully functioning soundstages regularly leased for film and television productions; the Screen movie theater; the Greer Garson Theater, a 500 seat performing arts theater; Fogelson Library, an expansive library with opportunity for additions like integrated academic programs, STEAM, or design school uses; and the iconic Visual Arts center designed by Ricardo Legorreta.

The Site also includes parcels for the development of residential and dynamic mixed-use neighborhoods with programmed open space. The Site is a generational opportunity with exceptional real estate development, and community and economic development potential.

The Site presents an unprecedented public/private development opportunity to address the City's equitable and sustainable development objectives, primarily because of (1) the property's prime central midtown location; (2) its location within the Midtown LINC District – an Opportunity Zone; (3) the readiness of some of the existing buildings for adaptive reuse; and (4) a high level of private interest in developing and leasing parcels at the Site.

Resources

City of Santa Fe, Office of Economic Development: Midtown Campus Project website:
URL must be typed: www.santafenm.gov/midtown_campus_project

1.D DEVELOPMENT GOALS

The disposition and development of valuable City-owned sites is an opportunity to leverage public and private resources to achieve broad public policy goals regarding community development and neighborhood stabilization, and to create livable, healthy, and diverse neighborhoods and districts. The development vision seeks to promote the 3-Es of sustainable development:

- **Equity:** Development that is accessible and affordable to a mix of household incomes, promotes fair housing choices in the neighborhood and city, and fosters inclusive communities that are free from discrimination. Development that includes community development investments, such as public infrastructure, community programs, neighborhood retail, open space, and/or community facilities that meet local needs.
- **Economy:** Development that is economically sound and financially viable, ensuring high-quality operations and long-term affordability. Development that promotes job creation and retention, supports entrepreneurship, and sustains economic development.
- **Environment:** Development that achieves exemplary environmental performance standards, with a focus on reducing and managing energy and water consumption. Sustainable development that uses healthy, active, and inclusive (universal) design to increase comfort, safety, accessibility, and high-quality built and natural environments.

I.E COMMUNITY DEVELOPMENT OBJECTIVES

The City is engaging and collaborating with various organizations to develop specific community development objectives. The intention of this civic engagement process is to establish a list of feasible and quantifiable community and economic objectives that may serve as options and the basis for disposition and development agreements with the selected Respondents to this Solicitation.

Respondents are encouraged to refer to the resources provided below to inform Submissions.

Resources

Equitable Development

Policy Link

Equity Development Tools

[Equity Development Tools](#)

U.S. Environmental Protection Agency

Creating Equitable, Healthy, and Sustainable Communities: Strategies for Advancing Smart Growth, Environmental Justice, and Equitable Development

[Equitable Development Report](#)

Economic Development

The Brookings Institute

- [Inclusive Economic Development Lab](#)

City Lab:

- [6 Rules for Better, More Inclusive Economic Development in Cities](#)

Policy Link

- [Different Neighborhoods, Different Needs: Tailoring Economic Development Strategies](#)
- [Equitable Arts Based Community Development](#)

Environmental Development

Santa Fe Public Utilities

- [Sustainable Santa Fe](#)
- [Best Building Practices](#)

NYC Department of Design and Construction

- [Design and Construction Resources](#)
- [Universal Design](#)
- [High Performance Building](#)
- [Sustainable Urban Site Design](#)
- [High Performance Infrastructure Guidelines](#)
- [Active Design](#):
 - [Supplement: Affordable Designs for Affordable Housing](#)
 - [Supplement: Promoting Safety](#)
 - [Supplement: Shaping the Sidewalk Experience](#)

United States Green Building Council

Leadership in Energy and Environmental Design

- [USGBC - LEED](#)

EcoDistricts

The Protocol

- [EcoDistrict Protocol](#)

International Living Future Institute – Living Community Challenge

[The Living Community Challenge](#)

I.F DEVELOPMENT PHASING AND CONNECTIVITY

While the Site is located at the center of Santa Fe, it is also isolated by big-box type retail and commercial development with large parking areas. The City envisions a more compact mixed-use commercial and residential district for the redevelopment of the Site. The City envisions development that will promote a more safe and walkable urban pattern conducive for vehicular circulation, including public transit, as well as pedestrians and bicycles. The redevelopment of the Site should set a precedent for compact urban development that builds on the existing historic settlement patterns for which Santa Fe is known – a place that draws a diverse population of people to live, work, learn, and play.

The City envisions a phased development in which the initial development phases establish the development framework for future phases. For example, the City anticipates working collaboratively to develop the necessary infrastructure to support a phased development program. The City will prioritize design and construction of sustainable streets and district infrastructure to establish the types of district circulation and public utilities appropriate for the district. Primary streets will help to create development blocks and parcels with block patterns and secondary circulation

systems will facilitate mixed-used, walkable neighborhoods and districts that connect to surrounding areas.

The City also envisions the redevelopment of certain areas of the Site with initial projects that are “ready to proceed”. These initial phases of disposition and development will help reduce the City’s debt and operating costs at the Site, begin to activate the Site, and establish the vision for future development. In the summer of 2018, Harvard University Loeb Fellows were invited to Santa Fe for three days to advise the City on early actions that would facilitate the development of the Midtown Site. This quick, but focused, brainstorming session led to a very high level set of recommendations and a diagrammatic phased development plan. The concept did not consider the reuse of certain buildings on the Site, but also did not advocate for their demolition. In fact, there was much discussion about the potential for repurposing the buildings for various uses. The concept identified certain areas where parcels could be created to advance the “ready to proceed” projects that would generate income to pay debt and to develop key public infrastructure, including the primary circulation network to which future phases of development would be connected. Of particular interest for early disposition and development were the sound stage and theater parcels at the Site for film/video/ multi-media industry uses. Other buildings were identified that could be used for civic and academic uses. Also, Site parcels near existing entrances were identified as opportunities for mixed-use/residential development to establish the marketplace.

The City is requesting proposals from developers for their proposed phased development strategy. The City has procured an economic analysis and urban planning team to represent the City and work effectively with the Selected Respondent(s) to create a viable phased development plan for implementation. Diagrams located in Exhibit B: Phased Midtown Development Plan were created as examples of a conceptual phased development strategy. They are not intended to represent the City’s solution or proposal for phased development. They are for illustrative purposes only.

2. THE PROJECT

2.A PROJECT SNAPSHOT

<i>Name:</i>	Midtown Property ("Midtown District", "Site")
<i>Address:</i>	1600 Saint Michael's Drive, Santa Fe, NM
<i>Acreage:</i>	64.222 acres
<i>No. of Buildings:</i>	32 (approximately)
<i>Building Area:</i>	498,384 (approximately) / 1-3 stories
<i>Zoning Overlay:</i>	Midtown LINC Overlay District
<i>Zoning Underlying:</i>	Primarily R-5
<i>Incentive Area:</i>	Opportunity Zone (100% of area)
<i>Development Type:</i>	Previous: Higher Education Proposed: Mixed-Use

See Exhibit A: SITE PLANS / TRACT MAP / ZONING MAP

Resources

An appraisal (dated 2017) and a broad range of additional documents are available on the City of Santa Fe, Office of Economic Development: Midtown Campus Project website.

2.B TRACTS, PARCELS, AND BUILDINGS

The Site and area plans illustrate tracts, which include open spaces for development, as well as existing buildings within the tracts. The City seeks developers and/or business entities to propose the development of empty tracts and parcels (parcels are areas within tracts), as well as the demolition or rehabilitation and reuse of existing buildings, in early redevelopment phases.

The Site contains existing buildings, some with temporary uses under short-term triple-net lease, as well as open space for new development. Many of the buildings are ready for permanent reuse and tenancy, which the City seeks to sale or master lease through disposition and development agreements. The City anticipates negotiating purchase or lease price that will include necessary improvements and rehabilitation work to bring the buildings into code and modern standards for the proposed reuse.

As a priority, the City seeks developers and/or business entities with proposals to purchase or lease buildings, tracts, or parcels, for development in the initial phases. The City has an objective to identify “ready to proceed” projects that will reduce City operating expenses, activate the Site, and build a market momentum for future development.

For more information about the Site and existing buildings See: Appraisal of Campus Property on the City of Santa Fe, Office of Economic Development: Midtown Campus Project website.

See Exhibit A: SITE PLANS / TRACT MAP / ZONING MAP

2.C ADJACENT PARCELS

The City is presently in discussions with the State of New Mexico to acquire adjacent State-owned land. Respondents are encouraged to submit development proposals that link the Midtown Site to these adjacent parcels. However, development proposals should not be dependent on the acquisition of these adjacent State-owned parcels, as negotiations have not been finalized at this time.

See Exhibit A: SITE PLANS / TRACT MAP / ZONING MAP

In addition, Respondents are encouraged to submit development proposals that link the Midtown Site to other privately owned adjacent parcels with which the Respondent has site control.

2.D PROJECT CONTEXT – ZONING

The Midtown Property is geographically located within the center of the City of Santa Fe and is approximately five miles from the beautiful historic center that attracts visitors from all over the world. The Midtown Property is also located within the center of the Local Innovation Corridor District (Midtown LINC District) – a zoning overlay district that establishes permitted uses, definitions, standards, and incentives for qualifying projects within the district.

The underlying zoning is primarily R-5. Therefore, the City anticipates working closely with developers and business entities to obtain planning and zoning approvals so long as the proposals are consistent the Midtown Planning Guidelines and the Midtown LINC District overlay district ordinance parameters.

The Midtown LINC District is a major commercial corridor that extends through the geographic center of the City and consists of approximately 372.8 acres, amounting to approximately 1.1% of the 33,601 acres of land within the city limits. The overlay area contains 161 individual properties, amounting to approximately 0.45% of the 35,580 parcels of land within the city. Generally, incentives for development of properties in the Midtown LINC District are created through use intensification, compact smart growth planning, form-based zoning, as well as a variety of fee waivers for qualifying residential and commercial development projects defined in the Midtown LINC District ordinance.

The Midtown LINC District zoning overlay creates standards to:

- Strengthen and animate the built environment and the business and population links within the demographic and geographic center of the City between the existing employment centers of the Midtown Property (and surrounding uses to the west) and the Christus St. Vincent Regional Medical Center (and related medical uses to the east);
- Incentivize multi-family residential development, complementary non-residential uses, and an enlivened, street-oriented pedestrian environment by freeing development capacity of existing under-developed land and buildings for these targeted uses, while allowing existing uses to continue as redevelopment occurs;
- Allow for innovative development and redevelopment of the district while providing buffering between the district and existing residential development outside of the district by the application of amended land development regulations and fees and by establishing conditions precedent for future infrastructure enhancements and the application of other redevelopment and financing tools;
- Promote a more healthy, safe, and enjoyable environment within the City's midtown area through the enhancement of pedestrian and bicycle accessibility and safety, landscaping and other street-related amenities and the eventual reduction of traffic speeds and provision of on-street parking, bicycle lanes, and improved crosswalks. Provide flexibility in sign design and location so as to maintain effective communication, business identification, and way-finding for existing buildings whose visibility may be reduced by new development.

The Midtown LINC District is a critical component on the City's economic and community development strategy, and the Midtown Property is of immense significance because the City owns and controls it. City ownership provides a unique opportunity for the City to set the stage for, and steward, the type of development that achieves the community's vision as expressed and documented in the Planning Guidelines for the City's Midtown Property, approved by the Governing Body in the summer of 2018.

The Site's prime midtown location, the existing buildings ready for adaptive reuse, and the high level of private interest in developing and leasing property make the Midtown Campus a powerful opportunity for the City to repurpose a true gem in a way that positively impacts education, housing, economic development, healthcare, entertainment, social equity, government services, and overall quality of life in the communities of Santa Fe.

For more information on the Midtown LINC District:

Midtown LINC Summary Presentation_1-19-17.pdf
https://www.santafenm.gov/document_center/document/7716

Full_Packet_Midtown_LINC_Overlay_8-31-16.pdf
https://www.santafenm.gov/document_center/document/5399

See **Exhibit A: SITE PLANS / TRACT MAP / ZONING MAP**

2.E MIDTOWN PROPERTY DEMOGRAPHIC CONTEXT

The Midtown Property is located at the geographic and demographic center of Santa Fe, which means that all residents of Santa Fe will be impacted by the development that will occur at the Site.

It is also located within an Opportunity Zone - An Opportunity Zone is an economically-distressed community where new investments, under certain conditions, may be eligible for preferential tax treatment. Localities qualify as Opportunity Zones if the state nominates them for that designation and the Secretary of the U.S. Treasury certifies that the nomination has been received via his delegation of authority to the Internal Revenue Service.

The cultural richness of Santa Fe creates the palette upon which the diversity of the City's population intersects and mixes. Resource links below to census tracts maps and Opportunity Zone maps illustrate all of Santa Fe and locate the Site within the City, and provide general income demographic composition of each census tract, as well as more detailed Midtown Property Demographic Context information, including market, demographic, and physical data within the Midtown District Opportunity Zone areas.

Resources

Santa Fe Office of Economic Development - Opportunity Zones in Santa Fe
https://www.santafenm.gov/opportunity_zones_in_santa_fe

Census Tract 11.03

<https://www.santafenm.gov/media/files/Office%20of%20Economic%20Development/OpZone1103.html>

Enterprise Community Partners: Opportunity 360 Measurement Report 11.03

https://www.policymap.com/report_widget?pid=225769&type=op&area=predefined&sid=2010

Census Tract 10.02

<https://www.santafenm.gov/media/files/Office%20of%20Economic%20Development/OpZone1002.html>

Enterprise Community Partners: Opportunity 360 Measurement Report 10.02

https://www.policymap.com/report_widget?pid=225768&type=op&area=predefined&sid=2010

2.F MIDTOWN PROPERTY BACKGROUND

The Midtown Property has a long history as an academic campus for higher education institutions. It has served as the campus for St. Michael's College, College of Santa Fe, and most recently for the Santa Fe University of Art and Design (SFAUD). The City of Santa Fe acquired the property in 2009 with the intention of maintaining the SFAUD higher education uses at the property, while recognizing the potential for capitalizing on the economic, educational, and cultural benefits that the property and uses could generate.

The purchase and previous lease arrangements for the Site are generally summarized, as follows:

- a. The City issued a \$29.615 million bond to finance the purchase in 2009.
- b. The City entered into Lease and payment terms with Laureate Education for an amount equal to the annual bond debt obligation, which ensured that the City did not directly spend funds from the City's general fund to pay bond repayment fees or other operating expenses until January 2018.
- c. In January 2018, Laureate Education notified the City that it was considering a mid-year termination of the then-existing operations of the Santa Fe University and of Art & Design, the brand name for Laureate's operations on the Midtown Property.
- d. The City and Laureate negotiated lease terms, which allowed the operations to conclude at the end of the academic year. The lease terms reduced the property area that Laureate was using and provided for winding down facilities and program operations by June 2018.

- e. The City assumed complete property and asset management responsibilities and Site control in July 2018.

Upon taking possession of the Midtown Property, and with the notification that the higher education institution use was terminating operations, City staff prepared to assume responsibility for deeper property and asset management responsibilities with the goal of redeveloping the property to achieve short and long-term economic and community development objectives. For the first time in the City's ownership of the property, the City is now responsible for the costs of maintenance and management that previous owners or leaseholders have covered in the past.

In response to these events and recognizing the Site's potential, the City undertook a community engagement process to inform programming, planning, and development approaches and guidelines for its future reuse. This community engagement process led to the approval of the Planning Guidelines for the City's Midtown Property in the summer of 2018.

For more information on the Midtown Property and access to the Planning Guidelines, see the City of Santa Fe, Office of Economic Development: Midtown Campus Project website.

2.G ASSET MANAGEMENT

The City is focused on protecting the Midtown Property investment so that the long-term potential of the Site can be realized: both in financial return for the taxpayer and in realized benefits to the community. As the City assumed asset and property responsibilities, deferred maintenance and a range of security, both vandalism, and maintenance issues have become concerns and are being addressed.

Four key asset management strategies have been developed that provide a path for moving forward to maximize the potential of the site:

1. Containing and Reducing Costs

- Decommissioning or demolishing existing buildings that present unnecessary maintenance costs, nuisance, and critical safety or security issues.
- Refinancing the debt to (a) reduce the annual payment by extending the loan term; (b) establish the ability to call the loan debt, in part or in whole, annually over the next ten years to allow for phased Site disposition and development.

2. Stabilizing Existing Improvements

- Decommissioning existing buildings so that they are in adequate condition for new uses and operators to be procured through a request for proposal process.
- Identifying existing buildings for reuse and rehabilitation that will be considered in future development or lease proposals.

3. Property Management

- Establishing City staffing to increase property management capacity.
- Procuring property maintenance and security capacity.

4. Real Estate Planning and Development

- Planning and preparing the Site for redevelopment. Procure a real estate development advisory consultant in program management (completed – see Proyecto under Project Team); and, an economic analysis and urban planning team in Q2 2019.
- Initiating the public/private partnerships through a formal RFEI process. Issue a formal request for proposals from developers in Q2 2019. The RFEI process will provide ways for interested developers and operators to submit formal and detailed proposals for the disposition and development of the Site or parcels at the Midtown Property to meet economic and community development objectives.

5. H CITY PROJECT TEAM

The Office of Economic Development is leading the planning and development effort and working in close collaboration with other City departments listed below. The Public Works Department is leading the property management efforts.

The City has established a Midtown Steering Committee that includes the Directors of the following important City Departments and elected officials that meets regularly each month:

Core Staff and Proyecto

- Economic Development
- Public Works
- Land Use
- Finance
- City Manager
- *Program Manager (Proyecto)

Staff and Elected Officials

- City Attorney
- Mayor
- Councilors (Districts 1 and 4)

The Steering Committee meets regularly to provide project updates, problem solve, and make informed decisions, as well as advise and make recommendations to the Mayor and other elected officials.

Proyecto. The Office of Economic Development has procured an experienced program management firm, Proyecto, which is managing the real estate planning and development process and reports directly to the Director of the Office of Economic Development and the Mayor of the City of Santa Fe. The selected Respondent(s) will report directly to Proyecto.

Other Team Members

Urban Planning & Economic Analysis Team. The Office of Economic Development is in the process of procuring a highly qualified Planning Team to increase the City's capacity to effectively engage Developers and Business Entities. The Planning Team will have strong skills and experience to analyze the intersection between land uses and land values on large-scale urban development projects and to advise and represent the City's interests. The Planning Team will perform scenario planning, as well as evaluate development proposals for the Site, informed by public policies and community objectives generated through civic engagement. The Planning Team will advise the City during the due diligence and negotiations process that will inform the terms of disposition and development agreements with one or more Developers and Business Entities.

Civic Engagement Team. The Office of Economic Development is in the process of procuring a Civic Engagement Team to undertake an interactive civic engagement model. The Civic Engagement Team and the City will work collaboratively to develop and implement a fun, interesting, and active engagement method that is attractive to all people. The approach will include civic organizations, educational institutions, community organizations, philanthropy, businesses, and people from all communities.

The Civic Engagement & Planning Team will advise the City on developing just, equitable, and sustainable policies to inform the disposition and development of the Site. The work of the Civic Engagement & Planning Team will also focus on outlining programs and policies that stabilize and strengthen the capacity of local households and for- and non- profit businesses to remain a vital part of Santa Fe, as well as address the potential of displacement and other unintentional consequences of development.

3. SCOPE OF WORK

Some or all of the Scope of Work requirements may be applicable to the selected Developers and/or Business Entities (“Selected Respondents”) depending on the specifics of the Respondent’s proposed project.

3.A PROJECT TEAM AND PROJECT MANAGEMENT

The Selected Respondents will be responsible for assembling a project team with the necessary expertise, experience, and capacity to develop and manage the Respondent’s proposed project, such as expertise in real estate finance for the proposed development program, planning and predevelopment, design and construction, marketing, and property management.

The Selected Respondents are responsible for a professional and disciplined project management approach to the public/private partnership in connection with this Submission with the objective of ensuring transparent information, project governance, smooth negotiations and communications, as well as risk management and quality control.

The Selected Respondents are responsible for arranging timely commencement and completion of the Project, and will be held accountable for the schedules agreed upon with the City. The Respondent will be required to submit ongoing status reports regarding Project development, financing, budget, schedule, marketing, leasing, and management.

The Selected Respondents are responsible for activities typically associated with development, including, but not limited to, the design, finance, construction, marketing and leasing (and/or selling), and management of the completed residential units and commercial spaces, as applicable.

3.B SITE DUE DILIGENCE

The Selected Respondents, at their sole expense, shall perform land and building due diligence, including environmental assessments, investigations, reports, and other site and building inspections, assessments, and reports. The Selected Respondents, at their

sole expense, shall also undertake any related remediation, mitigation, demolition, or rehabilitation actions pursuant to applicable codes, regulations, and laws for said actions. Land valuation assumptions include said due diligence activities and remediation, mitigation, demolition, or rehabilitation actions.

3.C LAND DISPOSITION – LAND VALUATION

The City prefers to enter into a purchase/sale contract, but will consider a master lease contract, if the City, at its sole discretion, determines that a lease agreement is advantageous for the Project and the City. The disposition price, either sale or lease, of the City-owned properties, land and/or buildings, at the Site will be premised on the appraised value of the property(s).

The City will retain its own economic analysis and urban planning team to undertake financial feasibility analysis and determine land values based on the Selected Respondent's proposed land and/or building uses, development program and the associated financial underwriting, and land valuation assumptions. The land valuation analysis may include the cost of public infrastructure, environmental and site conditions remediation, and other public benefits, including community development objectives generated from the civic engagement process, which may affect land value.

Final land sale price or lease cost will be negotiated between the City and the Selected Respondents within the Negotiation Letter Phase and executed in the Land Disposition and Development Agreement ("DDA").

3.D COMMUNITY OUTREACH & ENGAGEMENT

The Selected Respondents will participate in required public forums, hearings, and briefings with the City Council, elected officials, City agencies, and other organizations, as determined necessary by the City, and will provide the necessary documentation and presentations for said meetings and forums. The Selected Respondents must commit to working cooperatively with adjacent communities, property owners, and other local and regional stakeholders in coordination with the City, as applicable. This includes creating and maintaining accessible channels for information exchange, as well as working with elected officials and the media.

3.E DEVELOPMENT PLAN AND SCHEDULE

The Selected Respondents are responsible for conducting market and financial analysis, and planning, designing, financing, and implementing specific development plans that are consistent with the Midtown Planning Guidelines, inclusive of community development and public objectives. Development plans may be phased. As such, the Selected Respondents are responsible for developing detailed industry standard, professional development schedules, with key benchmarks, including coordination with City departments and other governmental agencies, project team, professional services, construction managers and contractors, approval and permitting agencies, financial investors, marketing team, and property and asset managers.

3.F DEVELOPMENT APPROVALS

The Selected Respondents are responsible for obtaining all regulatory approvals and permits, including, but not limited to, zoning and land use, environmental (if applicable), and construction.

3.G DEVELOPMENT FINANCING

The Selected Respondents are responsible for developing a financial structure and securing financing for all horizontal and vertical development and improvements in furtherance of the Respondent's proposed development plan. The Selected Respondents are responsible for financing the cost of the Respondent's proposed project(s), including predevelopment and entitlement costs, such as legal, planning, design, engineering, environmental, and related consulting and professional services expenses; development costs of demolition, grading, site preparation, installation and construction of off-site and on-site infrastructure and utilities; and, public amenities included in the development plan and approved by the City.

Potential Incentives. The Selected Respondents are encouraged to coordinate with the Office of Economic Development regarding Opportunity Zone and other federal, state, and local incentive and investment programs. The Selected Respondents acknowledge that the City presently owns the Site. As such, land valuation, and the final land price or lease cost, will be negotiated with the City during the disposition and development process to maximize the economic value of the land toward achieving the Midtown Planning Guidelines, inclusive of community development and public policy objectives.

3.H DESIGN AND CONSTRUCTION

The Selected Respondents are responsible for obtaining all necessary governmental permits for the development and construction of the Project. The planning, design and construction of the Project must comply with any applicable land use and zoning codes, environmental reviews and approvals, and building codes, and be consistent with the Midtown Planning Guidelines. The Selected Respondents will be required, at their sole cost and expense, to comply with all applicable federal, state, and local laws and regulations, and to obtain for all appropriate government authorities, including without limitation, the City of Santa Fe, all construction and ancillary approvals for development at the Midtown Property, including, but not limited to, all required building permits, approvals, and inspections. All costs associated with development approvals for the Project will be the Selected Respondents' responsibilities, along with the following tasks:

Sustainable Development. Submission Packages should identify any sustainable development certification or guidelines that it proposes to achieve, which will be included in the Disposition and Development Agreement (DDA). The Selected Respondents will be expected to develop sustainable infrastructure and passive green building designs that respond to local environmental conditions.

Urban Design and Land Planning. Prior to the City's disposition of the tracts, parcels, or buildings, the Selected Respondents must submit to the City's Planning Division for review and comment on proposed urban design guidelines with site plans or master plan, accompanied by the complete development program, for the proposed development.

Architecture. Prior to the City's disposition of the building(s), the Selected Respondents must submit to the City's Planning Division for review and comment the Schematic Design for the proposed development, including the development program.

Construction Documents. The Selected Respondents are responsible for submitting final Construction Documents to the City's Building Permit Division. The Documents must conform to previous review comments and approvals made by the City.

Construction. The Selected Respondents are responsible for the construction and coordination of all necessary off-site and on-site improvements, including streetscapes, parks, utilities, roads, and on-site hard and soft landscaping. The Selected Respondents are responsible for constructing building cores and shells, tenant improvements, and installing fixture, finishes, and equipment.

3.1 PROPERTY & ASSET MANAGEMENT

The Selected Respondents are responsible for all property operations, maintenance, security, and other industry standard property and asset management activities. Said responsibilities shall be undertaken and conducted in a highly qualified professional manner to create and maintain an exemplary, welcoming, and safe building and urban environment that promotes a sense of community.

3.J SUB-DEVELOPERS

The Selected Respondents are responsible for packaging land parcels and/or buildings in the event of development by third-party sub-developers or builders. Said sub-developers will be required to comply with all applicable development regulations. Respondents to this Solicitation are encouraged to submit proposed sub-developers as part of their Submission Package to this Solicitation.

3.K LOCAL, SMALL, MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISES (SBE, MBE, WBE, DBE)

The Selected Respondents are encouraged to team with, and/or lease to, qualified small businesses and disadvantaged business enterprises and develop opportunities for local employers and resident workers in the development of the Site and leasing of buildings, as maybe applicable.

- i. Local Business Enterprises: "Resident Business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Santa Fe City Code Section 13-1-22, and which shows that the resident business resides within the Santa Fe municipal limits.
- ii. SBE, MBE, WBE, DBE: Business Enterprises that meet federal requirements regarding business size, ownership, and control, as defined in 49 C.F.R. 26 Subpart D.

3.L INCLUSIONARY ZONING – SANTA FE HOMES PROGRAM

The Selected Respondents acknowledge that residential developments must comply with the Santa Fe Homes Program Ordinance (SFCC § 26-1), as may be amended, and as applicable. Selected Respondents are encouraged to exceed the requirements of the Ordinance to include diverse unit types and targeting a broad spectrum of household incomes and demographics.

3.M COORDINATION & COLLABORATION WITH PUBLIC AGENCIES

The Selected Respondents shall coordinate and collaborate with the City Project Team, as well as with other municipal, state, and federal governmental agencies that have jurisdictional or regulatory authority over any predevelopment and development activities at the Site. As required, the Selected Respondents will coordinate with the City regarding applications or other submissions and documentation in connection with environmental assessments and remediation plans with the relevant regulatory agency(s).

3.N TAXES

Upon the City's disposition of the land or buildings to the Selected Respondents, the Selected Respondents are responsible for paying all real estate taxes and other taxes associated with the disposition transaction and other development activities at the Site undertaken by the Selected Respondents.

3.O PAYMENT AND PERFORMANCE BOND

Prior to the disposition, the Respondent must submit performance and payment bonds to the City in an amount generally commensurate with the cost of the Selected Respondent's failure to perform to be negotiated with the City as part of the DDA negotiations.

3.P INSURANCE

The Selected Respondents must acquire, maintain, and provide proof of insurance coverage, including worker's compensation, employer's liability, commercial general liability, and professional liability, at a minimum, during the term of exclusive negotiation agreement while the City remains in control of the Site. The City will establish insurance amounts and terms pursuant to the risk profile of the proposed project and due diligence activities.

4. SUBMISSION PACKAGE DOCUMENTATION

Each Respondent must submit the forms and supporting documentation described below. Generally, be clear and brief. Submission Packages ("Submissions" or "Submission Package") that are incomplete or not in conformance with the requirements of this Request may be eliminated from further consideration.

TAB A: TITLE PAGE

The Respondent shall include the following information on the outside of the Submission Package binder.

Project Name:

Midtown Santa Fe

Proposal Name:

Development and/or Business Owner

Solicitation Number:

See Solicitation Information

Submitted To:

See Solicitation Information

Respondent:

Lead Firm Name

Address

Date Submitted:

XX/XX/2019

TAB B: COVER LETTER

The Respondent serving as the lead member of the proposed Consulting Team shall submit a cover letter containing the following information and signed by an authorized principal for the Planning Team:

- i. **Name** of responding entity
- ii. **Respondent Category** under which you are responding:
 - a. Developer: Master Developer
 - b. Developer: Project Developer
 - c. Business Entity: Building Owner or Master Lessee
 - d. Business Entity: Building Tenant
- iii. **Respondent Team** and partnerships, if any.
- iv. **Statement of Interest** in working on the Project.
- v. **Readiness and Capacity** (technical, staff, financial) to mobilize and undertake Scope of Work, which should include the following affirmative statements:
 - Preparedness and commitment to assume and manage financial and development risk typically associated with public/private partnership development;
 - Preparedness and commitment to undertake due diligence and predevelopment tasks in an efficient and timely manner.
- vi. **Signature** on Cover Letter by the person authorized to contractually bind the Respondent.

TAB C: PROJECT DESCRIPTION

The Project Description should be a focused summary of your proposal and include the following information, at a minimum:

- An understanding of, and approach to, achieving the City's vision and goals, as described in the Midtown Planning Guidelines;
- Approach for ensuring socially and environmentally responsible practices are incorporated into the development and operations of the proposed project, including equitable, affordable, accessible and anti-displacement strategies;
- Approach to working collaboratively with, and integrating the engagement outcomes of, the Economic Analysis & Urban Planning and the Civic Engagement teams mentioned previously.
- The vision for creating a dynamic, mixed-use, 24/7 Midtown Santa Fe district.
- Design concepts or precedents, narrative and/or images.

TAB D: TEAM COMPOSITION AND ORGANIZATION

The Respondent shall identify the Respondent Team members and propose the composition of the Respondent Team, and an organizational chart showing principals, project managers, decision-makers, roles, etc.

Partners. Provide a general description of the Respondent Team and any partnerships with higher education institutions or arts and cultural organizations. Provide a brief summary of the Respondent Team's qualifications.

Professional Team. The Respondent should identify other proposed project team members that will work on your project. It is advised to include the first three professional firms, as may be applicable for the City's consideration.

- i. Urban Design
- ii. Architecture
- iii. Infrastructure Design and Engineering
- iv. Legal
- v. Construction Contractor
- vi. Property Management and Marketing Agent

Contact Sheet. The Respondent shall provide a contact sheet including themselves, partners/ sub-developers, and team members. Contact information must include: firm name, contact person, address, phone number, and e-mail address.

TAB E: EXPERIENCE, CAPACITY, REFERENCES

Project Experiences. The Respondent shall submit materials demonstrating experience with similar projects. Provide sufficient information about the similar project, the firm's responsibilities, size and scope of project, and include photographic images. Provide similar information about partners and team members.

Capacity. The Respondent shall submit evidence of financial capacity to implement the proposed project. The Respondent shall submit the following forms of evidentiary documentation:

- Letters of reference from investors, lenders, equity partners, and/or financial institutions indicating their interest in investing in the proposed project with the Developer or Business and certifying that the Developer or Business has demonstrable capacity to finance the Project and meets industry-standard underwriting parameters.

References. The Respondent shall provide references that will highlight previous experiences, such as previous record of performance and collaboration, on similar projects. Respondent shall provide two references from the each of the following categories:

- Public agencies
- Financial institutions
- Investors

NOTE: References will only be considered after finalists have been selected.

Additional Information. The City has the right to request additional documentation including audited financial statements and/or documented evidence of prior transactions in which all, or substantially all, of the financing was provided by the Respondent; and, letters from financial institutions, and/or current or proposed financial partners and investors, indicating the scale of recent loans, the size of the credit line, or other information that will provide the City with assurance that the entity has the capacity to fund the proposed project and remain solvent. (This information will be kept confidential provided it is appropriately identified as such by the Respondent and that it meets the exemption from mandatory disclosure regulations.)

TAB F: RESUMES

Respondents shall provide resumes of the key Respondent Team members that will be dedicated to the Project and evidence of their technical capacity. Provide contact information.

TAB G: DEVELOPMENT PROGRAM AND APPROACH *(for DEVELOPERS)*

The Respondent is required to submit a District vision concept plan and/or site-specific development proposal for any or all site parcels or buildings. The Respondent must clearly identify which tracts, parcels, and/or buildings they propose to develop.

Master Developer – District Vision Plan:

- a. Master Developer Respondents must provide planning concept diagrams and a narrative that describes the Respondent's proposed development program, including:
 - Vision Narrative that describes how the Respondent's proposal responds to the Midtown Planning Guidelines and other public policy objectives, particularly regarding affordable, equitable, sustainable, transit-oriented, and other community and economic development objectives.

- Vision Plan with illustrative concept site plans and diagrams that correspond to the vision narrative, responds to overall program objectives described in the Midtown Planning Guidelines, and provides an overall urban design framework and approach.
 - Provide illustrative sketches or precedents that depict the Respondent's vision for the Site.
- b. Submit the names and roles of sub-developers, or process for procuring sub-developers, if applicable.
 - c. Submit the proposed development program, and include target markets with any initial market analysis. For residential projects, describe how the proposed development meets or exceeds the local inclusionary housing ordinance requirements.
 - d. The City seeks to proceed with the disposition and development of buildings, tracts, or parcels through a phased development strategy, and to commence negotiations and due diligence on "ready to proceed" projects first. Submit a phased development schedule highlighting short-term, mid-term, and long-term development projects that build a strong economic market and activate the site.
 - e. Submit a description of institutional uses, such as high education, arts and cultural, or other uses and facilities that provide community and economic development benefits. Describe tenancy or partnership agreements.
 - f. Provide summary of green building and sustainable urban design strategies, i.e., water management, energy efficient design, green building, sustainable infrastructure, other strategies that demonstrate leadership in environmental and energy design and development.
 - g. Describe any community and economic development or other public benefits associated with the proposed development program.
 - h. If available, provide transit-oriented strategy that meets minimum and stated parking requirements; maximizes when possible opportunities for shared uses; maximum loads and capacity; maximizes the use of public transit, bicycles, and other alternative modes of travel.

Project Developer – Project Development Plan:

- a. Project Developer Respondents must provide planning and/or proposed building improvements that describe the Respondents vision and goals for the site of interest, including:
 - Narrative that describes how the Respondent's proposal responds to the Midtown Planning Guidelines and other public policy objectives, particularly regarding affordable, equitable, sustainable, transit-oriented, and other community and economic development objectives.
 - A diagram that clearly delineates which of the development tracts or parcels thereof that the Respondent is interested in developing;
 - A diagram that delineates any other tract(s), parcel(s), or buildings identified by the Respondent that are believed to be important to achieving desired

synergies for the Respondent's proposed use and overall program vision for the District.

- b. Submit tract, parcel, or building specific development program, including the mix of uses and square footage of program components for all tracts or parcels in which the Respondent is interested in developing.
- c. Submit conceptual layouts corresponding to the development program for each tract, parcel, or building of interest.

TAB H: BUILDING PURCHASE OR SPACE LEASE APPROACH *(for BUSINESS ENTITIES)*

Site Concept (Operations). Describe the operations concept including type of business, arts and cultural uses, higher education uses, public-oriented uses, community and economic development programs, program or revenue generating uses. For example, the following are some questions to assist the Respondent in providing information about the operations concept. Not all questions may be applicable. The Respondent is welcome to provide other questions and answers to highlight proposed project concepts.

- Generally, what are the programmatic elements of the proposed business operation and where would various uses be located within the building?
- Approximately how much space would be dedicated to different use types and levels of occupancy?
- How would the public experience the building, including the hours of operation and the tenancy's contribution to the life of the Midtown Santa Fe District?
- What are other proposed tenants in the building, if any?
- What, if any, is the proposed programming to meet public policy objectives, such as job training and placement, community events, entrepreneurial incubator, affordable commercial space, affordable housing, education, etc.

Site Concept (Physical Improvements). Describe the proposed physical improvements that achieve the vision of Midtown Santa Fe. For example, following are some questions to assist the Respondent in providing information about the operations concept. Not all questions may be applicable. The Respondent is welcome to provide other questions and answers to highlight proposed project concepts.

- What are the proposed building, and public realm improvements, if any, that the Respondent proposes to be financed and implemented?
- What are the physical characteristics of the building or site area of interest, as well as proposed physical improvements, that will meet tenancy square footage and other objectives, needs, and requirements?
- What are the proposed development strategies for green building, energy efficiency, and sustainable infrastructure?

- How would the public experience the building, i.e. the views of and access to the building or tenant space; programming of space; and neighborhood serving commercial uses?
- How would the proposed mix of uses and physical characteristics ensure the safety of community members, residents, and businesses?

TAB I: FINANCING AND SCHEDULE *(for DEVELOPERS)*

Developer Respondents must provide responses to the following areas of finance, as applicable:

Financing Plan. A preliminary estimate of total development costs and a sources and uses model for the entire site (master plan) or for parcels or buildings of interest (project development plan). Provide sufficient preliminary financing information and underwriting assumptions in the model for the proposed development, particularly for calculating land values and project feasibility. The City and the Respondents acknowledge that the purpose of the model will not be to identify a final purchase or master lease price. The purpose is to provide the City with an understanding of residual land valuation for scenario planning and economic analysis that will be part of the due diligence, disposition, and development agreement process between the City and the Developer Respondent. In addition, Respondents are encouraged to provide a narrative that describes building a market over a phased development program at the Site.

Development Schedule. A proposed development schedule showing phasing (master plan) or project schedule for parcels or buildings of interest (project development plan) that coincides with the Financing Plan and provides key benchmarks and phasing. Clearly indicate the predevelopment period and dates for financial closing, construction commencement, and occupancy for the proposed project. For multi-phased development proposals, describe the phasing plan and strategies for building the underpinnings of a strong marketplace over time.

TAB J: FINANCING AND SCHEDULE *(for BUSINESS ENTITIES)*

Business Entity Respondents must provide responses to the following areas of finance, as applicable:

Proposed Purchase Price or Rent Payment. Provide a price per square foot for purchase of space or a triple-net lease that the Respondent is proposing to pay and/or the underwriting assumptions for calculating a proposed price per square foot.

Proposed Lease Term. If proposing a lease as a Master Lessee or Standard Tenant, provide the proposed number of lease term in years you would require, and the rationale for the proposed lease term.

Proposed Capital Improvements. Provide a per square foot and total development cost estimate for undertaking predevelopment and rehabilitation of existing buildings, or tenant improvements in new space to be developed by a Developer and/or the underwriting assumptions for calculating the proposed cost estimate.

Proposed Development Schedule. Provide a development schedule for the proposed capital improvements, clearly indicating the predevelopment period and dates for financial closing, construction commencement, and occupancy for the proposed project. Provide a schedule for “ready to proceed” projects that could commence construction within 12-18 months of entering into the Exclusive Negotiation Agreement (ENA), which shall serve as the basis for entering into a Disposition and Development Agreement (DDA). Depending on the development schedule, the City and Selected Respondent may enter into a DDA that may be amended to include specific projects over a phased development schedule.

Other Proposed Financing Terms. Provide a list of any anticipated incentives the Respondent anticipates requesting from the City as part of the financial feasibility analysis, including but not limited to Local Economic Development Act (LEDA) contributions as part of a LEDA plan or project, Affordable Housing, applicable qualifying projects for Industrial Revenue Bonds, or tax exemptions, if applicable. LEDA is governed by NMSA 1978, secs. 5-10-1 through 5-10-13, SFCC sec. 11-11. Affordable Housing laws are governed by NMSA 1978, secs. 3-45-1 through 3-45-25 and SFCC sec. 26-1 through 26-4. Industrial Revenue Bonds are governed by NMSA 1978, secs. 3-32-1 through 3-32-16, Resolution No. 2012-4, and Ordinance No. 2018-4. Tax exemptions may be applicable in accordance with NSMA 1978, secs. 3-64-1 through 3-64-5. (Note: The Midtown District is within an Opportunity Zone).

Proposed Sources. Provide references from 2-3 financial institutions from which the Respondent is proposing to secure financing.

TAB K: PROPERTY MANAGEMENT AND MARKETING

If applicable:

- Provide a proposed market and tenancy strategy for the development program.
- Provide names of the proposed tenants that will occupy the buildings.

TAB L: DISADVANTAGED BUSINESS ENTERPRISE

The City is affirmatively committed to diversity at all levels of community and economic development. The Respondent shall indicate any members of the Respondent's Team with one or more of the following local business or other business enterprise certifications, and in what jurisdiction or agency they are certified:

- Minority Business Enterprise
- Women Business Enterprise
- Small Business Enterprise
- Disadvantaged Business Enterprise
- Local Business Enterprise

TAB M: LOCAL PROCUREMENT PREFERENCE

The Respondent shall indicate any members of the Respondent's Team that meet the Local Procurement Preference ordinances and policies. (For information regarding Local Procurement Preferences, see Section 5: Selection Criteria.)

TAB N: RESPONDENT AFFIRMATIVE REPRESENTATIONS

Complete and sign form: Respondent Affirmative Representations form (See **Exhibit B**).

TAB O: RESPONDENT ACKNOWLEDGEMENT OF CITY RIGHTS

Complete and sign form: Respondent Acknowledgement of City Rights (See **Exhibit C**).

TAB P: ACKNOWLEDGEMENT OF AMENDMENTS AND ADENDA

Submit forms or signed letter acknowledging receipt of amendments and addenda to this Solicitation.

5. SELECTION CRITERIA AND PROCESS

5.A SELECTION CRITERIA

Respondents that submit a complete Submission Package will be evaluated and rated according to the Selection Criteria below. Respondents will be chosen from among the highest rated Submission Package with points awarded on the basis of the criteria outlined below.

Submission packages will be categorized and evaluated based on the Respondent Category that the Respondent has identified:

- a. Developer: Master Developer
- b. Developer: Project Developer
- c. Business Entity: Building Owner or Master Lessee
- d. Business Entity: Building Tenant

For example, Master Developer Respondents will be evaluated against other Master Developer Respondents. If the City determines that it is beneficial to the City to enter into ENAs with multiple Project Developers, proposals for individual tracts, parcels, or buildings will be evaluated independently and against each other for disposition and development that may not rely on a Master Developer. Similarly, Business Entity proposals for specific buildings, particularly from Building Owner or Master Lease Respondents, will be evaluated independently and against each other for disposition and development that may not rely on a Master Developer.

In addition, if a Master Developer entity is selected to enter into an ENA, the City and Master Developer may consider high ranking Project Developers and Business Entities to participate in the selected master development program during the ENA period.

CRITERIA	POINTS	EXPLANATION
Experience	20	Managing and implementing public/private partnership projects; and, record of past performance on similar projects
		Planning, designing, constructing and/or operating similar projects that achieved public policy objectives and community goals
Capacity	20	Securing real estate financing on similar projects

		Demonstrating capacity to secure financing on the proposed project
		Providing well-organized project management capacity to undertake development activities for the proposed project.
Composition	20	Securing partners and a project team that addresses the land uses and programmatic elements proposed in the Midtown Planning Guidelines
Approach	20	Detailing and expressing a clear understanding of (a) the Scope of Work to achieve the City's fiscal and economic and community development objectives and (b) the Midtown Planning Guidelines
		Including in the Scope of Work socially and environmentally responsible economics and planning, including strategies for implementing equitable, affordable, and anti-displacement development
		Demonstrating a project team and overall development strategy to achieve a vision consistent with the Midtown Planning Guidelines
		Providing a realistic and high-quality property management, tenancy, and/or marketing strategy to the proposed project
Finance	20	Detailing a preliminary sources and uses financial model, and clearly identifying the underwriting assumptions and basis for developing land values that ensure the viability of the proposed project and that it is advantageous to the City
TOTAL	100	
Local Preference Additional Points	Calculated based on final scores	See Local Procurement Preference calculation below.

5.B EVALUATION COMMITTEE

The City, at its discretion, shall establish an Evaluation Committee to review Submissions to this Solicitation. The Evaluation Committee shall consist of city staff and officials, primarily from the Office of Economic Development, with staff from other relevant city offices, as may be determined, to bring the necessary expertise in the evaluation process, as follows:

- Economic Development Division: Director and 2 staff members
- Planning Division: Director and 1 staff member
- Public Works Division: Director and 1 staff person
- Affordable Housing, Director
- Arts and Culture, Director

The City reserves the right to determine and/or alter the membership and number of members of the committee.

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

5.C LOCAL PROCUREMENT PREFERENCE

A State of New Mexico Taxation and Revenue Department Resident Business Certification of eligibility must be attached to the proposal in order to qualify for the local procurement preference. If a proposal is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Resident Business Certificate, the preference will not be applied.

The City shall apply the following definitions and preferences:

- iii. "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.
- iv. 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.
- v. 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:
 - 1. three percent (3%) or the total weight of all the factors used in evaluating the proposals to a resident business; and,
 - 2. three percent (3%) 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.
- vi. 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 (3%) of the total possible points to a resident business: and,
 - 2. three percent (3%) of the total possible points to a business with all resident business subcontractors.

- vii. The maximum available local preference shall be six percent (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."

5.D INTERVIEWS & REFERENCE CHECKS

The City may decide to interview finalist Respondents in one or more Respondent Category. The primary purpose of the interview is to more fully understand the Respondent's Submission Package. The City may, at its discretion, issue specific questions or clarifications to individual Respondents during the review and interview process. However, no Respondent has any rights against the City arising from any such questions, clarifications, or interview, or from any negotiations that may arise during the review and interview process.

A Submission Package in response to this Solicitation constitutes permission from the Respondent for the City to make inquiries concerning the Respondent, as the City deems necessary, to evaluate the Respondent's experience and other criteria set forth in the Selection Criteria. The City may communicate with any of the References, but the City is not obligated to do so. References provided in the Submission Package will only be considered after finalists are selected.

Respondents must comply with all requests from the City in a timely manner, and, if requested by the City, to appear for interview(s) or presentation(s). If any Respondent fails to do, the City may deem this as a failure and act of non-compliance with the Selection Criteria and Process, which will permit the City to select another Respondent.

5.E REFERENCES

A Submission Package in response to this Solicitation constitutes permission from the Respondent for the City to make inquiries concerning the Respondent, as the City

deems necessary, to evaluate the Respondent's experience and other criteria set forth in the Selection Criteria. The City may communicate with any of the References, but the City is not obligated to do so.

5.F NO ADVERSE FINDINGS

A Submission Package may be rejected at any time during or after the evaluation process if there are any adverse findings regarding the Respondent, any entity or individual associated with the Respondent, or any property owned and/or managed by the Respondent.

In furtherance and not in limitation of the foregoing, before a final selection is made, the City may require the Respondent to provide more detailed information concerning the professional background of those persons who own and manage such Respondent, a report on the financial background of such Respondent, and information concerning the nature and status of any past or pending threatened charges or actions (including lawsuits, criminal or disciplinary actions, bankruptcy action, administrative proceedings by any governmental or regulatory agency) against such Respondent or any of its partners, directors, officers, employees, shareholders, subsidiaries, or affiliates, as the case may be.

5.G CONFLICT OF INTEREST

The New Mexico Governmental Conduct Act prohibits Respondents from responding to bids or proposals, and the City from accepting said bids or proposals, if that Respondent directly participated in the specifications, qualifications, or evaluation criteria on which the specific competitive bid or proposal was based. The City shall exercise due diligence to ensure compliance with this section of the Act.

5.H SELECTION

Submission Packages will be evaluated to determine the most clearly and succinctly articulated, best overall response to this Solicitation pursuant to the Selection Criteria, and which is the most advantageous to the Project and City, as determined by the City.

5.I METHOD OF AWARD

The City and the Selected Respondent(s) shall enter into an Exclusive Negotiation Agreement (ENA) specifying a period of time in which the parties will negotiate exclusively on a development project. The ENA binds both parties (private and/or public) from making any similar deals with other parties for a specified period. It shows the Selected Respondent has represented its willingness and ability to undertake certain studies, plans and other due diligence activities necessary to define the scope of a development and determine the feasibility of such development on a particular tract, parcel, or building. The ENA shall serve as the basis for entering into a Disposition and Development Agreement (DDA).

5.J CONTRACT: DISPOSITION AND DEVELOPMENT

The City reserves the right to select a short-list of Respondents from one or more of the Respondent Categories, and engage with said Respondents in a three-phased process leading to the execution of a contract in the form of a Disposition and Development Agreement (DDA). The three phases are the (1) Respondent Short-List Phase; (2) the Exclusive Negotiation Agreement Phase; and (3) the Disposition and Development Agreement Phase. Through these phases, the City intends to undertake a process in which the parties engage in a due diligence and negotiation process to ensure the viability of the proposed project and that the proposed project is in the best interest of the City. Each phase of the Solicitation process requires the payment of a fee by the Respondent(s) to the City, as follows:

Respondent Short-List Phase. The Short-Listed Respondents will be required to issue a certified check to the City in the amount of \$5,000 as earnest funds. The Respondent(s) on the Short List will be developers and/or businesses with high-ranking scores with whom the City seeks to engage in further understanding and clarifying the Respondents proposed project(s). The funds are refundable if the Short-Listed Respondent is not selected by the City, at the City's sole discretion, to enter into an Exclusive Negotiation Agreement.

Exclusive Negotiation Agreement Phase. The Selected Respondent(s) shall pay to the City a one-time fee totaling one-tenth of one percent of the amount of the projected total development cost. If the proposed project is to be phased, the amount shall be calculated on the first development phase. If the fee calculated is more than \$1 million dollars, the fee will be negotiated. The funds will be used by the City to perform necessary due diligence activities and feasibility analysis standard to professional real estate development practices on similar projects. Funds not used during the ENA shall be applied toward the Respondents' final purchase price or master lease payments. One third of the fee shall be refundable if a Disposition and Development Agreement is not executed between the parties.

The ENA will specify the terms, due diligence, and feasibility analysis scope of work, and schedule for completing scope of work, as well as timeframe for finalizing the agreed upon terms for a DDA. If the parties cannot achieve agreement on terms and conditions during the ENA period, the City reserves the right to terminate negotiations and send additional ENA's to other Respondent(s) that has been ranked for competitive selection.

The commencement of negotiations into the ENA will not represent any obligation or agreement on the part of the City, which may only be incurred or entered into by a written contract or agreement that has been (i) approved as to form by the City's Legal Department; (ii) approved by the Governing Body after a hearing with due notice; and, (iii) duly executed by the Selected Respondent and the City. If a sale of land is contemplated, the DDA to sell will not be final until after the associated ordinance is adopted and the required 30-day referendum period has expired and/or after any referendum against the sale is unsuccessful. See NMSA 1978, section 3-54-1. The ENA will only indicate the City's intention to enter into negotiations, which may ultimately lead to the execution of such a DDA, at the sole discretion of the City. During negotiations, the Selected Respondent must diligently, competently, and expeditiously comply with all requirements communicated to the Respondent by the City.

Negotiations will be terminated if the Selected Respondent does not execute the DDA and commence construction on the Respondent's proposed project or the initial phase of the development program, as applicable, within twelve months from the date of the execution of the DDA, which may be extended upon written request for extensions by the Respondent to the City, which may be granted at City's sole discretion. If the City or Selected Respondent terminates negotiations, whether with or without cause, or if negotiations automatically terminate, then neither the City nor the Selected Respondent will have any rights against, or liabilities to, the other.

The City is not obligated to pay, nor will it in fact pay, any costs or losses incurred by the Selected Respondent at any time, including, but not limited to, the cost of: (i) any actions by the Selected Respondent taken to respond to any selection process; and (ii) any actions by the Selected Respondent in connection with the negotiations, including, but not limited to, actions to comply with requirements of the City, or any applicable laws.

The Selected Respondent will not have permission to enter upon the Site, which permission will only be granted, if at all, in the form of a License Agreement issued by the City and duly executed by the Selected Respondent and the City. The execution of any such license agreement, if it occurs, will only indicate that the City has granted permission for the Selected Respondent to enter onto the Site for the limited purposes stated in the scope of work set forth therein, and will not indicate that the City reached any other agreement with the Selected Respondent regarding the Site or the Project.

Disposition and Development Agreement Phase. Upon completion of the ENA due diligence period, the Selected Respondent shall deposit 20% of the negotiated purchase price or annual lease amount into an escrow account, which shall be applied to the final purchase price or annual lease amount, whichever is applicable. Further purchase or lease payments, associated transaction fees, and the closing schedule shall be pursuant to the DDA.

6. SUBMISSION REQUIREMENTS AND INFORMATION

6.A SUBMISSION REQUIREMENTS

RFEI Submission Packages will be addressed, as

follows:

Submitted To:

See Solicitation Information

Proposal Name:

See Solicitation Information

Solicitation Number:

See Solicitation Information

Respondent:

Lead Firm Name

Address

The Submission Deadline is no later than:

See Solicitation Schedule

Submission Packages are to be sealed and delivered in the following formats:

- Typewritten
- Two 3-ring binders
- PDF copied onto 2 USB flash drives

The Submission Package must be formatted as follows:

- Number each page
- Tab all Sections by commencing each new section with a new page which includes the tab title clearly highlighted
- Locate each tab separator from top to bottom on the right-hand side of the binder

6.B INTERESTED RESPONDENTS REGISTRATION

This Solicitation and Related Documents to this Solicitation may be accessed at the

City's Purchasing Office Bids/RFPs Solicitation Website:
https://www.santafenm.gov/bids_rfps

6.C PROPOSAL COMPLETION

Respondents must comply with all instructions and provide all the information requested in this Solicitation. Failure to do so may disqualify said response to this Solicitation, at the City's discretion.

6.D RESPONDENT REQUEST FOR CLARIFICATIONS

See **Solicitation Information**

6.E ADDENDA

The City, at its discretion, shall determine the need to issue addenda or amendments to this Solicitation. If issued, said addenda or amendments will be delivered to all registered Respondents no later than five (5) business days prior to the Submission Deadline. The City reserves the right to not comply with this timeframe if an addendum is required or if the Submission Deadline needs to be extended because it in the best interest of the City, as determined by the City.

Failure of any Respondents to receive any clarifications, addenda, or amendments to this Solicitation shall not relieve such firm from any obligation under their Proposal, as submitted. All addenda and amendments issued by the City shall become part of this Solicitation and the contract documents.

6.F SUBMISSION MODIFICATIONS

Modifications received after the Submission Deadline will not be considered. If the City determines, upon review of a Submission Package, that any items are missing and/or incomplete, the City, by written notification given to the Respondent, may permit the Respondent to provide or clarify such items. Failure to provide complete information in a timely manner could result in rejection of the Submission Package, at the City's sole discretion.

7. CITY PROCUREMENT STANDARDS

7.A ELIGIBILITY

Prior to entering into a contract with the City, the Respondent/Contractor must have or obtain a (i) State of New Mexico business registration, (ii) State of New Mexico Combined Reporting System (CRS) identification number; and, (iii) City of Santa Fe business registration and license. These items must be obtained prior to entering into the ENA.

7.B CITY RIGHTS

The City reserves the right to reject any and/or all responses to this Solicitation when such rejection is in the interest of the City, at the City's discretion. The City may determine that the Respondent has not met the prerequisites or completeness of the Submission Package, has previously failed to perform properly or complete on scope, schedule, or budget on similar projects, and to reject said Respondent who is, in the opinion of the City, not in a position to perform the Scope of Work. The City also reserves the right to waive any information and technicalities, or waive irregularities, in this Solicitation or during contract negotiations.

All determinations as to the completeness or compliance of any Submission Package, or as to the eligibility or qualification of any Respondent, will be within the sole discretion of the City.

The City may discuss the Submission Package and contract terms and request additional information from a Respondent or Respondents concurrently or sequentially, as the City may determine. The City may choose to issue addenda to this Solicitation, or it may make subsequent requests for proposals, offers, or bids, or it may take no action, at its discretion.

The City reserves the right, if it is deemed to be in the public interest, to enter directly into negotiations with one or more Respondents based on responses to this Solicitation, to request additional information from some or all Respondents, or to issue subsequent solicitations to advance the objectives of the proposed Project. This Solicitation does not commit the City to select a Respondent or to enter into negotiations with any Respondent. While every effort has been made to provide accurate factual information within the Solicitation, the information provided herein is

not intended to and shall not bind the City to any of the statements or assumptions set forth herein.

Without limiting the foregoing, the City reserves the right and options to reject any or of all the submittals, waive or modify any provisions of the Solicitation, request modifications to the Project Team proposed by the Respondent, and/or waive errors in Respondent's Submission Package.

All determinations regarding this Solicitation are at the sole discretion of the City.

7.C PROTESTS AND RESOLUTION PROCEDURES

Any Respondent who is aggrieved in connection with the procurement in connection with this Solicitation may protest in writing to the City of Santa Fe, Purchasing Office, 200 Lincoln Ave., Room 122, Santa Fe, NM, 87501.

The protest must be in writing and submitted within fifteen (15) days from the date of conduct on which grievance is based. Requirements regarding protest and resolution procedures are available from the Purchasing Office upon request.

7.E COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

Respondent/Contractor shall comply with City of Santa Fe Minimum Wage Rate Ordinance (SFCC 1987, § 28-1), as may be amended.

See Exhibit C: LIVING WAGE ORDINANCE.

The Respondent will be required to submit the proposal or bid such that it complies with the Ordinance to the extent applicable.

EXHIBITS

Exhibits A-D are attached separately

EXHIBIT A: SITE PLANS / TRACT MAP / ZONING MAP

MIDTOWN PROPERTY MAP



NOTE: The Santa Fe Art Institute has a 99-year lease with the City for its parcel and improvements that terminates in 2098.

EXHIBIT A: SITE PLANS / TRACT MAP / ZONING MAP

MIDTOWN SITE – ADJACENT PARCELS

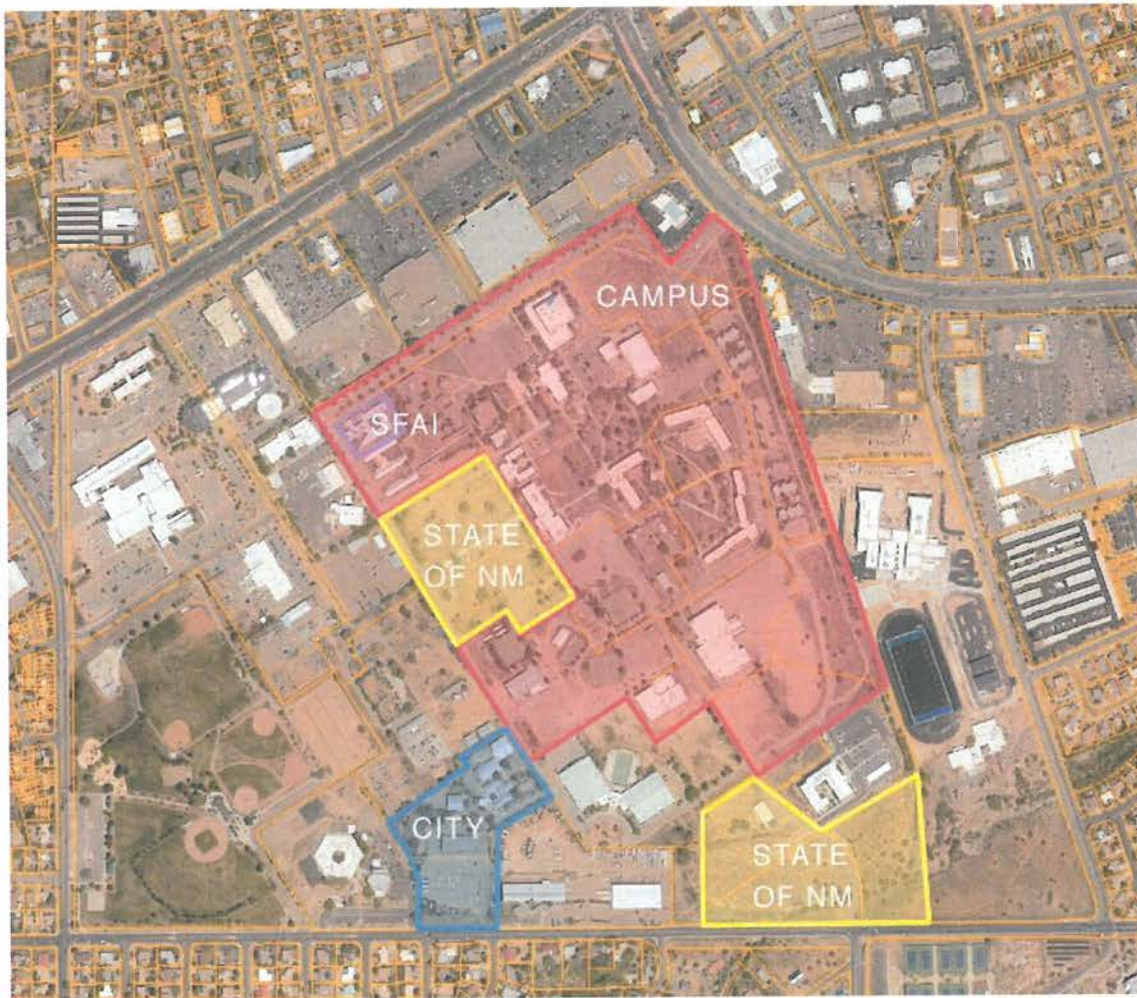


EXHIBIT A: SITE PLANS / TRACT MAP / ZONING MAP

MIDTOWN LINC OVERLAY DISTRICT



EXHIBIT A: SITE PLANS / TRACT MAP / ZONING MAP

SURVEY TRACTS PLAN

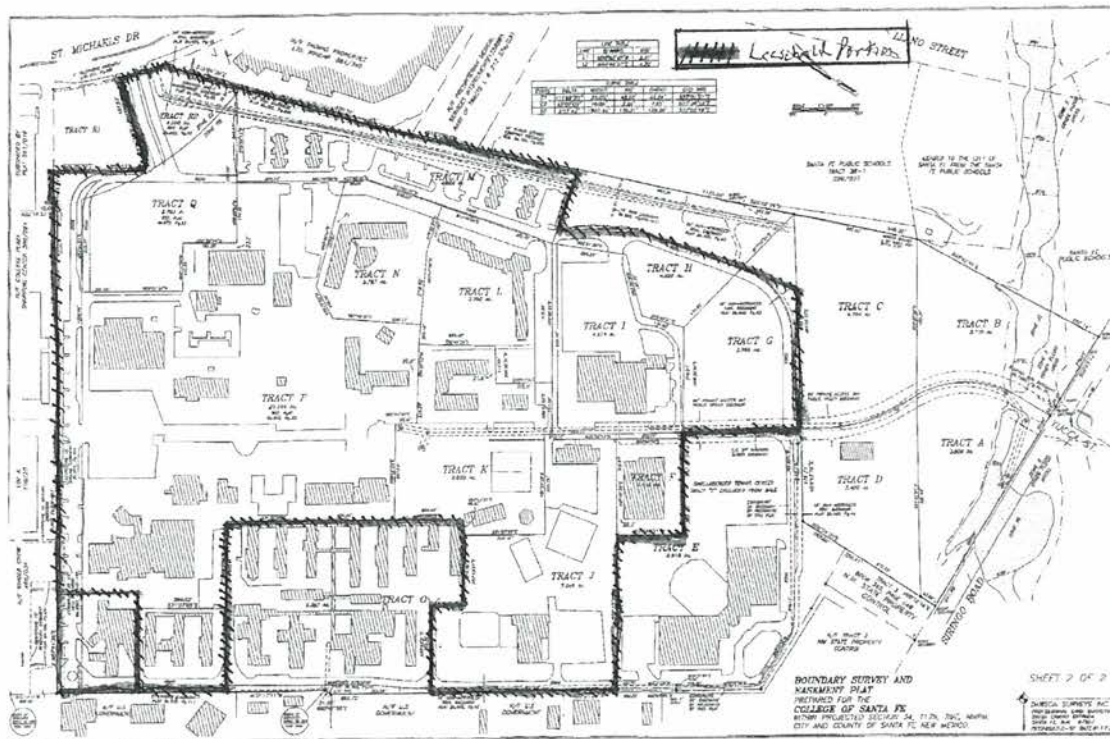
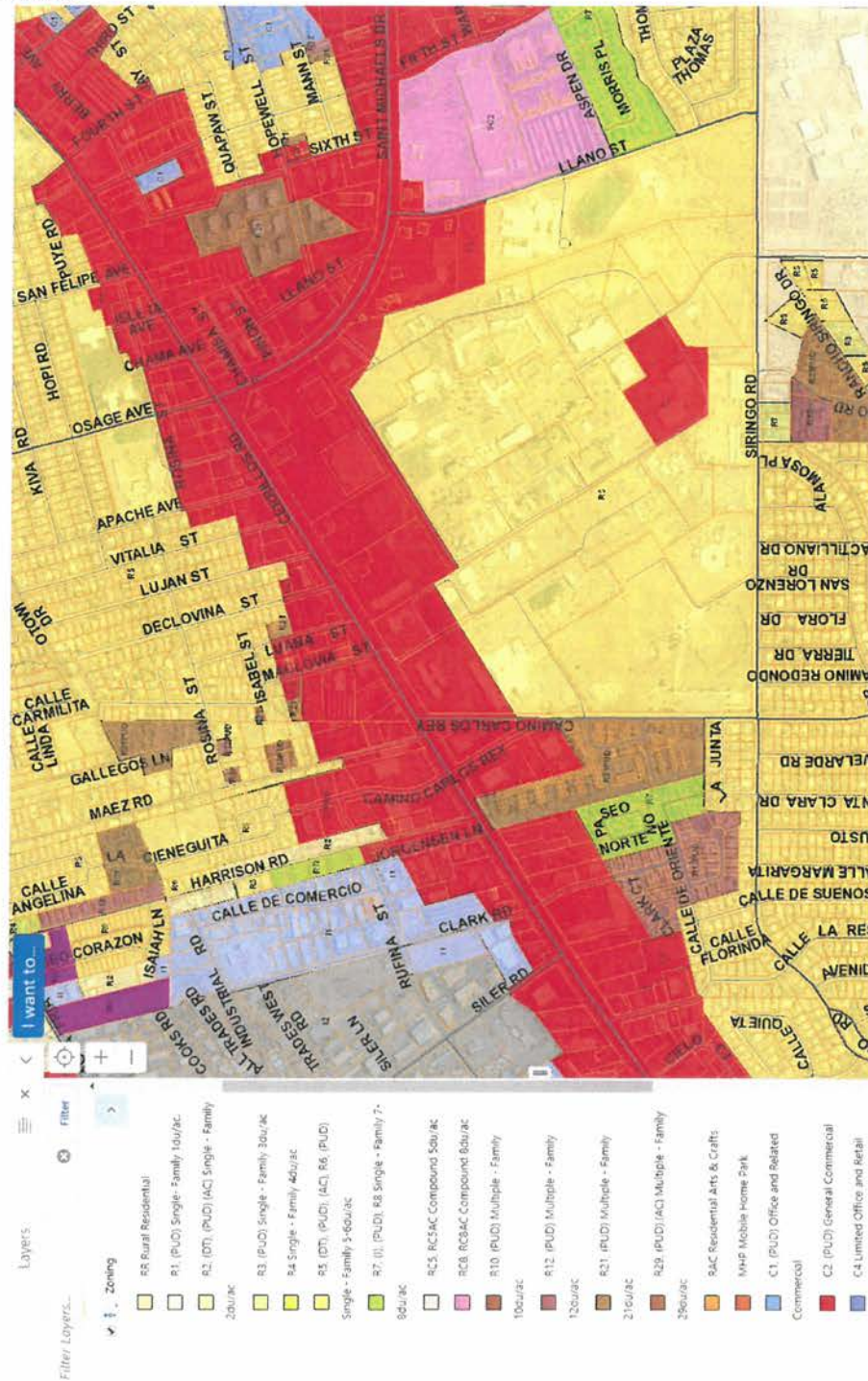


EXHIBIT A: SITE PLANS / TRACT MAP / ZONING MAP

ZONING MAP



B. PHASED MIDTOWN DEVELOPMENT PLAN

Note: the following diagrams were created as examples of a conceptual phased development strategy. These are not intended to represent the City's solution or proposal for phased development. These are for illustrative purposes only. The City is requesting proposals from master developers for their proposed phased development strategy for implementation.

Diagram 1

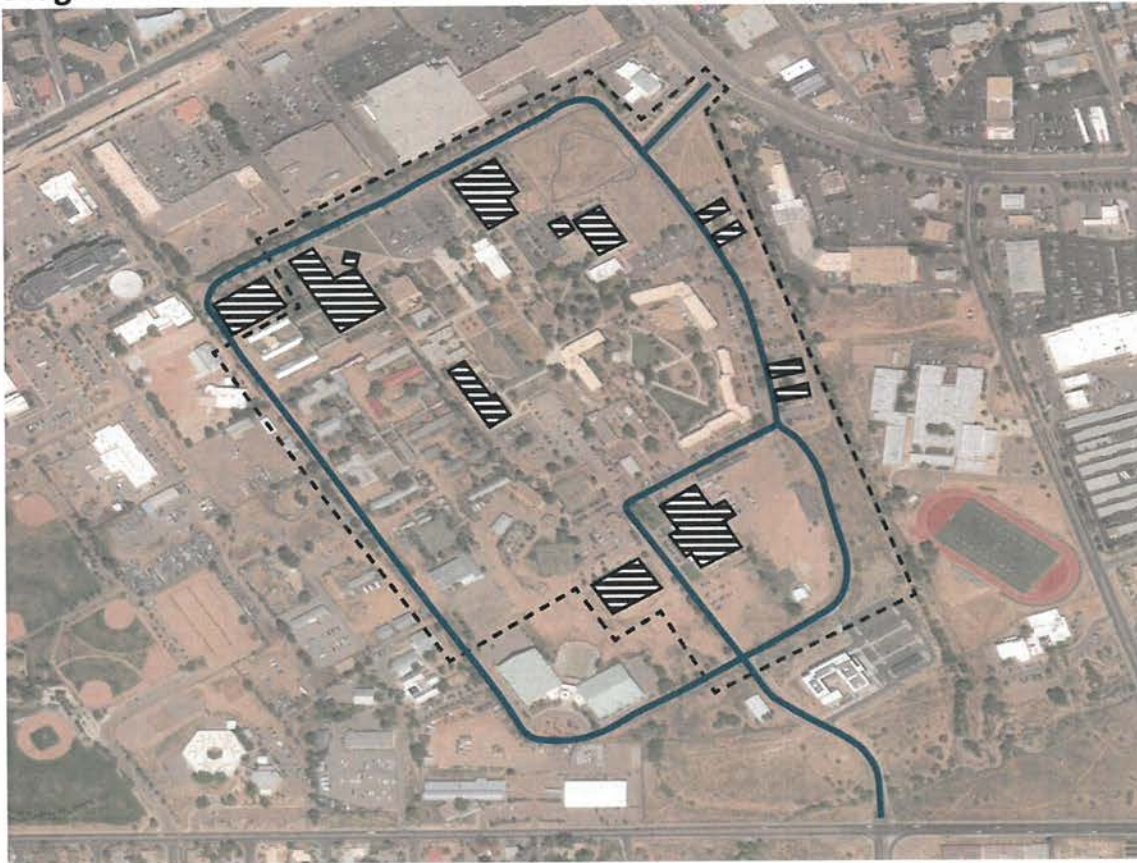


Diagram 1 highlights buildings proposed as “ready to proceed” projects.

Diagram 2

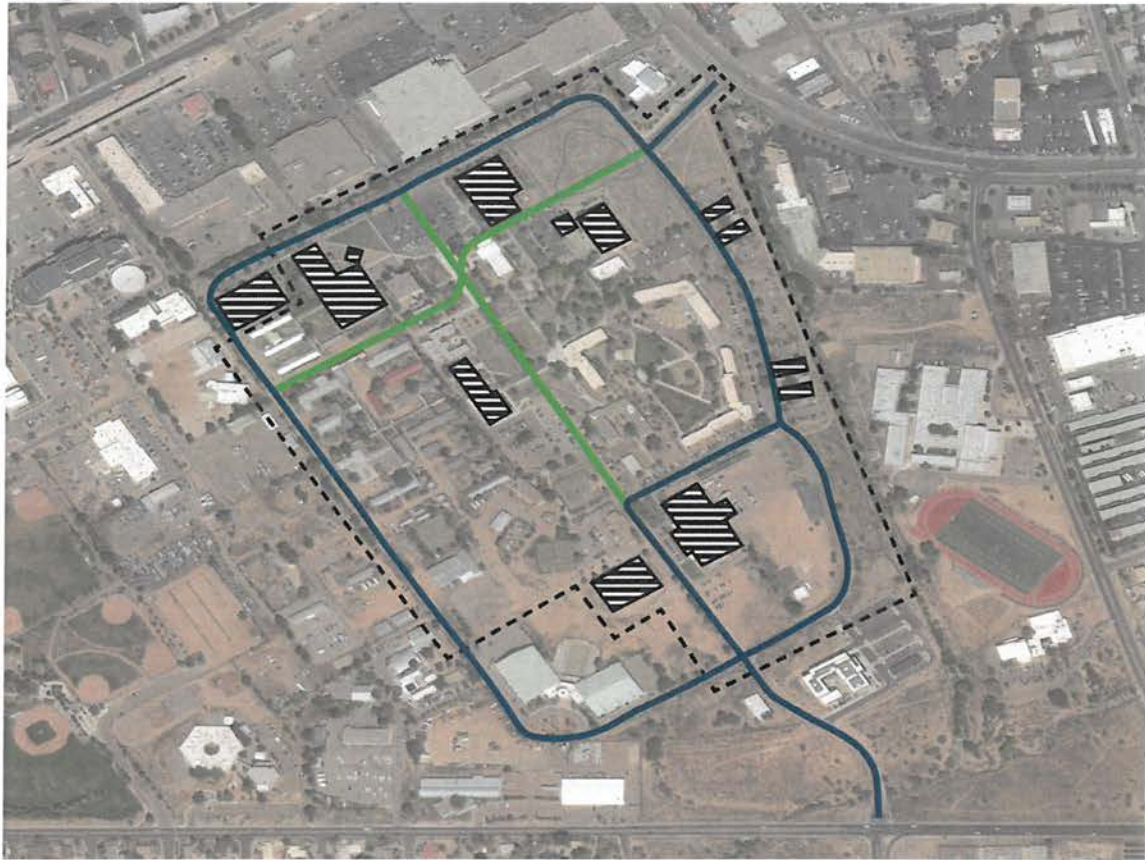


Diagram 2 highlights the primary circulation spines to which future development could be connected.

Diagram 3

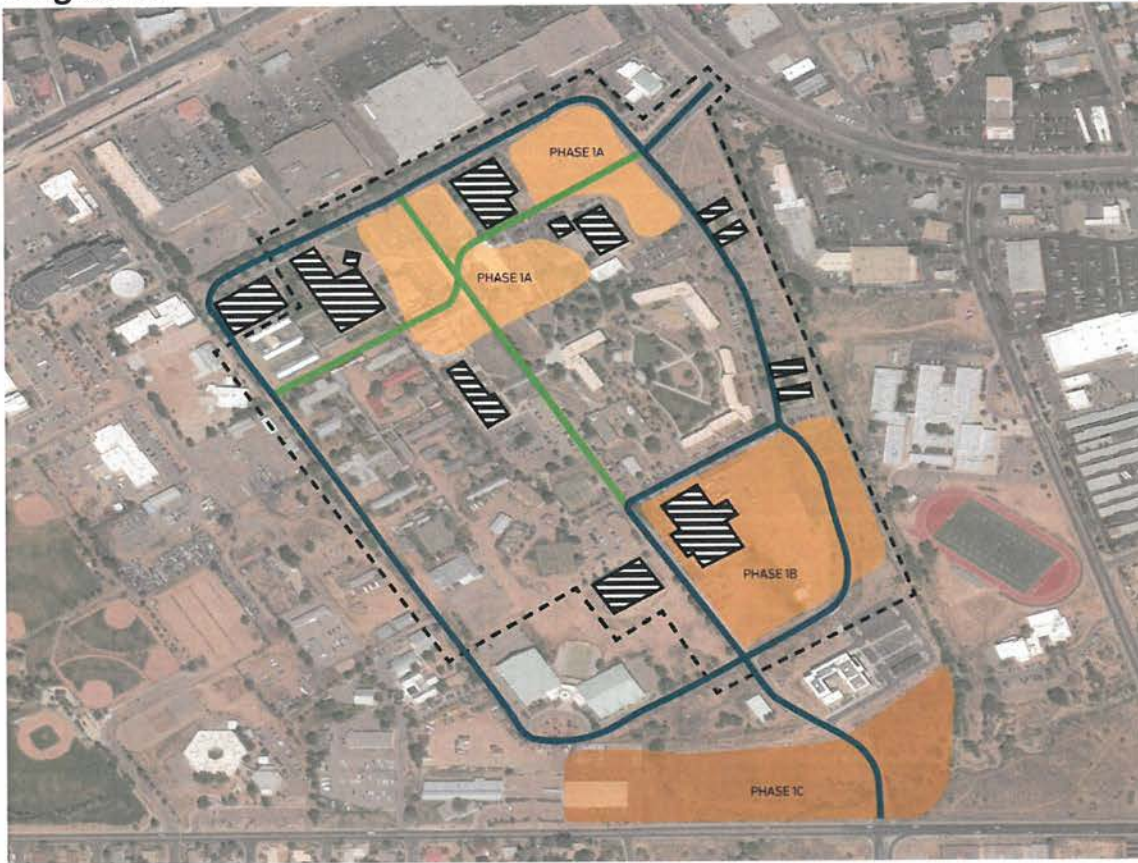


Diagram 3 illustrates key parcels that have been identified as likely candidates for early phases for new construction as well as expansion of facilities in the theater and studio areas.

Diagram 4



Diagram 4 illustrates the areas preliminarily identified for creating, programming, and activating the public realm, the center of Midtown Santa Fe.

Diagram 5



Diagram 5 identifies the potential to connect the Midtown Site to surrounding areas through key connecting streets. However, it supposes the acquisition and/or partnership with surrounding property owners, including the State of New Mexico.

Diagram 6

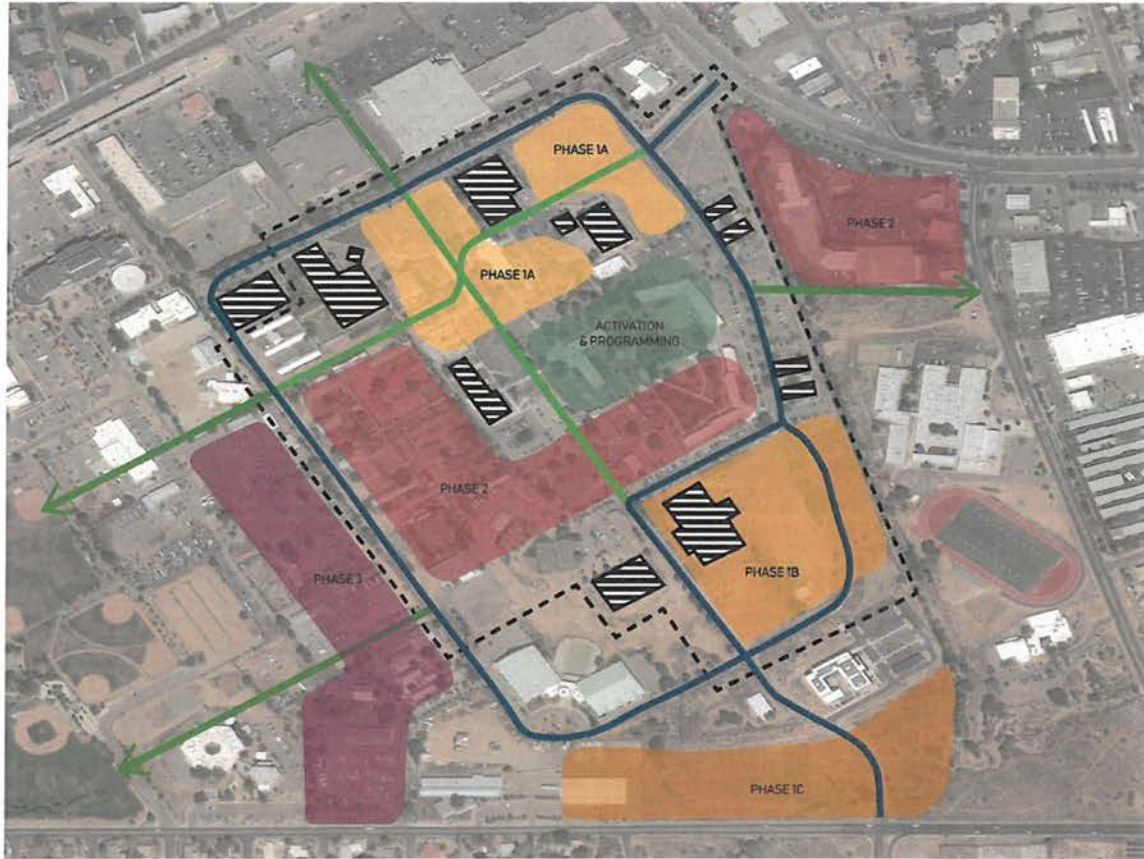


Diagram 6 identifies the potential to connect the Midtown Site to surrounding areas with future mixed-use development. However, it supposes the acquisition and/or partnership with surrounding property owners, including the State of New Mexico.

EXHIBIT C: RESPONDENT AFFIRMATIVE REPRESENTATIONS

Page 1 of 3

By responding to this Solicitation, each Respondent will be deemed to represent, acknowledge and consent to the City that it has read all of the provisions of this Solicitation and fully understands said provisions, as well as acknowledges the accuracy of the information and documentation that is, or will be, provided in connection with this Solicitation.

The Respondent also agrees to indemnify and hold harmless the City its directors, officers, employees, agents and others working with the City from any claims or demands whatsoever. The Respondent also agrees that, except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the City, the Respondent shall indemnify and hold harmless the City, its officers, elected officials, employees, and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees, or loss arising directly or indirectly out of performance or failure to perform with regards to the proposed development project by the Developer or third parties under the direction or control of the Developer; and to provide defense for and defend at its sole expense, any and all claims, demands, or causes of action directly or indirectly arising out of the proposed development project and to bear all other related costs and expenses.

In connection with this Solicitation, the Respondent provides the following responses:

Has any Principal, Officer, or Agent of the Respondent, or any organization in which the Principal is or was a general partner, corporate officer, member or employee, or owned more than 20% of the shares of the entity been the subject of any of the following:

1. Had an ownership or management interest in a property that was taken in rem or assigned to a court appointed administrator or receiver: *Yes* *No*
2. Been in mortgage foreclosure or is currently more than 90 days in arrears on any real estate tax payment or loan? *Yes* *No*
3. Defaulted on any contract obligation or agreement of any kind or nature entered into with the City or one of its agencies? *Yes* *No*
4. In the past five (5) years, failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any governmental agency? *Yes* *No*
5. In the past seven (7) years, filed a bankruptcy petition or been the subject of involuntary bankruptcy proceeding? *Yes* *No*

EXHIBIT C: RESPONDENT AFFIRMATIVE REPRESENTATIONS

Page 2 of 3

6. In the last five (5) years, failed to file any required tax returns or failed to pay any applicable taxes or other charges? Yes No
7. Been convicted of fraud, bribery, tax evasion or larceny? Yes No
8. Been convicted of arson or pending case? Yes No
9. Have any past or pending threatened charges or actions (including lawsuits, criminal or disciplinary actions, bankruptcy action, or administrative proceedings by any governmental or regulatory agency) against the Respondent or any of its partners, directors, officers, employees, shareholders, subsidiaries, or affiliates, as the case may be. Yes No
10. Are there other adverse findings of which the Respondent is aware that would create a conflict of interest or potentially disqualify said Respondent from participating in this solicitation? Yes No

If the answer to any questions is yes, provide the following information about each instance: name of Principal; names of organizations, or corporations; Principal's status in the organization (e.g. officer); date of the action; and current status or disposition.

Conflict of Interest. All Respondents must disclose with their Submissions the name of any officer, director, or agent who is also an employee of the City. Further, all Respondents must disclose the name of any City officer, employee, or elected official who owns, directly or indirectly, an interest of ten percent or more in the proposer or any of its subsidiaries or affiliates.

Respondents must disclose if they directly participated in developing or advising on the specifications, qualifications, or evaluation criteria on which this specific competitive solicitation was based.

Debarment. The Respondent hereby certifies to the best of its knowledge and belief, that it and its proposed team, including their respective principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any governmental agency, including the City;
- In the past five (5) years, have not been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

governmental transaction or contract under a public transaction; a violation of government antitrust statutes; or commission of embezzlement, theft, forgery,

EXHIBIT C: RESPONDENT AFFIRMATIVE REPRESENTATIONS

Page 3 of 3

bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated above; and,
- Within the past five (5) years had one or more public transactions terminated for cause or default.

If any subcontractors are to be used in the performance of the Project, Respondent shall cause such subcontractors to certify as to the same.

Signature and Acknowledgement

Responses to the solicitation are hereby made under the penalties of perjury:

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT D: RESPONDENT ACKNOWLEDGEMENT OF CITY RIGHTS

Page 1 of 2

The City reserves the right to reject any or all Respondents' Submissions received in response to this Solicitation. All work product prepared in response to this Solicitation becomes the property of the City. No Submissions will be returned to Respondents. Receiving or responding to this Solicitation, or participating in the competitive selection process, or subsequent negotiating process, should not be construed as a contract, nor shall it indicate any commitment on the part of the City, or any sponsoring or affiliated organization, for any future action.

The City reserves the right to interview all proposed principals and staff for the project, including partners and consultants, and to approve or reject their participation in the project, at its sole discretion. The City reserves the right to award any combination of services, reject any or all proposals, and/or waive informalities, minor irregularities, inconsequential deviations, and minor variations from specifications in the Submission Package. Without limiting the foregoing, the City reserves the right and options to: reject any or of all the submittals, waive or modify any provisions of the Solicitation, request modifications to the proposed Project Teams, and/or waive errors in the Submission Package. The City reserves the right to request additional information from individuals or all Respondents, issue a subsequent request for proposals, offers, or bids, or take no action, at its discretion.

The City reserves the right to cancel this Solicitation at any time the City deems it to be in its best interest. In no event shall the City have any liability whatsoever for cancellation of the Solicitation before execution of a contract. A Respondent assumes sole risk and responsibility for its expenses before execution of a contract and shall not commence work until receipt of an executed contract.

The City reserves the right, in its sole discretion, to reject at any time any or all responses and Submissions, to withdraw this Solicitation, to negotiate with one or more Respondents, and/or negotiate on terms other than those set forth herein, including parties other than those responding to this Solicitation. The City likewise reserves the right, at any time, to waive compliance with, or change any of the terms and conditions of this Solicitation, or to entertain modifications or additions to selected responses and Submissions. In addition, the City retains the right to, at any time, withdraw portions of the Site from this Solicitation and/or to add tax lots, sites, or buildings.

The City will enter into direct negotiations to the Selected Respondent whose proposal provides the best value as determined by the City.

Any contract or agreement resulting from this Solicitation process shall be awarded to the Respondent the City considers most qualified and whose response to the Solicitation the City determines to be the most advantageous to the City, based on the evaluation factors set forth in the RFEI.

EXHIBIT D: RESPONDENT ACKNOWLEDGEMENT OF CITY RIGHTS

Page 2 of 2

After selection of the successful Respondent, and following contract negotiations, a formal written contract, anticipated to be in the form of Disposition and Development Agreement, which will be prepared by the City and will not be binding until signed by both parties subject to receipt of all applicable approvals. No rights shall accrue to any Respondent by the fact that a response or Submission has been selected by the City for submission to the Governing Body for approval. Said Governing Body has the right to reject any recommendation, and the approval of said Governing Body has the right to reject any recommendation, and the approval of said governing body is necessary before a valid binding contract may be executed by the City.

Respondent, by signing the proposal, does hereby warrant and represent that any ensuing contract or agreement has not been solicited, secured, or prepared directly or indirectly, in a manner contrary to the laws of the State of New Mexico or the City, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the contract or agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any City employee, officer or elected official.

If any subcontractors are to be used in the performance of the Project, Respondent shall cause such subcontractors to certify as to the same.

Signature and Acknowledgement

Responses to the solicitation are hereby made under the penalties of perjury:

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT E: LIVING WAGE ORDINANCE

28-1 - LIVING WAGE.

28-1.1 - Short title.

This section may be cited as the "Living Wage Ordinance".

(Ord. #2002-13, § 1)

28-1.2 - Legislative findings.

The governing body of the city has determined that:

- A. The public welfare, health, safety and prosperity of Santa Fe require wages and benefits sufficient to ensure a decent and healthy life for workers and their families;
- B. Many Santa Fe workers earn wages insufficient to support themselves and their families;
- C. Many Santa Fe workers cannot participate in civic life or pursue educational, cultural, and recreational opportunities because they must work such long hours to meet their households' most basic needs;
- D. Minimum wage laws promote the general welfare, health, safety and prosperity of Santa Fe by ensuring that workers can better support and care for their families through their own efforts and without financial governmental assistance;
- E. The average earnings per job in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) higher than the national average;
- F. Housing costs in Santa Fe are much higher than in most other parts of New Mexico, and low income workers must therefore spend a disproportionate percentage of their income sheltering themselves and their families;
- G. Livable wages also benefit employers and the economy as a whole by improving employee performance, reducing employee turnover, lowering absenteeism, and thereby improving productivity and the quality of the services provided by employees;
- H. When businesses do not pay a livable wage, the community bears the cost in the form of increased demand for taxpayer-funded social services including homeless shelters, soup kitchens and healthcare for the uninsured. Coupled with high real estate values, low wages reduce the ability of low- and moderate-income residents to access affordable housing. As a result, the city has had to invest significant tax dollars to support affordable housing including funding to nonprofit organizations, purchasing land, building infrastructure and waiving fees. In addition, the city has allocated significant tax dollars to operate after school and summer recreation programs and to support nonprofit organizations offering an array of human services and children and youth services, all of which are needed by very low-income residents and their families;
- I. It is in the public interest to require certain employers benefiting from city actions and funding, and from the opportunity to do business in the city, to pay employees a minimum wage, a "living wage", adequate to meet the basic needs of living in Santa Fe;
- J. According to the 2000 Census, approximately twelve and three-tenths percent (12.3%) of the Santa Fe community lives below the poverty level; and

- K. According to the New Mexico department of labor, twenty-three and one-half percent (23.5%) of Santa Feans who are employed in the nongovernmental sector earn hourly wages of ten dollars and fifty cents (\$10.50) per hour or less.
- L. The governing body has reviewed the impact of previous minimum wage increases, relevant studies and other appropriate data, and finds that the city's minimum wage should be upwardly adjusted each year to keep pace with increases in the cost of living.
- M. The governing body has found that limiting coverage of the minimum wage just to businesses with twenty-five (25) or more employees has hindered compliance and has created an uneven playing field among local businesses.

(Ord. #2002-13, § 2; Ord. #2003-8, § 1; Ord. #2007-43, § 1)

28-1.3 - Authority of the city of Santa Fe.

This Living Wage Ordinance is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by Section 3-17-1 et seq. and Section 3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by New Mexico Constitution, Article X §§ 6(D) and 6(E) and the Municipal Charter Act Section 3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of its "Santa Fe Municipal Charter".

(Ord. #2002-13, § 3; Ord. #2003-8, § 2)

28-1.4 - Purpose.

The purposes of this section are:

- A. To have the city of Santa Fe set an example for the public and private sectors by paying its employees a minimum wage adequate to meet the basic needs of living in Santa Fe.
- B. To raise the income of low-income employees of employers who contract with the city, receive grants, subsidies or other benefits from the city or benefit from the opportunity to do business in Santa Fe.

(Ord. #2002-13, § 4; Ord. #2003-8, § 3)

28-1.5 - Minimum wage payment requirements.

A. The following shall pay the minimum wage:

- (1) The city of Santa Fe to all full-time permanent workers employed by the city. However, the provisions of this section are expressly limited by and subject to future union negotiations in compliance with the Fair Labor Standards Act and subsequent appropriations by the governing body in compliance with the Bateman Act;
- (2) Contractors for the city, that have a contract requiring the performance of a service including construction services but excluding purchases of goods, shall pay the minimum wage to their workers and subcontractors performing work under the contract if the total contract amount with the city is, or by way of amendment becomes, equal to or greater than thirty thousand dollars (\$30,000.00); and
- (3) 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 (\$25,000.00) to those employed by such entity for the duration of the city grant or subsidy; and

- (4) Businesses required to have a business license or business registration from the city of Santa Fe and nonprofit organizations shall pay the minimum wage to their workers for all hours worked within the city of Santa Fe that month. For purposes of this paragraph, worker shall not include any person who is related by blood or by marriage to any person who may have or possess any ownership interest in the business that employs them. For purposes of identifying persons entitled to be paid the minimum wage, all individuals employed by or providing work to the business for compensation, whether on a part-time, full-time or temporary basis, during a given month shall be counted as a worker. This definition shall include contingent or contracted workers, and persons made available to work through the services of a temporary service, staffing or employment agency or similar entity. However, interns working for a business for academic credit in connection with a course of study at an accredited school, college or university or persons working for an accredited school, college or university while also attending that school, college or university, or persons working for a business in connection with a court-ordered community service program such as teen court or workers who are in an apprenticeship program in a 501C(3) organization (such as the Santa Fe opera) shall not be counted as a worker for such purposes.
- B. Beginning January 1, 2004, the minimum wage shall be an hourly rate of eight dollars and fifty cents (\$8.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On January 1, 2006, the minimum wage shall be increased to an hourly rate of nine dollars and fifty cents (\$9.50). Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.
- C. For workers who customarily receive more than one hundred dollars (\$100.00) 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 minimum 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.
- D. Nonprofit organizations whose primary source of funds is from Medicaid waivers are exempt.
- E. Staff shall contract for a study or studies to review the impact of changes made to the Living Wage Ordinance approved as Ordinance No. 2007-43 on businesses of less than ten (10) employees and on the student drop-out rate. The study shall be presented to the governing body no later than July 1, 2009.

(Ord. No. 2002-13, § 5; Ord. #2003-8, § 4; Ord. #2005-40; Ord. #2007-43, § 2)

28-1.6 - Prohibitions against retaliation and circumvention.

- A. It shall be unlawful for any employer or employer's agent or representative to take any action against an individual in retaliation for the exercise of or communication of information regarding rights under this section. This section shall also apply to any individual that mistakenly, but in good faith, alleges noncompliance with this section.
- B. Taking adverse action against an individual within sixty (60) days of the individual's assertion of or communication of information regarding rights shall raise a rebuttable presumption of having done so in retaliation for the assertion of rights.
- C. It shall be unlawful for any business or employer to intentionally circumvent the requirements of this section by contracting portions of its operation or leasing portions of its property.

(Ord. #2002-13, § 6; Ord. #2003-8, § 5)

28-1.7 - Reserved.

Editor's note— Former subsection 28-1.7, Compliance Through Collective Bargaining Process, previously codified herein and containing portions of Ordinance No. 2002-13, was repealed in its entirety by Ordinance No. 2004-38.

28-1.8 - Enforcement; remedies.

- A. *Administrative Enforcement.* The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this section. The city manager is authorized to investigate possible violations of this section. Where the city manager, after a proceeding that affords a suspected violator due process, concludes that a violation has occurred, the city manager may issue orders to the employer appropriate to effectuate the complaining person's rights, including but not limited to back pay and reinstatement. The city manager also has the power to order termination of any and all economic benefit derived by any offending party from the city and has the power to revoke the employer's business license or registration.
- B. *Criminal Penalty.* A person violating this section shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this section shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.
- C. *Other Remedies.* The city, any individual aggrieved by a violation of this section, or any entity the members of which have been aggrieved by a violation of this section, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this section and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.
- D. *Nonexclusive Remedies and Penalties.* The remedies provided in this section are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

(Ord. #2002-13, § 8; Ord. #2003-8, § 6)

28-1.9 - Effect.

Nothing in this Living Wage Ordinance shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of New Mexico Constitution, Article II, § 19.

(Ord. #2002-13, § 9)

28-1.10 - Severability.

The requirements and provisions of this section and their parts, subparts and clauses are severable. In the event that any requirement, provision, part, subpart or clause of this section, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the section be enforced to the maximum extent possible consistent with the governing body's purpose of ensuring a living wage for persons covered by the section.

(Ord. #2002-13, § 10; Ord. #2003-8, § 7)

28-1.11 - Notice; posting; and publication.

Any business subject to the provisions of this section shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this section and in particular post the text of subsections 28-1.5, 28-1.6 and 28-1.8 SFCC 1987. Failure to comply with this subsection shall be construed a violation of this section and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license or registration.

(Ord. #2003-8, § 8)

28-1.12 - Living wage review.

The city shall conduct a review of this section on or before July 1, 2005. In conducting said review the governing body may, at its discretion and pursuant to a duly-adopted resolution, appoint an ad hoc committee to advise and assist in making recommendations regarding this section and to investigate the economic and social effects of this section on Santa Fe. The city will contract with an independent third party to develop an evaluation that will generate objective measures on the effect of the Living Wage Ordinance on the health, security, and livelihood of Santa Feans by March 31, 2003. Data necessary for such an evaluation on Santa Fe city businesses will be compiled and presented to the governing body for their review on or before July 1, 2003. In compiling the data, consideration should be given to potential impacts on youth employment and possible recommendations that might prevent unforeseen consequences hurting children in the community.

(Ord. #2003-8, § 9)

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2019 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$11.80
PER HOUR

Santa Fe's Living Wage

Santa Fe Living Wage Ordinance establishes minimum hourly wages.

March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).

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?

City to all full-time permanent workers employed by the City;

Contractors for the City, that have a contract requiring the performance of a substantial amount 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
Non-profit organizations, except for those whose primary source of funds is from the City.

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:

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
