




Michael J. Garcia, Mayor


Memo

Date: June 5, 2026

To: Governing Body, Finance Committee, Public Works & Utilities Committee

Via: Brian Moya, Interim City Manager 
BM

Sam Burnett, Interim Public Works Director 
JOHN BURNETT

Carol Swenson, Public Works Business Operations Manager 
YVONNE SWENSON

From: Melissa McDonald, Parks and Open Space Division Director 
M Mc

Subject: Amendment to Four-Year Event Management Contract for Fourth of July Celebrations

Vendor Name: Kiwanis Club of Santa Fe

Munis Vendor Number: 7890

ACTION:

Request for Approval of Amendment No. 1 to Professional Services Contract #26-0125 with Kiwanis Club of Santa Fe to Increase the Compensation by \$51,179.80 for a New Total Contract Amount of \$936,686.44 over Four Years with No Corresponding Change to the Term of the Agreement. (Melissa McDonald, Parks and Open Space Director: mamcdonald@santafenm.gov)

Committee Review

Public Works and Utilities Committee: June 15, 2026

Finance Committee: June 22, 2026

Governing Body: June 24, 2026

City Council

Alma G. Castro, District 1
Patricia Feghali, District 1

Elizabeth "Liz" Barrett, District 2
Paul C. Bustamante, District 2

Lee Garcia, Mayor Pro Tem, District 3
Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4
Amanda Chavez, District 4

CONTRACT NUMBER:

The FY27 MUNIS contract number is 3260371.

BACKGROUND AND SUMMARY:

The Kiwanis Club of Santa Fe first responded to the RFP for event management services for the City of Santa Fe’s Fourth of July Celebrations in January of 2025. (RFP # 25074). In 2026, the original venue, Santa Fe Place Mall, became unavailable and General Franklin E Miles Park was chosen as the new site. This venue change has caused additional costs—most notably for additional portable toilets, additional security, temporary fencing and light towers.

In addition, the originally envisioned show has been expanded for the 250th anniversary of the Declaration of Independence. The State of New Mexico and Santa Fe County have pledged additional funds to pay for the enhanced semiquincentennial celebration.

	Cost	NMGRT	Total w/ NMGRT
Current Need	\$ 307,307.82	\$ 25,160.83	\$ 332,468.65
Original Hybrid Show per Contract	\$ 179,123.14	\$ 14,665.71	\$ 193,788.85
Increase	\$ 128,184.68	\$ 10,495.12	\$ 138,679.80
County Contribution	-50000		-50000
State Contribution	-37500		-37500
	\$ 40,684.68		\$ 51,179.80

FUNDING SOURCES:

City of Santa Fe Fund Name/Number: Lodgers’ Tax Fund / 213

Munis Org Name/Number: Visit Santa Fe Admin / 2130521

Munis Object Name/Number: Other Consulting / 510340

City of Santa Fe Fund Name/Number: General Fund/ 100

Munis Org Name/Number: Parks Administration / 1004150

Munis Object Name/Number: Professional Services/ 510300

Santa Fe County has pledged \$50,000

The State of New Mexico has pledged \$37,500

Budget Officer/ Designee: Andy Hopkins Date: 06/08/2026

Budget Officer Comment/Exceptions: _____

Chief Procurement Officer/ Designee:  Date: 06/10/2026

Chief Procurement Officer Comment/Exceptions: RFP

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Treasury/Point of Sale Components included? Yes | No

Vehicles included? Yes | No

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Is this an externally funded purchase? Yes | No ERIKA LUJAN
ERIKA LUJAN (Jun 10, 2026 07:58:22 MDT) 06/10/2026

Additional Funding from Santa Fe County, State of New Mexico

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: TBD

ATTACHMENTS:

Amendment No. 1 to Contract #3260371

Fourth of July Cost Increase Request and Justification Worksheet

Original contract packet



CITY OF SANTA FE

CITY OF SANTA FE AMENDMENT No. 1 TO

Contract # 3260371

Original City Clerk Item Number: 26-0125

Kiwanis Club 4th of July Event Management

This AMENDMENT No. 1 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated 04/07/2026 (the "Contract"), between the City of Santa Fe (the "City") and Kiwanis Club of Santa Fe. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

I. RECITALS

- A. Under the terms of the Contract, Contractor has agreed to provide the City with Kiwanis Club 4th of July Event Management.
- B. Pursuant to the Amendment Article 14 of the original Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

II. COMPENSATION

Compensation - Article 3, paragraph A.2., **Hybrid Show**, of the Contract is amended to increase the amount of annual compensation one time from (One hundred seventy-nine thousand one hundred twenty-three dollars and fourteen cents) \$179,123.14 to (Two hundred nineteen thousand eight hundred seven dollars and eighty-two cents) \$219,807.82, This represents an increase of (Forty thousand six hundred eight-four dollars and sixty-eight cents.) \$40,684.68 before New Mexico Gross Receipts Tax.

Article 3, paragraph B reads in its entirety as follows:

B. Payment. The total compensation under this Agreement shall not exceed (Eight hundred fifty-nine thousand one hundred seventy-seven dollars and twenty-four cents) \$859,177.24 excluding New Mexico gross receipts tax (NMGRT). The NMGRT payable to the Contractor shall not exceed (Seventy-eight thousand four hundred eighty-three dollars and fifty-one cents) \$77,509.20. The total compensation under this contract payable to the Contractor including NMGRT shall not exceed (Nine hundred thirty-six thousand six hundred eighty-six dollars and forty-four cents) \$936,686.44. PLEASE NOTE NO

PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services.

III. NOTIFICATION

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

<p><u>To the City:</u> Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909</p>	<p>Parks, Trails, & Watershed klkincade@santafenm.gov 1142-C Siler Road Santa Fe, NM 87505 klkincade@santafenm.gov (505) 637-2112</p>	<p><u>To the Contractor:</u> Kiwanis Club of Santa Fe Raymond Sandoval PO Box 622 Santa Fe, NM 87504 burnhim@burnzozobra.com N/A</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

[The rest of this page is left intentionally blank.]

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

CITY OF SANTA FE:

CONTRACTOR:



MICHAEL GARCIA, MAYOR

RAY SANDOVAL, 4th OF JULY CHAIRMAN

DATE: _____

DATE: Jun 4, 2026

NMBTIN: _____

ATTEST:


GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:


Ruby Crews (Jun 4, 2026 15:33:30 MDT) Jun 4, 2026

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


ANDREA PHILLIPS (Jun 10, 2026 10:17:45 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

KIWANIS CLUB OF SANTA FE

Fourth of July 2026 — America's 250th Semiquincentennial Celebration P.O. Box 622, Santa Fe,
NM 87504

May 27, 2026

Kat

Melissa

Randy

City of Santa Fe — Tourism Santa Fe

Re: Request for \$51,179.80 Contract Amendment (incl. NMGR) — 2026 Fourth of July Celebration (Venue Relocation from Santa Fe Place to Franklin E. Miles Park)

Dear Kat, Melissa, and Randy:

On behalf of the Kiwanis Club of Santa Fe, I am writing to formally request a contract amendment for the 2026 Fourth of July Celebration in the amount of \$40,684.68 before NMGR, or \$51,179.80 inclusive of New Mexico Gross Receipts Tax. I want to be clear at the outset that this request is not for additional fireworks or drone show costs; rather, it is to cover unforeseen infrastructure and safety expenses that have arisen exclusively as a result of the venue relocation from Santa Fe Place to Franklin E. Miles Park.

IV. Background and Justification

When the original Request for Proposal was issued and our contract for \$179,000 was approved by Council, the event was planned for Santa Fe Place. We did not receive notice from the property owner of their intention to construct a hotel on the site until February of this year. There was no way to anticipate the venue change at the time the RFP was developed or when our budget was finalized. The relocation to Franklin E. Miles Park — while ultimately the right decision for the community — has introduced infrastructure requirements that simply did not exist at the original location.

The new costs driving this request fall into four categories:

- 1. Additional porta-potties** requested by the State of New Mexico as a condition of our use of their parking facilities adjacent to Franklin E. Miles Park.
- 2. Additional security** identified through direct conversations with neighbors surrounding the new venue, to address concerns specific to the residential character of the area.
- 3. Temporary orange fencing** to safeguard the State's landscaping and, equally important, to prevent attendees from climbing onto the adobe wall that runs almost the entire length of Camino Carlos Rey from Cerrillos to Siringo. This is a meaningful pedestrian-safety and property-protection concern that did not exist at Santa Fe Place.

4. **Light towers** required to safely illuminate the expanded footprint and parking egress areas at the new venue.

V. **Funding Already Secured**

I want to underscore that we have actively pursued outside funding to mitigate the impact on the City. We are very appreciative to report that Santa Fe County has contributed \$50,000 and the Governor's Office has contributed \$37,500 toward this year's event. To our knowledge, this is the first time either the State or the County has provided financial support for the City's Fourth of July Celebration, and we are deeply grateful for both contributions.

Even with these new funding sources, and after working aggressive discounts with all of our vendors, the venue relocation has left us with a remaining deficit of \$40,684.68 before tax, or \$51,179.80 inclusive of NMGRT. Tourism Santa Fe has the ability to provide that additional funding, but we will need a formal amendment to our existing contract to access it.

VI. **Time Sensitivity**

This request is time-sensitive. If we are able to place deposits now — particularly on porta-potty inventory — we lock in pricing at the current rate. Once fire season is fully underway, vendors will be pulling porta-potty inventory from Ruidoso and other active fire areas, and any combination of inventory scarcity and rising fuel costs will drive premiums significantly higher. Acting now protects both the event budget and the City's investment.

VII. **Summary of Funding and Remaining Gap**

The complete line-item budget — comparing the original Council-approved RFP figures against the revised Franklin E. Miles Park figures, the confirmed outside funding, and the resulting amendment reconciliation inclusive of NMGRT — is presented in the chart on the following page.

Attached for your review are the new line items detailing each cost category, the amounts requested, and the vendor information associated with each.

We respectfully request that Tourism Santa Fe process this \$51,179.80 amendment (inclusive of NMGRT) as expeditiously as possible so that we can finalize vendor commitments and continue our work to deliver a safe, well-resourced, and memorable celebration of America's 250th Semiquincentennial for the people of Santa Fe.

Thank you for your continued partnership and for the support Tourism Santa Fe has shown to this event over the years. Please do not hesitate to contact me directly at (206) 719-9652 or burnhim@burnzobra.com with any questions or to discuss the attached line items in greater detail.

Respectfully,

Raymond G. Sandoval, Esq.
Fourth of July Event Coordinator

Kiwanis Club of Santa Fe
 City of Santa Fe Fourth of July Celebration

Attachment: New Line Items — Venue Relocation Costs (Franklin E. Miles Park) cc: Robert Clifford, President, Kiwanis Club of Santa Fe

2026 FOURTH OF JULY CELEBRATION — RFP vs REVISED BUDGET

Side-by-side line item comparison • City of Santa Fe • Franklin E. Miles Park • July 4, 2026

#	Line Item	RFP Amount	Revised Amount	Justification / Notes
1	Event Management Fee — plan & coordination	\$20,000.00	\$20,000.00	No change from RFP
2	Sound & Lighting Services (audio/visual)	\$16,337.50	\$22,630.07	RFP \$16,337.50 + \$3,743.29 (additional crew, personnel cost increases) + \$2,549.28 (additional fuel for light towers) = \$22,630.07
3	Staging & Site Infrastructure (stages, fencing, barricades, venue setup)	\$3,850.00	\$7,989.58	RFP \$3,850.00 + \$4,139.58 (fencing, barricades, staging, venue setup; park has no existing event infrastructure unlike the Mall) = \$7,989.58
4	Safety Services — safety personnel & equipment	\$12,211.66	\$27,440.15	RFP \$12,211.66 + \$15,228.49 (additional security for surrounding neighborhoods, requested by City leadership) = \$27,440.15
5	Public Facilities — portable toilets, handwash stations	\$4,910.11	\$10,049.69	RFP \$4,910.11 + \$5,139.58 (port-apotties; delivery, hauling, and insurance required since park has no existing infrastructure) = \$10,049.69
6	Entertainment Services — music, DJs, performers	\$1,910.24	\$1,910.24	No change from RFP
7	Display Shows — Fireworks	\$18,500.00	\$44,008.76	RFP \$35,000.00 + \$9,008.76 (tariffs paid by contractor at point of purchase from China; reimbursement contractually obligated) = \$44,008.76
8	Display Shows — Drone	\$100,000.00	\$144,000.00	No change from RFP (drone option selected at \$144,000)
9	Drone Pyro — added scope (City leadership request)	\$0.00	\$22,500.00	Pyrotechnics on drones, added to scope at COVERED BY COUNTY
10	Neighborhood Credential WebBased Pass System (one-time)	\$0.00	\$5,279.33	Additional one-time expense for the credential pass system; will not recur in future years
11	Advertising — marketing & promotion	\$1,000.00	\$1,000.00	No change from RFP
12	Additional / Miscellaneous	\$850.00	\$500.00	No change from RFP
13	Labor (man-hours)	\$0.00	\$0.00	Embedded in contractor costs
14	Overhead	\$0.00	\$0.00	Embedded in contractor costs
GRAND TOTAL		\$179,123.14	\$307,307.82	RFP total per Council-approved contract of record (\$179,123.14)

CONFIRMED FUNDING				
F1	Tourism Santa Fe		\$114,000.00	
F2	Parks		\$106,000.00	
F3	Santa Fe County (secured by Randy)		\$50,000.00	
F4	State / Governor's Office (secured by Ray)		\$37,500.00	
TOTAL CONFIRMED FUNDING			\$307,500.00	

CONTRACT AMENDMENT REQUESTED — TOURISM SANTA FE

<i>NMGRT @ 8.4375%</i>	Amount	NMGRT	Total w/ NMGRT
Current need	\$307,307.82	\$25,160.83	\$332,468.65
Original Hybrid Show contract	\$179,123.14	\$14,665.71	\$193,788.85
Difference (additional need)	\$128,184.68	\$10,495.12	\$138,679.80
Less: Santa Fe County	(\$50,000.00)		(\$50,000.00)
Less: State / Governor's Office	(\$37,500.00)		(\$37,500.00)
NET AMENDMENT REQUESTED	\$40,684.68		\$51,179.80

Fourth of July Memo, amndmt and Justification, Kiwanis sig

Final Audit Report

2026-06-08

Created:	2026-06-05
By:	KATHERINE KINCADE (klkincade@santafenm.gov)
Status:	Approved
Transaction ID:	CBJCHBCAABAHO3nkkAcu6GrDZSJBZiXaakksC0-fWZC
Documents:	Fourth of July Memo, amndmt and Justification, Kiwanis sig.pdf (10 pages)
Number of Documents:	1
Document page count:	10
Number of supporting files:	0
Supporting files page count:	0

"Fourth of July Memo, amndmt and Justification, Kiwanis sig" History

-  Document created by KATHERINE KINCADE (klkincade@santafenm.gov)
2026-06-05 - 10:38:58 PM GMT - IP address: 63.232.20.2
-  Document emailed to Melissa McDonald (mamcdonald@santafenm.gov) for approval
2026-06-05 - 10:40:09 PM GMT
-  Email viewed by Melissa McDonald (mamcdonald@santafenm.gov)
2026-06-05 - 10:40:36 PM GMT - IP address: 73.228.0.63
-  Document approved by Melissa McDonald (mamcdonald@santafenm.gov)
Approval Date: 2026-06-05 - 10:41:35 PM GMT - Time Source: server- IP address: 73.228.0.63 - Signature Appearance Selected: TYPE
-  Document emailed to YVONNE SWENSON (ycswenson@santafenm.gov) for approval
2026-06-05 - 10:41:37 PM GMT
-  Email viewed by YVONNE SWENSON (ycswenson@santafenm.gov)
2026-06-05 - 10:41:42 PM GMT - IP address: 51.54.38.120
-  Document approved by YVONNE SWENSON (ycswenson@santafenm.gov)
Approval Date: 2026-06-05 - 11:17:36 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

 Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for approval


2026-06-05 - 11:17:38 PM GMT

 Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)

2026-06-06 - 3:53:43 PM GMT- IP address: 103.251.27.43

 Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)

2026-06-07 - 11:58:29 PM GMT- IP address: 185.213.193.43

 Document approved by JOHN BURNETT (jsburnett@santafenm.gov)

Approval Date: 2026-06-07 - 11:59:01 PM GMT - Time Source: server- IP address: 185.213.193.43 - Signature Appearance Selected: TYPE

 Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for approval

2026-06-07 - 11:59:03 PM GMT

 Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)

2026-06-08 - 1:32:10 PM GMT- IP address: 153.66.23.157

 Document approved by BRIAN MOYA (bjmoya@santafenm.gov)

Approval Date: 2026-06-08 - 1:32:44 PM GMT - Time Source: server- IP address: 153.66.23.157 - Signature Appearance Selected: MOBILE_TYPE

 Agreement completed.

2026-06-08 - 1:32:44 PM GMT

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

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

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

Contractor shall provide comprehensive event management services for the Fourth of July, (“Contracted Events”) for four (4) years starting from the Effective Date of this contract. Each event may take place at different venues throughout Santa Fe, including Santa Fe Place Mall, the Plaza, Railyard Park, and other locations as designated by the City. Contractor shall perform the following tasks for each event as required:

1. Coordination with City Departments and Stakeholders

Contractor shall coordinate with relevant City departments, including but not limited to the Santa Fe Police Department, Santa Fe Fire Department, any licensed security guards contracted by the City, The City’s Communications Director in the Mayor’s Office for all public messaging and media coordination, the Parks and Open Space Division, Special Events Permitting Section, and the Planning and Land Use Department, as well as any other necessary divisions or entities identified by the City. Additionally, collaborate with commercial sites, local businesses, and other stakeholders in a reasonable effort to ensure seamless operations and safety for each event. Contractor shall hold at least one community engagement meeting no fewer than 21 days prior to each event. The meeting shall be publicly noticed no fewer than 10 days before the meeting, with notice delivered to: (i) Plaza-adjacent businesses and property owners within two blocks of the event footprint; (ii) affected neighborhood associations; and (iii) other stakeholders identified by the City. The

meeting shall communicate the event plan, highlight any changes from prior years (including footprint, schedule, traffic/parking, noise, security, and sanitation), and provide an opportunity to receive and address attendee questions and concerns. The Contractor shall provide the City a brief summary of comments and responses within five business days after the meeting.

2. Event Planning and Execution

Plan, coordinate, and execute all logistical aspects of each event, which may include:

- Hiring contractors for traffic control, sound and lighting services, musical entertainment, staging and tent setup, and safety services.
- Arranging for public facilities such as portable toilets, handwashing stations, and seating areas.
- Developing tailored traffic control plans based on event-specific needs, including the safe management of ingress and egress.
- Organizing fireworks and/or drone displays if applicable. The offeror must provide separate costs for each alternative:
 - **Alternative #1:** Traditional fireworks display.
 - **Alternative #2:** Combined fireworks and drone display.
 - **Alternative #3:** Drone-only display as an alternative to fireworks.

3. Marketing and Promotion

Create and execute a marketing plan tailored to each event, leveraging social media platforms, print media, and radio outlets to maximize community awareness and attendance. Work with local businesses and media outlets to enhance outreach.

4. Sponsorship and Fundraising

Solicit sponsorships and contributions from private sector partners and local businesses to help offset event costs and enhance the event experience. This includes creating and managing relationships with sponsors to secure ongoing support and resources.

5. Budget Management

Develop and maintain a transparent, balanced budget for each event, accounting for all projected revenue sources (including sponsorships and City funds) and expenses. Regularly report on the budget and ensure cost-effective management practices.

- **City Service Contributions**

Each event will include estimated City services to support safety, infrastructure, and logistics. Service hour contributions may vary based on the event type, scale, and location. At least 30 days prior to each event, the Contractor shall communicate the event length, planned components, and anticipated needs to the City's Parks and Open Spaces Director or a person designated by the Director as event liaison for the City to determine what services are required, whether those services are available from the City, and schedule staff as necessary.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to event planning and marketing for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates established under this Agreement and consistent with the event option(s) authorized and funded for each contracted year.

Each year may include funding for any of the following event options, based on available appropriations and the City's annual budget authorization:

1. **Fireworks Show Only** –\$87,123.14 (plus applicable NMGRT)
2. **Hybrid Show (Reduced Fireworks + Drone Show)** –\$179,123.14 (plus applicable NMGRT)
3. **Full Drone Show with Pyrotechnic Effects (No Fireworks)** –\$204,623.14 (plus applicable NMGRT)

Funding for each year and for each selected option is contingent upon annual appropriation and issuance of a valid purchase order. Nothing in this Agreement shall be construed as a guarantee of funding beyond the current fiscal year.

B. Payment. The total compensation under this Agreement shall not exceed (Eight hundred eighteen thousand, four hundred ninety-two dollars and fifty-six cents) \$818,492.56 excluding New Mexico gross receipts tax (NMGRT). The NMGRT payable to the Contractor shall not exceed (sixty-seven thousand fourteen dollars and eight cents) \$67,014.08. The total compensation under this contract payable to the Contractor including NMGRT shall not exceed (Eight hundred eighty-five thousand five hundred six dollars and sixty-four cents) \$885,506.64. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

14. Amendment

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

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

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of **RFP# 25074 - Event Planning and Marketing** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

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

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

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

23. Records and Financial Audit

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

24. Indemnification

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

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

To the City: City of Santa Fe
Public Works Department
Parks and Open Space Division
Attention: Melissa A. McDonald
1142 Siler Road
Santa Fe, NM 87507

To the Contractor: Kiwanis Club of Santa Fe
Attention: Ray Sandoval
P.O. Box 622
Santa Fe, NM 87504

29. Authority

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

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irreparable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided

herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

Michael Garcia

MICHAEL GARCIA, MAYOR

CONTRACTOR:

Ray Sandoval

RAY SANDOVAL, 4TH OF JULY CHAIRMAN

DATE: Mar 3, 2026

NMBTIN#: _____

ATTEST:

[Signature]

CITY CLERK

GB MTG 04/07/2026

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Mar 3, 2026 21:56:51 MST)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Brian Moja

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR



Michael J. Garcia, Mayor

Purchasing Memo

Date: March 13, 2026

To: Governing Body, Finance Committee, and Quality of Life Committee

Via: Sam Burnett, Interim Public Works Director *SB*

Carol Swenson, Public Works Business Operations Manager *CS*

From: Melissa McDonald, Parks and Open Space Division Director *M.Mc*

Subject: Four-Year Event Management Contract for Fourth of July Celebrations

Vendor Name: Kiwanis Club of Santa Fe

Munis Vendor Number: 7890

ACTION:

Request for Approval of a Professional Services Contract with Kiwanis Club of Santa Fe to Produce the City's Fourth of July Celebrations in the Total Amount of \$885,507 through April 15, 2030. (Melissa McDonald, Parks and Open Space Director: mamcdonald@santafenm.gov)

Committee Review

Quality of Life Committee: 04/01/2026

Finance Committee: 04/06/2026

Governing Body: 04/07/2026

CONTRACT NUMBER:

The Munis contract number is 3260371

BACKGROUND AND SUMMARY:

The Parks and Open Space Division of the Department of Public Works issued an RFP for Fourth of July event management services in 2025, and Kiwanis Club of Santa Fe was the successful respondent. This four-year contract is the end product of that process. Kiwanis has managed this event with City of Santa Fe funding for a

City Council

Alma G. Castro, District 1

Elizabeth "Liz" Barrett, District 2

Lee Garcia, Mayor Pro Tem, District 3

Jamie Cassutt, District 4

Patricia Feghali, District 1

Paul C. Bustamante, District 2

Pilar F.H. Faulkner, District 3

Amanda Chavez, District 4

number of years. The contract allows for different show types (fireworks only; fireworks and drone hybrid; and drone only) based on funding availability and Governing Body choice.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund / 100

Munis Org Name/Number: Parks Admin / 1004150

Munis Object Name/Number: Professional Services / 510300

Budget Officer / Designee: Andy Hopkins **Date:** 03/20/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP #25074 Bid Evaluation Committee Report included in Contact Packet;
Commodity Code: 95836

Chief Procurement Officer (CPO)/Designee: JorAnn Levato Montano **Date:** 03/23/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ **Title:** _____

Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ Title: _____
Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____
Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____
Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

- General Services Contract
- Procurement document: RFP
- Horizons Declination
- CPO Service Determination
- Kiwanis of Santa Fe Business License
- Kiwanis Certificate of Insurance

**The City of Santa Fe, Central Purchasing Division
AND
Public Works**

REQUEST FOR PROPOSALS (RFP)

Event Planning and Marketing



RFP# 25074

Proposals are due on: February 5, 2025

I. INTRODUCTION.....	4
A. <i>PURPOSE OF THIS REQUEST FOR PROPOSALS</i>	4
B. <i>PROCUREMENT MANAGER</i>	5
C. <i>PROPOSAL SUBMISSION</i>	6
D. <i>DEFINITION OF TERMINOLOGY</i>	6
E. <i>PROCUREMENT LIBRARY</i>	6
II. CONDITIONS GOVERNING THE PROCUREMENT.....	7
A. SEQUENCE OF EVENTS	7
B. EXPLANATION OF EVENTS.....	7
1. <i>Issue RFP</i>	8
2. <i>Pre-Proposal Meeting</i>	8
3. <i>Deadline for Written Questions</i>	8
4. <i>Responses to Written Questions</i>	8
5. <i>Proposals Due Date</i>	8
6. <i>Interviews</i>	9
7. <i>Identification of Potential Best-Valued Offeror(s)</i>	9
8. <i>First Clarification Meeting</i>	9
9. <i>Final Clarification Meeting</i>	9
10. <i>Best and Final Offers</i>	9
11. <i>Governing Body Approval</i>	10
12. <i>Contract Awards</i>	10
13. <i>Protest Deadline</i>	10
14. <i>Finalize Contractual Agreements</i>	10
C. GENERAL REQUIREMENTS	11
III. RESPONSE FORMAT AND ORGANIZATION	11
A. NUMBER OF RESPONSES.....	11
B. NUMBER OF COPIES.....	11
1. <i>ELECTRONIC SUBMISSION ONLY</i>	11
C. PROPOSAL FORMAT.....	11
IV. EVALUATION	12
DESCRIPTION OF EVALUATION	13
PROJECT REVENUE CONTROLS OF THE BEST VALUE APPROACH (BVA)	15
CLARIFICATION	15
AWARD.....	15
ATTACHMENT LIST – LIST OF ALL ATTACHMENTS INCLUDED IN THE RFP	16
ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST	5
ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM	7
ATTACHMENT C - CONFLICT OF INTEREST STATEMENT	9
ATTACHMENT D - NON-COLLUSION AFFIDAVIT	11
ATTACHMENT E – KEY PERSONNEL LEAD FORM.....	12
ATTACHMENT F - PROJECT COST PROPOSAL FORM	12
ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT.....	14
ATTACHMENT G (1) – SCOPE / LEVEL OF EXPERTISE PLAN (SC/LE).....	14
ATTACHMENT G (2) – VALUE ADDED PLAN (VA)	16

ATTACHMENT H – REFERENCE LIST..... 17
ATTACHMENT I – CLARIFICATION PHASE GUIDE..... 18
ATTACHMENT J – MONTHLY RISK REPORTING SYSTEM GUIDE 21
ATTACHMENT K - DRAFT CONTRACT 22

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Event Planning and Marketing Services.

B. BACKGROUND INFORMATION

The City of Santa Fe hosts a variety of community-centered events throughout the year, including its flagship Independence Day celebration at Santa Fe Place Mall, which draws approximately 41,000 attendees throughout the day. This vibrant Fourth of July event features live music from local bands and DJs, a variety of food trucks, and a grand fireworks display at dark, fostering a festive, family-friendly atmosphere for residents and visitors alike.

Originally intended as a request for proposals (RFP) specific to the Fourth of July celebration, this procurement has been expanded to allow the selected offeror to provide event services for any additional events the City may host throughout the year. This broader scope will enable the City to respond dynamically to community needs and allow for greater continuity and quality across all events, enhancing Santa Fe's position as a premier event destination.

The City seeks a qualified offeror who can deliver comprehensive event services that not only enhance the logistical coordination, safety, and accessibility of each event but also engage neighborhood groups, ensuring clear communication and responsiveness to community needs. Additionally, the offeror will actively solicit event sponsorships and private sector contributions to help offset operational expenses, increase community engagement, and foster pride in each event. Through targeted marketing and sponsorship outreach, the City aims to grow attendance, expand financial support, and elevate its event offerings as cherished community traditions that enrich Santa Fe's cultural landscape.

C. SCOPE OF PROCUREMENT

The City of Santa Fe seeks a qualified offeror to provide comprehensive services for various events throughout the year, starting with the Fourth of July Celebration. Each event may take place at different venues throughout Santa Fe, including Santa Fe Place Mall, the Plaza, Railyard Park, and other locations as designated by the City. Offerors must demonstrate the capacity to fulfill the following tasks for each event as required:

1. Coordination with City Departments and Stakeholders

Coordinate with relevant City departments, including but not limited to Police, Fire, Security, Communications, Parks, Special Events Permits, Land Use, and other necessary divisions. Additionally, collaborate with commercial sites, local businesses, and other stakeholders to ensure seamless operations and safety for each event. Conduct at least one Early Neighborhood Notification (ENN) meeting per event to engage with neighborhood and community groups, addressing concerns and communicating event details.

2. Event Planning and Execution

Plan, coordinate, and execute all logistical aspects of each event, which may include:

- Hiring contractors for traffic control, sound and lighting services, musical entertainment, staging and tent setup, and safety services.
- Arranging for public facilities such as portable toilets, handwashing stations, and seating areas.

- Developing tailored traffic control plans based on event-specific needs, including the safe management of ingress and egress.
 - Organizing fireworks and/or drone displays if applicable. The offeror must provide separate costs for each alternative:
 - **Alternative #1:** Traditional fireworks display.
 - **Alternative #2:** Combined fireworks and drone display.
 - **Alternative #3:** Drone-only display as an alternative to fireworks.
3. **Marketing and Promotion**
 Create and execute a marketing plan tailored to each event, leveraging social media platforms, print media, and radio outlets to maximize community awareness and attendance. Work with local businesses and media outlets to enhance outreach.
4. **Sponsorship and Fundraising**
 Solicit sponsorships and contributions from private sector partners and local businesses to help offset event costs and enhance the event experience. This includes creating and managing relationships with sponsors to secure ongoing support and resources.
5. **Budget Management**
 Develop and maintain a transparent, balanced budget for each event, accounting for all projected revenue sources (including sponsorships and City funds) and expenses. Regularly report on the budget and ensure cost-effective management practices.
6. **City Service Contributions**
 Each event will include estimated City services to support safety, infrastructure, and logistics. Service hour contributions may vary based on the event type, scale, and location. Typical estimates per event include:
- Police: 90 hours
 - Fire Department: 90 hours
 - Parks Department: 60 hours
 - Solid Waste: 4 hours
 - Streets Department: 10 hours
 - Land Use/Enforcement: 16 hours
 - Community Engagement: 8 hours

The contract will result in a single award, and the awarded offeror must be prepared to provide consistent quality service across multiple events, adapting to the unique requirements of each.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

B. PROCUREMENT MANAGER

Parks and Open Space Division has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Name: Phillip Lujan, Procurement Manager
 Telephone: (505) 690-5771

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager **AND** the Central Purchasing Division at the following emails:

Procurement Manager: pmlujan@santafenm.gov

Central Purchasing Division: purchasing_RFP@santafenm.gov

Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Division regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

C. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via upload:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

D. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:



E. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City’s Central Purchasing Division and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates	Times (in Mountain)
Issue RFP	Central Purchasing Division	January 8, 2025	
Pre-Proposal Meeting	Procurement Manager /Potential Offerors	January 15, 2025	
Deadline for Written Questions	Potential Offerors	January 22,2025	5:00 PM
Response to Written Questions	Procurement Manager	January 29, 2025	
Proposals Due Date	Offerors	February 5, 2025	3:00 PM
*Interviews	Potential Offerors	February 12, 2025	
*Identification of Potential Best-Valued Offeror(s)	Evaluation Committee	February 14, 2025	
*First Clarification Meeting	Evaluation Committee/Finalist Offeror(s)	February 26, 2025	
*Final Clarification Meeting	Evaluation Committee/Finalist Offeror(s)	March 12, 2025	
*Best and Final Offers	Offerors	March 12, 2025	
*Governing Body Approval	Governing Body	March 26, 2025	
*Contract Award(s)	Requesting Department	April 2, 2025	

*Dates indicated in after “Proposals Due Date” through “Contract award” are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

The City reserves the right to:

1. Change or extend the due date of the RFP.
2. Revise the RFP document prior to the due date.

Any such revisions will be announced by addenda to registered Potential Offerors and posted in Bid Central. If the City determines that modifications, clarifications, or additions to the RFP are necessary, all registered Offerors will receive the Amendment to the RFP in writing.

1. Issue RFP

This RFP is being issued on behalf of The City Parks and Open Space Division on the date indicated in Section II.A, Sequence of Events.

2. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00 AM MST/MDT via MS Teams. https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDU5NjE0MjQtMTE4My00MzJiLWI4ODktZDI4ZTczZDZDNiZDc4%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%228d3a19bb-3961-4588-8915-1014f4def1c1%22%7d

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Division and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the Pre-Proposal Meeting.

Attendance at this meeting is highly recommended, but not a prerequisite for submission of a proposal.

3. Deadline for Written Questions

Potential Offerors may submit written questions to the Central Purchasing Division and the Procurement Manager as to the intent or clarity of this RFP as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Division and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Responses to Written Questions

Responses to the written questions will be provided on Bid Central, on or before the date indicated in Section II.A, Sequence of Events, and is available for all potential Offerors.

An electronic version of the Questions and Answers will be posted to Bid Central; the link listed in Section, III.B.1.

5. Proposals Due Date

Only electronic proposal submission is allowed.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING DIVISION VIA UPLOAD

Proposals must be submitted electronically through the link in Section III.B.1. Proposals submitted by facsimile will not be accepted.

Bid Central will keep a log of the names of all Offeror organizations that submit proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of proposals shall not be disclosed to competing Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means approved by the City's Governing Body and subsequently signed by the City Mayor.

6. Interviews

Offerors will be required to participate in an interview to evaluate expertise. A notification will be sent to Offerors with meeting details once the Evaluation Committee has conducted their initial review. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead. A second individual may be present (standby) to clarify Pricing Proposal if requested.

7. Identification of Potential Best-Valued Offeror(s)

All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Central Purchasing Division or/and/or the Procurement Manager in conjunction with the Evaluation Committee may contact the Offeror for clarification of the response. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section IV. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, 13-1-117, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section IV will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

8. First Clarification Meeting

The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project.

9. Final Clarification Meeting

The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders must not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.

10. Best and Final Offers

This RFP process will allow for Best and Final Offers (BAFO) from finalist Offerors. Specifically, Offerors should provide their strongest possible pricing in initial proposals, as we expect competitive

submissions upfront. However, we reserve the right to re-open negotiation by requesting BAFO under the schedule outlined in Section II. A, Sequence of Events, or on an accelerated timeline from finalists. The purpose would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer. Finalist Offerors may also amend or clarify their proposal during the Clarification Meeting.

11. Governing Body Approval

Depending on the amount of the total compensation, including any term extensions of the contract, either the City manager will approve and sign the contract, or it will be presented as an agenda item for the appropriate Committee Meetings and then the Governing Body for approval. The mayor signs all contracts presented to the Governing Body.

12. Contract Awards

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

13. Protest Deadline

Any protest by an Offeror pertaining to the solicitation or award must be submitted within 15 days from the notice of solicitation or award and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposals' number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

14. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

C. GENERAL REQUIREMENTS



GENERAL
REQUIREMENTS.doc

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY

Bidders must submit proposals in response to this RFP through the Bid Central link. Only one electronic copy of each part of the proposal (Main and Cost) should be submitted, as outlined below.

Main portion and cost portion of Offeror's proposal **must** be submitted in separate uploads as indicated below in this section and **must** be prominently identified as "Main Proposal," or "Cost Proposal," on the front page of each upload.

ELECTRONIC proposal submissions must be fully submitted on:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx> by the submission deadline in Section II.B. Submissions cannot be password protected and **must be in PDF format**. *The Offeror **must** ensure to allow adequate time for large PDF files (uploads/attachments) in order to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via the submission link by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.*

LATE PROPOSALS MAY NOT BE ACCEPTED

Any proposal that does not adhere to the requirements of **Section III Response, Format and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Offerors shall include the following forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow Offeror Form instructions may result in disqualification.

Attachment	Form	Value
Attachment A	Proposal Cover Page, Declaration & Checklist	Pass/Fail
Attachment B	Campaign Contribution Disclosure Form	Required
Attachment C	Conflict of Interest	Required
Attachment D	Non-Collusion Affidavit	Required
Attachment E	Key Personnel Proposal Form	Pass/Fail
Attachment F	Project Cost Proposal Form	Rated
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format	Pass/Fail
Attachment G1	Scope/Level of Expertise Plan (SC/LE)	Rated
Attachment G2	Value Added Plan (VA)	Rated
Attachment H	Reference List	Pass/Fail

IV. EVALUATION

An Evaluation Committee will evaluate and score the responses to the RFP based on the information provided in each response and committee's evaluation of the offeror's understanding of the objectives of this project. The Pre-Proposal Meeting will be important for vendors to understand what information needs to be included in their proposals.

Proposals will be reviewed based on the four criteria listed below. These points have been evaluated as critical qualifications to the success of the project.

No.	Rating Criteria	% Weighting
1	Scope/Level of Expertise Plan (SC/LE)	35
2	Value Added Plan (VA)	5
3	Cost Proposal	35
4	Interview	25
5	Local Preference	3 or 6*

Description of Evaluation

To ensure that a proposal is complete and addresses all key RFP issues, proposals must adhere to the following format. Proposals shall be organized into the following sections, in the order listed, and inclusive of all requested information:

- a) **Proposal Cover Page, Declaration and Checklist:** Offerors will prepare and submit the Proposal Cover Page, Declaration and Checklist (Attachment A).
- b) **Key Offeror Project Lead.** Using Attachment E, complete the Key Personnel Lead Proposal Form. The offeror shall provide the name of the Primary Project Lead (the personnel must be the person who will be interviewed if shortlisted) that the offeror proposes to execute the project pursuant to a resultant contract.
- c) **Project Cost Proposal Form.** The offeror will prepare and submit a cost proposal and breakout (see Attachment F). Attachment F must be submitted in a separate electronic document from the rest of the proposal. The rest of the proposal shall not include any financial information in regard to the overall project. Any financial information associated with a Value Add (Attachment G2) can be included in that section and will be seen by the Evaluation Committee.
- d) **Project Capability (PC) Submittal.** The Project Capability Submittal has two components: Scope/Level of Expertise Plan (SC/LE), and Value-Added Plan (VA). (See Attachments G, G1 and G2).
 - i. Purpose of PC Submittal
 - i. Assist City in prioritizing Offerors' submittals based on their scope, expertise, and ability to understand and deliver the intended project.
 - ii. Provide high performing offerors the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.
 - ii. PC Submittal Format Requirements
 - i. PC submittal must NOT contain any names that can be used to identify who the offerors are (such as firm names, personnel names, Project names, or product names).
 - ii. A PC proposal template is included in this RFP. This document must be used by all offerors. Offerors are NOT allowed to re-create, re-format, or modify the template in any manner. Offerors must type their responses on the Word template provided.
 - iii. Failure to comply with any of the PC format requirements may result in disqualification.
 - iv. The PC submittal shall not contain any marketing information. The submittal should be used to prove to the City that the offeror has expertise for the specific project being proposed on.
 - v. References used in the PC submittal must be listed in the Attachment H Reference List. The Reference List is not seen by the Evaluation Committee until after PC submittal evaluations are performed.
 - iii. Overview of the Scope/Level of Expertise Plan - The Scope/Level of Expertise Plan is to allow offerors to differentiate themselves based on their technical capability and understanding of the

City's specific needs. It should summarize the metrics that show the offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated with technical capabilities listed in the SC/LE plan must be included in the proposed base project cost (see Attachments F and G1).

- iv. Overview of the Value-Added Section - The purpose of the Value-Added Plan is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the City at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Where applicable, the offeror should identify: 1) what the City may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The offeror should list the cost and time impact of its options or ideas. All cost and revenue impacts associated with these Value-Added options (Attachment G2) must NOT be included in the proposed base Cost (see Attachment F).
- v. Reference List - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List (Attachment H).
- e) Interviews - The offerors will be required to participate in an interview to evaluate expertise. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Project Procurement Schedule. The individual is required to be in person for the interview. A second individual may be present (standby) to clarify Pricing Proposal if requested.
- f) Local Preferences
Percentages will be determined based upon the point-based system outlined below.

To qualify for a local preference, an offeror must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978, Section 13-1-22.

- A. 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 additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- B. 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 3% of the total possible points to a local resident business. The City shall award an additional

3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6% on projects funded by the city.

A. Solicitations above One Million Dollars (\$1,000,000)

- a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
- b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid submitted, if and only if at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

Project Revenue Controls of the Best Value Approach (BVA)

There are two revenue controls in the BVA including:

- a) Best Value Check: After the prioritization of offerors, if the best value Offeror is within 15% of the next best value cost proposal, the best value Offeror will be prioritized first. If not within the range, the best value Offeror will attempt to justify why they should be awarded the contract. If the justification is clear to the Evaluation Committee, they will move into the clarification period.
- b) Selection Check: Before the contract is awarded, an evaluation committee report must be given for the best value Offeror. If the justification is not sufficient, the award may go to the next best value who has met all the requirements of the BV approach. The Selection Check will provide the justification for hiring the highest prioritized Offeror. The Offeror selected for an award will be the one whose proposal is responsive, responsible, and is the most advantageous to City, as determined by the City in its sole discretion.

Clarification

The potential best value Offeror(s) will be required to complete the Clarification Phase as outlined in the Clarification Phase Guide (Attachment I). The intent of this phase is to allow the Offeror(s) an opportunity to clarify their proposal, address any issues or risks, any concerns to be resolved, develop a Monthly Risk Report (Attachment J), and prepare a presentation for the Clarification Meeting.

Award

The City will notify each offeror in writing of the City's decision.

- a) The City reserves the right to reject any or all proposals and to award more than one offeror and to an offeror other than the lowest-priced offeror. The decision of the RFP award(s) by the City is final.
- b) The City at its sole discretion may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.

- c) The City reserves the right to accept or reject without consideration proposals that do not address the full requirements of the RFP or that do not reach the designated address and contact before the proposal due date and time identified.

The final award(s) is/are dependent upon the Offeror's Scope of Work (SOW) being acceptable to the City. Proposals and contents provided by the Offeror will be considered contractual obligations. Any new or unique requirements as a result of the RFP response can be added or amended, at the City's sole option, to the existing agreements. It should be understood that obligations of confidentiality will be an important condition of any resulting contractual arrangement. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence.

All vendor's performance will be tracked by the Department POC through the Monthly Risk Report System (See Attachment J).

ATTACHMENT LIST – List of all attachments included in the RFP

Attachment A	Proposal Cover Page, Declaration & Checklist (Include as cover page in the proposal)
Attachment B	Campaign Contribution Disclosure Form
Attachment C	Conflict of Interest
Attachment D	Non-Collusion Affidavit
Attachment E	Key Personnel Lead Form
Attachment F	Project Cost Proposal Form
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format
Attachment G (1)	Scope / Level of Expertise Plan (SC/LE)
Attachment G (2)	Value-Added Plan (VA)
Attachment H	Reference List
Attachment I	Clarification Phase Guide
Attachment J	Monthly Risk Reporting System Guide
Attachment K	Draft Contract

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror must complete and submit this Attachment. This Attachment shall be the cover page for the Proposal. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

- Attachment A Proposal Cover Page, Declaration & Checklist (Include as cover page in the proposal)
- Attachment B Campaign Contribution Disclosure Form
- Attachment C Conflict of Interest
- Attachment D Non-collusion Affidavit
- Attachment E Key Personnel Lead Form
- Attachment F Project Cost Proposal Form
- Attachment G Project Capability Submittal (LE, RA, VA) Checklist and Format
- Attachment G (1) Level of Expertise (LE) Plan
- Attachment G (2) Value Added (VA) Plan
- Attachment H Reference List

RFP# 25074

Phone Number

Company Name

Mailing Address

FED ID#

City and Country

NMBTIN#

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
Email			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- _____ No subcontractors will be used in the performance of any resultant contract, OR
- _____ The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section IV of this RFP; and
 - I acknowledge receipt of all amendments to this RFP, if any.

_____, 20_____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section 13-1-181 or a contract that is executed may be ratified or terminated pursuant to Section NMSA 1978, Section 13-1-182 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 1978, Section 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any:

Mayor Alan Webber
Councilor Signe Lindell, Pro-tem
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Lee Garcia
Councilor Christopher Rivera
Councilor Amanda Chavez
Councilor Jaime Cassutt

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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

Title (Position)

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign and return with your proposal.

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

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Event and Marketing Manager each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Event and Marketing Manager and known key personnel needs to describe the conflict.

The Event and Marketing Manager agrees that, if after award, an organizational conflict of interest is discovered, the Event and Marketing Manager makes an immediate and full written disclosure to the City that includes a description of the action that the Event and Marketing Manager has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Event and Marketing Manager was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City,

the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Event and Planning contract. For the duration of this firm's involvement in the Event Planning and Market contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Event Planning and Market contract.

I certify that this firm will keep all Event Planning and Marketing contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Event Planning and Marketing contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Event Planning and Marketing contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: _____

Authorized Representative/Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Date: _____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

ATTACHMENT D - NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization’s name) whose address is _____. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

ATTACHMENT E – KEY PERSONNEL LEAD FORM

Offeror Key Personnel Lead: _____

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Total Management Cost for Project: _____

Provide a Total Cost to deliver the requested project, including all of the requirements described in the RFP Scope of Work Overview. The Total Cost should be broken out in two separate methods:

1. A cost breakout by ten project deliverables
2. A cost breakout by project area (Labor and Overhead)
3. Add additional deliverables if needed

Total Cost: _____

#	Deliverable	Cost
1	Event Management Fee - include planning, coordination, execution	\$
2	Sound and Lighting Services – audio/visual and lighting	\$
3	Staging and Tent Services – rental/install of stages, tents, infrastructure	\$
4	Safety Services – safety personnel and equipment	\$
5	Public Facilities – provision for portable toilets, handwash stations, etc.	\$
6	Entertainment Services – music, DJ’s, performers	\$
7	Display Shows – Fireworks	\$
8	Display Shows – Drone	\$
9	Advertising - marketing, promotion, advertising	\$
10	Additional/Misc. - percentage from materials.	\$

Total Cost \$

#	Project Area	Cost
1	Labor (# of Man hours)	\$ ()
2	Overhead	\$

Total Cost \$

ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Offeror must complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 2-page PC Submittal limit. Failing to answer or answering “No” to any of the questions below may result in disqualification.

1. Is your PC Submittal (attachments G1, & G2) a total of 2 pages or less (1 page maximum per document)? Yes No
2. Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is? Yes No
3. Do you understand that you must use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses? Yes No
4. Do you understand that the contents of PC Submittal will become part of the Contract? Yes No
5. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements? Yes No

ATTACHMENT G (1) – SCOPE / LEVEL OF EXPERTISE PLAN (SC/LE)

Offerors must use this template. Offerors should identify their project performance metrics for each of the requirements. They should also put a reference # for the metric that correlates with the number on the Reference list Attachment H. The Offeror can also add additional project performance metrics that they feel differentiates themselves from other offerors. The Offeror **may not change prefilled information or exceed the 1-page limit for this section**. Do NOT include any identifying information in your Scope/Level of Expertise Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment H: Reference List.

***Note: the instructions above and the example in table below may be deleted from this form.**

Requirement	City of Santa Fe	Offeror's Project Performance	Ref #
# of event planning and marketing projects	1		
# of event planning and marketing projects in New Mexico	1		
Average Budget (\$)	\$60K		
Average # of people in attendance	41000		
Average Time at the event (mins)	78		
Average # of sponsorships	1		
Average \$ amount received from sponsorship and fundraising	N/A		
Average Customer Satisfaction	10/10		
Average Cost Deviation (%)	0%		
Average Time Deviation (%)	0%		

Additional Project Performance Criteria	Offerors's Project Performance	Ref #

ATTACHMENT G (2) – VALUE ADDED PLAN (VA)

Offerors must use this template. The Value-Added Plan should identify any **value-added options or ideas that may benefit the City**. The value-added claims should be prioritized (identify the most important claims first). The Offeror may add Value Added Claim rows to the table template, but **do not exceed the 1-page limit for this section**. Do NOT include any identifying information in the Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment H: Reference List. Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

***Note: the instructions above and the example in table below may be deleted from this form.**

#	Value Added	Cost	Delay	Impact	Ref #
0	Relationships with companies that will sponsor the event	-5%	0	Decreased cost by 5%	1
1					
2					
3					

ATTACHMENT H – REFERENCE LIST

Offerors must use this template. The Reference List’s “Ref #” must correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans. All references cited must have their Point of Contact (POC) readily available if follow-up questions or verification of project information and performance is required by City. Any References listed which are not readily available may be considered invalid in the scoring of the Scope / Level of Expertise and Value-Added Plans.

Ref #	Client Name	POC Name	Email	Phone	Project Cost	Duration
0	Client A	POC Name A	A@gmail.com	(###) ### - ####	\$ 1,800,000	1/1/2020 - 5/1/2020
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

ATTACHMENT I – CLARIFICATION PHASE GUIDE

1. OVERVIEW

- a. The Clarification Phase is not a negotiation phase. Offerors will not be permitted to modify their cost/fee/financial rates, project durations, or project team unless the City requests changes. The Clarification Phase is started by the notification of the Prioritized highest scoring Best Value Vendor(s) and ended by the final presentation to the City after all issues have been addressed. If the City is not satisfied during the Clarification Phase, or upon completion of the First Clarification Meeting and Clarification Summary Meetings, the City may consider another Offer for potential award (this Offeror would also have to participate in a Clarification Phase). If the vendor provides all required documents and meets the requirements of the city with the potential Best-Value Offeror, The City may proceed with award(s).
- b. The Clarification Phase is carried out prior to the signing of the contract. The City's objective is to have the products/services maximized without any vendor price increases, and with high customer satisfaction. At the end of the contract period, the City will evaluate the performance of the vendor based on these factors, so it is very important that the Offeror pre-plans the project and utilizes the Monthly Risk Report to mitigate risk.
- c. It is the Offeror's responsibility to ensure they understand the scope of their product/service offering and to clearly identify what they are delivering. It is the Offeror's responsibility to manage and mitigate the risk of their offering. It is the City's responsibility to ensure that it conveys any potential concerns and issues before the contract is signed.
- d. The Clarification Phase provides the Offeror with an opportunity to identify their scope with a detailed specification and a simplified list of their tasks and financial streams. The City has the right to accept or reject this proposal. The City also has the right to identify its perceived risks, concerns, and issues which it will require the Offeror to mitigate and manage. The major deliverables in the Offeror's scope of services in the Clarification Phase include:
 - i. Proposed detailed plan from beginning to end.
 - ii. Integrated cost/time schedule that the BV Offeror will use to track cost/time deviations.
 - iii. Simplified milestone schedule that non-technical stakeholders can follow to track deviations.
 - iv. A Cost Proposal presented in two ways: milestone schedule and major areas.
 - v. If any risk is identified, the Offeror must ensure that meeting minutes identify that the Offeror has a mitigation plan for the perceived risk to their proposed plan.
 - vi. A Monthly Risk Reporting System (MRRS, Attachment F), which will track the implementation or delivery of the service. The service should never be executed without a Purchase Order (PO) and the WRR. The Offeror will be responsible for using the WRR to track the performance of the project, update the WRR, and send all stakeholders a copy of the WRR on a Monthly basis. The WRR shall include updated: 1) cost and schedule status, 2) milestone schedule status, 3) project cost and time deviations, 4) risk mitigation and other performance metrics.

2. PRE-PLANNING AND COORDINATION

- a. Offerors may be required to provide the City with supporting documentation for any information listed in their submittals before entering the Clarification Phase.
- b. The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project. The Offeror is required to perform the following functions as part of, or in preparation for, this Meeting:
 - i. Ensure that the City has invited all its stakeholders and participants to the meeting (including the City, sub-contractors, designer / AE, interested parties, etc.).
 - ii. Present the scope of services (schedule, cost, deliverables, etc.).
 - iii. Identify the City's responsibilities.
 - iv. Propose the Monthly Risk Report (WRR) format.
 - v. Field questions and concerns from City stakeholders.
 - vi. Listen to concerns, issues, and comments from the City stakeholders.
 - vii. Propose a schedule to finalize the Clarification Phase and the contract documents.
- c. Once the First Clarification Meeting is held, and if the City is comfortable with the Offer, the Clarification Phase begins. The Offeror may be required to complete the following:
 - i. Revisit the site/buildings/campus to do any additional investigating.
 - ii. Coordinate with all parties that will be involved with the delivery of products/services.
 - iii. Resolve concerns and issues with mitigating actions. Prepare to summarize resolutions in the final Clarification Phase Summary Presentation meeting.
 - iv. Finalize the Clarification Document (contract, WRR, payment schedule, scope of work).

3. CLARIFICATION DOCUMENT

The final Clarification Document will include the following:

- a. Executive Summary - high level summary of scope documents that clearly addresses what is in scope [being delivered] and what is out of scope for the project.
- b. Finalized scope documents which include details on how the tasks will be completed.
- c. Description of the end deliverable in terms of simplified metrics.
- d. Detailed scope descriptions— A specific breakout of every action required for the Offeror to perform the work. Including all activities required by the Offeror, City and stakeholders to perform the work, inclusive of a detailed schedule and milestone schedule.
- e. Monthly Risk Report format (WRR)
- f. Project financial summary.
 - i. The Offeror's Original Price Proposal.
 - ii. A list of agreed/accepted Value-Added Options (with impact to price)
 - iii. A list of agreed upon Scope Changes or Additional Work with impact to price.
 - iv. A Price Breakout and Payment Schedule.
- g. Project and emergency contact list.
- h. PowerPoint presentation that describes the scope of the project in terms of cost, time, deliverables and how the deliverables acceptance will be decided.

4. FINAL CLARIFICATION MEETING

- a. The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The

final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders must not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.

- b. The Offeror should give a presentation, which walks the City through the entire contract period and summarizes all of the coordination and planning done during the Clarification Phase. The Offeror should bring its team and all the documents specified in the Clarification Document. The Offeror should come with documents explaining what the City is responsible for during the contract period. The Offeror must convince the City that they have minimized or mitigated all risks and will not be surprised once the service/production begins. The Clarification meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents from the Clarification Phase.

ATTACHMENT J – MONTHLY RISK REPORTING SYSTEM GUIDE

Overview

The Monthly Risk Reporting System (MRRS) is a companion to the Quality Control Plan that is created by the best value Offeror during the Clarification Phase. The report serves as a tool for the City in analyzing the performance of the Project based on risk. The MRRS does not substitute or eliminate Monthly progress reports or any other traditional reporting systems (that the Offeror may do).

The purpose of the MRRS is to allow the vendor to document and manage all risks that occur throughout a project. Risk is defined as anything that might impact the project scope, cost, and schedule. This includes risks that are caused by the vendor (or entities subcontracted by the Vendor), and risks that are caused by City (scope changes, unforeseen conditions, etc.). The City's Project Manager may also require the Offeror to document risks that may impact the City satisfaction.

Submission

The Monthly report is an Excel file that must be submitted every week. The report is due every week once the Contract Award is issued, until the Project is 100% complete (and final payment is made). The Excel spreadsheet will be available from the City upon request.

The completed report must be saved using the date and name of the Project given by the City (Format: YYMMDD_Project Name; For example, 'HCM Project' for the week ending Friday, Oct 7, 2021, should be labeled '211007_HCM Project'). Monthly Reports are to be emailed by Monday.

The Monthly risk report consists of reporting the project performance metrics, cost, scope changes or unforeseen events that are risks to the project in terms of scope and cost deviations, or City satisfaction including any risks that could potentially develop into an issue. When a new risk is identified, it is added to the Monthly risk mitigation log.

When a risk has become an issue and causes deviation to project cost, time or quality, it is added to a project deviations log, along with the following: Identification date (date the issue was identified), plan to resolve issue, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

As deviations arise that warrant attention, the vendor should not wait to submit the Monthly risk report. The vendor must contact the City if there are any risks or potential risks identified that are or could be rated at a high level. When a risk is eliminated or the issue is resolved, the actual date of elimination or resolution must be listed.

The City will analyze the reports for accuracy and timeliness. The reports will be used in part by the City to determine the overall final performance rating of the vendor (and its team).

ATTACHMENT K - DRAFT CONTRACT

The draft represents the contract the City intends to use to make an award. The City of Santa Fe reserves the right to modify the contract prior to, or during, the award process, as necessary.

(Draft contract attached as a separate pdf.)

From: [LUJAN, PHILLIP M.](#)
To: [LOVATO, JOANN D.](#)
Cc: [MCDONALD, MELISSA A.](#)
Subject: FW: Horizons Inquiry
Date: Wednesday, November 6, 2024 8:51:41 AM
Attachments: [image001.png](#)
[image001.png](#)

JoAnn,

This is the Horizons Declination for the RFP file.

Phillip M. Lujan

Parks Administrative Manager
505-690-5771

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Tuesday, November 5, 2024 3:56 PM
To: LUJAN, PHILLIP M. <pmlujan@santafenm.gov>
Subject: Re: Horizons Inquiry

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Phillip,

We will respectfully decline this opportunity.

Thank you,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

On Tue, Nov 5, 2024, 2:42 PM LUJAN, PHILLIP M. <pmlujan@santafenm.gov> wrote:

Hello Matt,

SOP from Parks for consideration: Comprehensive services for the City of Santa Fe's Fourth of July Celebration, currently planned at Santa Fe Place Mall, [4250 Cerrillos Road, Santa Fe, NM, 87507](#). The following tasks are required: Coordination with City Departments and Stakeholders, Event Planning and Execution, Marketing and Promotion, Sponsorship and Fundraising, & Budget Management.

Phillip M. Lujan

Parks Administrative Manager
City of Santa Fe
Parks and Open Space Division
505-955-2102 (office)
505-690-5771 (cell)



From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [LOGAN, PHILLIP M.](#)
Cc: [LOVATO, JOANN D.](#); [MCDONALD, MELISSA A.](#); [Joseph kashiwagi](#); [SANCHEZ, KATHY S.](#); [Jacob Kashiwagi](#); [GABALDON, RACHEL D.](#)
Subject: Re: 4th of July RFP - Next Steps
Date: Tuesday, November 5, 2024 2:24:35 PM
Attachments: [image001.png](#)
[image002.png](#)
[image001.png](#)
[image002.png](#)

Hi, this is professional.

Thank you.

Regards,

Travis Dutton-Leyda Chief Procurement
Officer City of Santa Fe
200 Lincoln Avenue Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>



Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: MCDONALD, MELISSA A.
Sent: Friday, October 18, 2024 12:18 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: LUJAN, PHILLIP M. <plujan@santafenm.gov>
Subject: RFP for Kiwanis Club of Santa Fe

Hi Travis,

Thank you for your guidance on procuring these services. The Zozobra event is not included in this contract, and much of the work for that event on our end is managed through the permit process.

Attached and below is the Scope of Work for the Fourth of July Celebration.

Scope of Work

The Contractor shall provide comprehensive services for the City of Santa Fe's Fourth of July Celebration, currently planned at Santa Fe Place Mall, 4250 Cerrillos Road, Santa Fe, NM, 87507. The following tasks are required:

1. Coordination with City Departments and Stakeholders

Coordinate with all relevant City departments, including but not limited to, Police, Fire, Security, Communications Division, Parks, Special Events Permits, Land Use Department, and other necessary divisions. Additionally, collaborate with commercial sites and other stakeholders to ensure smooth operations and safety for the event. Ensure communication and engagement with neighborhood and community groups by conducting at least one community ENN (Early Neighborhood Notification) meeting before the event.

1. Event Planning and Execution

Plan, coordinate, and execute all logistical aspects of the Fourth of July event, including:

- * Hiring contractors for traffic control, sound and lighting services, musical entertainment, tent setup, and safety services.
- * Arranging for portable restrooms, handwashing stations, and other necessary public facilities.
- * Developing a comprehensive traffic control plan, including directing event traffic to utilize the trail access point underneath Rodeo Road for safe egress.

Options for Fireworks Show: Please provide separate costs for each alternative.

- * Alternative #1: Plan and execute a traditional fireworks display.

- * Alternative #2: Plan and execute a combined fireworks and drone display.
- * Alternative #3: Plan and execute a drone-only display as an alternative to fireworks.

1. Marketing and Promotion

Develop and implement a targeted marketing plan to promote the event through social media platforms, print media, and radio outlets to ensure broad community awareness and attendance.

1. Sponsorship and Fundraising

Actively solicit contributions from private sector sponsors and businesses to offset event costs and help cover operational expenses.

1. Budget Management

Produce and maintain a balanced operating budget, reflecting all projected income (including private contributions and city funds) and expenses related to the event. Ensure financial transparency and cost-efficiency in the execution of the event.

Thank you,
Melissa

Melissa McDonald, PLA
Parks and Open Space Division Director
mamcdonald@santafenm.gov
505-303-9502
[Parks and Open Space - 2023 Logo - Print]



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: THE KIWANIS CLUB OF SANTA FE NM
DBA: THE KIWANIS CLUB OF SANTA
FE NM

Business Location: 1401 SANTA CRUZ DR
Santa Fe, New Mexico 87505

CRS Number: 03226802005

Owner:

License Number: 241866

License Type: Business License - Renewable

Issued Date: November 26, 2025

Classification: Business Registration - Standard

Expiration Date: November 26, 2026

Fees Paid: \$35.00

Description: Service Club that operates events in Santa Fe area. Zozobra, Dia de los Muertos, NYE on the Plaza.

THE KIWANIS CLUB OF SANTA FE NM

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290		CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 E-MAIL ADDRESS: kiwaniscert@hylant.com FAX (A/C, No): 317-817-5151	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A : Lexington Insurance Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 731782681 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: District	Y	020744212	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		020744212	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention		020744212	10/1/2025	10/1/2026	All Claims \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
 July 2nd-July 5th, 2026, or any future date(s) during the policy term.
 Fourth of July 2026
 Located @ City of Santa Fe (Franklin Miles Park)
 Kiwanis Club of Santa Fe K00479
 Certificate holder is listed as additional insured per the attached endorsement.
 See Attached...

CERTIFICATE HOLDER	CANCELLATION
City of Santa Fe 200 Lincoln Avenue Santa Fe NM 87501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Hylant - Indianapolis		NAMED INSURED Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Primary and Non-contributory endorsement is attached.
 Waiver of Subrogation endorsement is attached.

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2025

Forms a part of policy no.: 020744212

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to be 'R. B.', is written above a horizontal line.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2024

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

**WAIVER OF SUBROGATION
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



**Authorized Representative OR
Countersignature (In states where applicable)**

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2025

Forms a part of policy no.: 020744212

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

PRIMARY/NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.



**Authorized Representative OR
Countersignature (In states where applicable)**





GB-400-RFP-Fourth_of_July_Memo,_Amndmt_and_Justification,_Kiwanis,_PW,_CM_sigs

Final Audit Report

2026-06-10

Created:	2026-06-08
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAFTIm5f7V7xM9GMUVuz9ORiT9pkvN_Qrx
Documents:	Fourth_of_July_Memo,_Amndmt_and_Justification,_Kiwanis,_PW,_CM_sigs.pdf (12 pages) Kiwanis_2026_4-year_FOJ_signed_contract_no_attachments.pdf (61 pages)
Number of Documents:	2
Document page count:	73
Number of supporting files:	0
Supporting files page count:	0


"GB-400-RFP-Fourth_of_July_Memo,_Amndmt_and_Justification,_Kiwanis,_PW,_CM_sigs" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-06-08 - 5:52:36 PM GMT- IP address: 63.232.20.2
-  Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-06-08 - 5:57:06 PM GMT
-  Form filled by ALYSSA PEREZ (aeperez@santafenm.gov)
Form filling Date: 2026-06-08 - 5:57:20 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE
-  Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-06-08 - 5:57:42 PM GMT
-  Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-06-08 - 8:04:52 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-06-08 - 8:07:47 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2026-06-08 - 8:08:11 PM GMT




 Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)

Signature Date: 2026-06-10 - 1:58:22 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

 Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign

2026-06-10 - 1:58:43 PM GMT

 Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2026-06-10 - 3:03:32 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

 Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature

2026-06-10 - 3:03:56 PM GMT

 Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)

2026-06-10 - 4:17:12 PM GMT- IP address: 104.47.65.254

 Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)

Signature Date: 2026-06-10 - 4:17:45 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

 Agreement completed.

2026-06-10 - 4:17:45 PM GMT