

The Purchasing Memo

Date: January 13, 2026

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

Economic Development Advisory Committee

From: Noah Tamas-Parris *NTP*

Via: Johanna Nelson, Director of the Office of Economic Development *JN*

Subject: Business Incubator Contract

Vendor Name: Santa Fe Business Incubator

Munis Vendor Number: 1783

ITEM AND ISSUE:

The Office of Economic Development respectfully requests your review and approval of a Professional Services Contract in the total amount of \$600,000 – not to exceed or excluding tax for Business Incubation Services for a term of 3 years with the Santa Fe Business Incubator.

CONTRACT NUMBER:

The FY26 Munis contract number is TBD.

BACKGROUND AND SUMMARY:

The City's Economic Development Plan (the Angelou Plan), adopted in 2004, set a key goal of diversifying Santa Fe's economy. In 2012, a strategic update was completed through the City Business and Quality of Life Committee. The update focuses on entrepreneurship and business retention and expansion as a means of strengthening local business and the local economy. In December 2020 a 'Small Business Services' Invitation to Bid (ITB 21/21/B) was issued to achieve the goals of the economic development plan and implementation strategy that focused on business development/entrepreneurship. This resulted in a contract, to support business incubation, a program which assisted early-stage businesses to launch, grow, and prosper in Santa Fe. These services have been instrumental in strengthening the local economy by supporting entrepreneurs through access to office and biolab space, business training, strategic connections, and opportunities for investment and financing. The OED is now soliciting proposals from qualified offerors to provide business incubation services, including training, mentoring, coaching, workshops, and connections to capital sources.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Economic Development/212

Munis Org Name/Number: Economic Development/2122800

Munis Object Name/Number: Professional Services/510300

Budget Officer / Designee: Andy Hopkins **Date:** 01/14/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

A Request for Proposals(RFP #26023) was issued on September 3rd, 2025, with proposals due on September 25th, 2025.

Chief Procurement Officer (CPO)/Designee: Johann Louste Montano **Date:** 01/15/2026

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:

Contract


Procurement document: RFP

Vendor's Bid (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)

CPO Service Determination Email

Certificate of Liability Insurance (COI)

Horizons Declination


Johanna Nelson (Jan 14, 2026 10:10:57 MST)

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

Business Incubation Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Santa Fe Business Incubator**, 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 Contract is in accordance with the provisions of NMSA 1978, Sections 13-1-28 through 13-1-199 pursuant to NMSA 1978, section 13-1-NMSA 1978, Section 13-1-111, RFP; 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 Contract; 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 the following services (along with any additional services identified during the RFP process) for the City of Santa Fe:

(A) Business Incubation Services

The Contractor shall provide business incubation services and entrepreneurial support to local early-stage businesses. These services shall include and are not limited to:

1. **Facilities and Infrastructure:**
 - a. Provision of physical office space, meeting rooms, and access to internet and telecommunications services for client companies;
 - b. Maintenance of a professional and secure work environment, including reception and administrative support.
2. **Advisory Services:**
 - c. Ongoing business mentorship, coaching, and technical assistance;
 - d. Referrals to outside resources for specialized support including legal, financial, and marketing services.
3. **Training and Workshops:**
 - e. Regular training sessions, workshops, and seminars for client companies and the broader entrepreneurial community.

4. **Networking and Community Building:**
 - f. Facilitation of peer-to-peer learning and networking opportunities;
 - g. Organization of events to foster community among entrepreneurs and connect them with investors and service providers.
5. **Reporting and Collaboration with the City:**
 - h. The Contractor shall collaborate with the City’s Office of Economic Development (OED) to develop a standardized reporting format. At a minimum, reports shall include both quantitative and qualitative metrics such as:
 - Number of businesses served
 - Jobs created or retained
 - Capital raised by client companies
 - Business graduations or exits from the incubator
 - Demographic breakdowns of participants
 - Current company occupancy and space utilization
 - Contributions to the broader entrepreneurial ecosystem
 - i. Reports may also include success stories, challenges encountered, and steps taken to improve program performance.
 - j. The Contractor shall submit **quarterly reports** to the City detailing client activities, program outcomes, and progress toward stated objectives.
 - k. In addition, the Contractor shall participate in **regular coordination meetings** or calls with OED to ensure alignment with the City’s economic development goals and to support collaborative planning and implementation.
6. **Graduation and Exit Criteria**
 - l. The Contractor shall define and implement clear, measurable guidelines for client companies to successfully graduate from the incubator. Criteria may include, but are not limited to:
 - i. Revenue thresholds
 - ii. Number of employees
 - iii. Length of time in the program
 - iv. Capital raised
 - v. Progress toward their goal
 - vi. Client needs for additional or specialized space
 - v. Operational independence or market traction

The Contractor shall:

 - i. Provide quarterly verbal updates on companies’ progress toward graduation.
 - ii. Notify the City in writing when a company graduates or exits the program.
 - iii. Provide transition planning support to help companies prepare for post-incubator success.
 - iv. Maintain reasonable alumni tracking and engagement to measure long-term impact and promote ecosystem connectivity.
7. **Sector-Specific Business Support**
 - n. The Contractor shall work with the City to identify targeted industry sectors —such as biosciences, clean energy, technology, and creative industries and provide support. This assistance may include:
 - i. Sector-specific mentorship and coaching.
 - ii. Access to specialized facilities, equipment, or technical advisors.
 - iii. Industry-relevant training, programming, or networking opportunities.
 - iv. Matchmaking with potential partners, funders, or collaborators.

- o. The Contractor shall coordinate with the City to ensure these efforts are aligned with regional economic development priorities and sector-specific strategies and shall adjust services as possible to respond to emerging industry needs or opportunities.

8. Capital Access Support

- p. The Contractor shall assist client companies in identifying and securing funding opportunities, including grants, loans, and private investment. Support services may include:
 - i. Investor matchmaking and introductions
 - ii. Pitch coaching and preparation
 - iii. Strategic guidance on fundraising approaches
 - iv. Connections to financial institutions and capital networks
- q. The Contractor shall actively maintain relationships with a diverse range of capital providers and report quarterly on types of capital raised by client companies.

(B) Bioscience Lab Access

- Contractor shall maintain access to lab space and specialized facilities to support bioscience companies and entrepreneurs, including but not limited to shared-use lab equipment, proper safety and compliance protocols, and trained staff or consultants for lab oversight.

(C) Community Engagement

- Contractor shall conduct outreach and engagement efforts to provide services that are accessible to diverse communities. Materials and programming shall be offered in English and Spanish as possible with additional partner support.

(D) Program Innovation and Continuous Improvement

- Contractor shall regularly evaluate and refine service offerings to ensure alignment with emerging trends, entrepreneur needs, and local economic development goals. This includes staying informed of best practices in business incubation, adopting new tools or methodologies as appropriate, and incorporating feedback from participants and partners.
- Contractor shall describe innovation efforts in quarterly reports and identify any pilot programs or enhancements planned.

(E) Communications and Storytelling

- Contractor shall support communications efforts that promote the incubator's impact, highlight client success stories, and raise awareness of available services. This may include but is not limited to co-branded materials with the City, social media updates, event promotion, and participation in City-led storytelling initiatives.
- Contractor shall submit at least one success story or spotlight per quarter for use in public communications and reporting.

(F) Collaboration

- Contractor may partner or collaborate with other organizations to deliver specialized services, extend program reach, or enhance participant outcomes.
- Contractor shall notify the City of any formal collaboration arrangements and provide an overview of partner roles in quarterly reports. The City encourages collaboration with other entrepreneur support organizations and service providers to maximize collective impact.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Business Incubation Services for the City, as set forth in this Contract. 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. Payment. The City shall compensate the Contractor as follows:

For the services described in the scope of work, the City agrees pay the Contractor	\$ 554,592.72
The services in the contract include GRT. The GRT on this contract at 8.1875% equals	+ \$ 45,407.28
The total compensation for the contract including GRT is	= \$ 600,000.00

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY.

This Contract shall terminate three (3) years from the date of final signature unless terminated pursuant to Paragraph 5 (Termination) or Paragraph 6 (Appropriations). A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. Termination

A. Grounds. The City may terminate this Contract 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 Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

- i) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- ii) 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 Contract 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.
- iii) Notwithstanding the foregoing, this Contract 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 Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 6, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. 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 CONTRACT.*

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, NMSA 1978, Chapter 10, Article 16.
- 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 Contract 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 Contract, 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 Contract, 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 Contract, and the related Exhibits and Schedules, the statements in the body of this Contract 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 the **RFP 26023 Business Incubation Services** 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 as 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. **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.

C. 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, NMSA 1978, Section 41-4-1, et. seq., 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: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Department Contact: Eric Renz-Whitmore Economic Development Specialist 123 E. Marcy Street Santa Fe, NM 87501 edrenzwhitmore@santafenm.gov 505-819-1846	To the Contractor: Santa Fe Business Incubator Marie Longserre 3900 Paseo del Sol Santa Fe, NM 87507 mariel@sfbi.net 505-424-1140
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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 Contract, 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 Contract and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable 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 Contract 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 Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract 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 Contract.

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

**The City of Santa Fe (City), Central Purchasing Division (CPD)
AND
Office of Economic Development (OED)**

REQUEST FOR PROPOSALS (RFP)

Business Incubation Services



**RFP#
26023**

I. INTRODUCTION	3
A. PURPOSE OF THIS RFP.....	3
B. BACKGROUND INFORMATION	3
C. SCOPE OF PROCUREMENT	3
D. PROCUREMENT MANAGER.....	6
E. PROPOSAL SUBMISSION	6
F. DEFINITION OF TERMINOLOGY.....	7
G. PROCUREMENT LIBRARY.....	10
II. CONDITIONS GOVERNING THE PROCUREMENT.....	11
A. SEQUENCE OF EVENTS	11
B. EXPLANATION OF EVENTS.....	11
1. Issue RFP	12
2. Pre-Proposal Meeting	12
3. Deadline for Written Questions	12
4. Responses to Written Questions	12
Proposals Due Date	12
5. Blind Evaluation	13
6. Interviews.....	13
7. Identification of Potential Best-Valued Offeror At this point, proposals have been evaluated for compliance and scored based on the criteria outlined in this RFP. Following this evaluation, the highest-ranked Offerors were invited to participate in interviews.	13
8. First Clarification Meeting	13
9. Final Clarification Meeting.....	14
10. Best and Final Offers.....	14
11. Governing Body Approval	14
12. Contract Award.....	14
13. Protest Deadline.....	14
14. Finalize Contract	15
C. GENERAL REQUIREMENTS	15
III. RESPONSE FORMAT AND ORGANIZATION	15
A. NUMBER OF RESPONSES.....	15
B. PROPOSAL FORMAT.....	16
IV. EVALUATION.....	16
A. DESCRIPTION OF EVALUATION	17
B. PROJECT REVENUE CONTROLS OF THE BEST VALUE APPROACH (BVA)	20
C. CLARIFICATION.....	20
D. AWARD	20
ATTACHMENT LIST – LIST OF ALL ATTACHMENTS INCLUDED IN THE RFP	21
ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST	5
ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM	7
ATTACHMENT C - CONFLICT OF INTEREST STATEMENT.....	10
ATTACHMENT D - NON-COLLUSION AFFIDAVIT	12
ATTACHMENT E - PROJECT COST PROPOSAL FORM	13
ATTACHMENT F – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT	14

ATTACHMENT F (1) – SCOPE/LEVEL OF EXPERTISE PLAN (SC/LE) 15
ATTACHMENT F (2) – VALUE ADDED PLAN (VA)..... 17
ATTACHMENT G – REFERENCE LIST..... 18
ATTACHMENT H – CLARIFICATION PHASE GUIDE 19
ATTACHMENT I – WEEKLY RISK REPORTING SYSTEM GUIDE..... 22
ATTACHMENT J - DRAFT CONTRACT..... 23

I. INTRODUCTION

A. PURPOSE OF THIS RFP

The purpose of the RFP is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of business incubation programs and services that serve local business startups and target growth industries.

B. BACKGROUND INFORMATION

The City’s Economic Development Plan (the Angelou Plan), adopted in 2004, set a key goal of diversifying Santa Fe's economy. In 2012, a strategic update was completed through the City Business and Quality of Life Committee. The update focuses on entrepreneurship and business retention and expansion as a means of strengthening local business and the local economy. In December 2020 a 'Small Business Services' Invitation to Bid (ITB 21/21/B) was issued to achieve the goals of the economic development plan and implementation strategy that focused on business development/entrepreneurship. This resulted in a contract, to support business incubation, a program which assisted early-stage businesses to launch, grow, and prosper in Santa Fe.

These services have been instrumental in strengthening the local economy by supporting entrepreneurs through access to office and biolab space, business training, strategic connections, and opportunities for investment and financing. The OED is now soliciting proposals from qualified offerors to provide business incubation services, including training, mentoring, coaching, workshops, and connections to capital sources.

C. SCOPE OF PROCUREMENT

The Contractor shall provide business incubation services and entrepreneurial support to local early-stage businesses for the City. These services shall include and are not limited to:

1. Facilities and Infrastructure:

- Provision of physical office space, meeting rooms, and access to internet and telecommunications services for client companies;
- Maintenance of a professional and secure work environment, including reception and administrative support.

2. Advisory Services:

- Ongoing business mentorship, coaching, and technical assistance;

- Referrals to outside resources for specialized support including legal, financial, and marketing services.

3. **Training and Workshops:**

- Regular training sessions, workshops, and seminars for client companies and the broader entrepreneurial community.

4. **Networking and Community Building:**

- Facilitation of peer-to-peer learning and networking opportunities;
- Organization of events to foster community among entrepreneurs and connect them with investors and service providers.

5. **Reporting and Collaboration with the City:**

- The Contractor shall collaborate with the City's Office of Economic Development (OED) to develop a standardized reporting format. At a minimum, reports shall include both quantitative and qualitative metrics such as:
 - Number of businesses served
 - Jobs created or retained
 - Capital raised by client companies
 - Business graduations or exits from the incubator
 - Demographic breakdowns of participants
 - Current company occupancy and space utilization
 - Contributions to the broader entrepreneurial ecosystem
- Reports may also include success stories, challenges encountered, and steps taken to improve program performance.
- The Contractor shall submit **quarterly reports** to the City detailing client activities, program outcomes, and progress toward stated objectives.
- In addition, the Contractor shall participate in **regular coordination meetings** or calls with OED to ensure alignment with the City's economic development goals and to support collaborative planning and implementation.

6. **Graduation and Exit Criteria**

- The Contractor shall define and implement clear, measurable criteria for client companies to successfully graduate from the incubator. Criteria may include, but are not limited to:
 - Revenue thresholds
 - Number of employees
 - Length of time in the program
 - Capital raised
 - Operational independence or market traction
 - The Contractor shall:
 - Monitor and report each company's progress toward graduation on a regular basis
 - Notify the City in writing when a company meets graduation criteria or exits the program

- Provide transition planning support to help companies prepare for post-incubator success
- Maintain reasonable alumni tracking and engagement to measure long-term impact and promote ecosystem connectivity

7. Sector-Specific Business Support

- The Contractor shall work with the City to identify targeted industry sectors —such as biosciences, clean energy, technology, and creative industries and provide support. This assistance may include:
 - Sector-specific mentorship and coaching
 - Access to specialized facilities, equipment, or technical advisors
 - Industry-relevant training, programming, or networking opportunities
 - Matchmaking with potential partners, funders, or collaborators
- The Contractor shall coordinate with the City to ensure these efforts are aligned with regional economic development priorities and sector-specific strategies, and shall adjust services as needed to respond to emerging industry needs or opportunities.

8. Capital Access Support

- The Contractor shall assist client companies in identifying and securing funding opportunities, including grants, loans, and private investment. Support services may include:
 - Investor matchmaking and introductions
 - Pitch coaching and preparation
 - Strategic guidance on fundraising approaches
 - Connections to financial institutions and capital networks
- The Contractor shall actively maintain relationships with a diverse range of capital providers and report quarterly on capital raised by client companies, including the type and source of funding secured.

9. Bioscience Lab Access

- Contractor shall maintain access to lab space and specialized facilities to support bioscience companies and entrepreneurs, including but not limited to shared-use lab equipment, proper safety and compliance protocols, and trained staff or consultants for lab oversight.

10. Community Engagement

- Contractor shall conduct outreach and engagement efforts to ensure services are accessible to diverse communities, including underrepresented entrepreneurs. Materials and programming shall be offered in English and Spanish as appropriate.

11. Program Innovation and Continuous Improvement

- Contractor shall regularly evaluate and refine service offerings to ensure alignment with emerging trends, entrepreneur needs, and local economic development goals. This includes staying informed of best practices in business incubation, adopting new tools or methodologies as appropriate, and incorporating feedback from participants and partners.
- Contractor shall describe innovation efforts in quarterly reports and identify any pilot programs or enhancements planned.

12. Communications and Storytelling

- Contractor shall support communications efforts that promote the incubator’s impact, highlight client success stories, and raise awareness of available services. This may include but is not limited to co-branded materials with the City, social media updates, event promotion, and participation in City-led storytelling initiatives.
- Contractor shall submit at least one success story or spotlight per quarter for use in public communications and reporting.

13. Collaboration

- Contractor may partner or collaborate with other organizations to deliver specialized services, extend program reach, or enhance participant outcomes.
- Contractor shall notify the City of any formal collaboration arrangements and provide an overview of partner roles in quarterly reports. The City encourages collaboration with other entrepreneur support organizations and service providers to maximize collective impact.

This procurement will result in one Contract between two parties; which may ONLY be used by those two parties exclusively.

D. PROCUREMENT MANAGER

The Office of Economic Development 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: Eric Renz-Whitmore, Procurement Manager
Telephone: (505) 955-6844

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

Procurement Manager: Eric Renz Whitmore edrenzwhitmore@santafenm.gov
CPD: purchasing_RFP@santafenm.gov

Offerors may contact **ONLY** the Procurement Manager and the CPD regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager. Do not contact the Procurement Manager after the Proposals’ due date.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager.** As a Protest Manager has been named in this RFP, 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 RFP. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via upload:
<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

and
opengov.com

F. DEFINITION OF TERMINOLOGY

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

1. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
2. “**Award**” means the final execution of the contract document.
3. “**Bid Central**” means the Bid Module in Munis Vendor Self Service. This is the City of Santa Fe’s eProcurement system.
4. “**Business Hours**” means the normal business hours of the Requesting department; 8:00 AM through 5:00 PM Mountain Standard or Daylight Time, whichever is in effect on the date given.
5. “**Central Purchasing Division/Office or CPD**” means the office responsible for the control of procurement of items of tangible personal property, services, or construction.
6. “**Chief Procurement Officer**” means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services, or construction.
7. “**City**” means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.
8. “**Close of Business**” means the normal close of business of the Requesting Department; 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
9. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, Sections 57-3-A-1 through 57-3A-7. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
10. “**Contract**” means any agreement for the procurement of items of tangible personal property, services, or construction.
11. “**Contractor**” means any business having a contract with the City of Santa Fe.
12. “**Department**” means the Requesting Department sponsoring this Procurement.

13. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
14. “**Desirable**” the terms “may,” “can,” “should,” “preferably,” or “prefers”, identify a desirable or discretionary item or factor.
15. “**Electronic Submission**” means a successful submittal of Offeror’s proposal.
16. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices.
17. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
18. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
19. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
20. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
21. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
22. “**IT**” means Information Technology.
23. “**Living Wage**” means the minimum hourly wage necessary for a person to achieve a higher standard of living.
24. “**Mandatory**” the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
25. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
26. “**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
27. “**Offeror**” means any person, corporation, or partnership who chooses to submit a proposal.

28. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to the City of Santa Fe, a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
29. **“Procurement Manager”** means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s).
30. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.
31. **“Request for Proposals (RFP)”** means a formal solicitation issued by the City of Santa Fe to invite vendors or service providers to submit competitive proposals for specific projects, products, or services. It includes all documents, including those attached or incorporated by reference, that outline the scope of work, technical & functional requirements, submission guidelines, timelines, evaluation criteria, and applicable legal terms in accordance with state statute, city ordinances, and procurement policies. RFPs are used to ensure transparency, encourage competition, and secure the most advantageous solution to support the City's goals and serve its residents effectively.
32. **“Requesting Department”** means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.
33. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
34. **“Responsive Offeror”** means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity, or delivery requirements.
35. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents have been completely and successfully uploaded into the Bid Central prior to the submission deadline stated in this RFP.
36. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
37. **“State (the State)”** means the State of New Mexico.
38. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. 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>

opengov.com

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates	Times (in Mountain)
Issue RFP	CPD	September 3, 2025	
Pre-Proposal Meeting	Procurement Manager /Potential Offerors	September 15, 2025	1:00 PM
Deadline for Written Questions	Potential Offerors	September 17, 2025	5:00 PM
Response to Written Questions	Procurement Manager	September 19, 2025	5:00 PM
Proposals Due Date	Offerors	September 25, 2025	3:00 PM
*Blind Evaluation	Evaluation Committee	September 29, 2025	
*Interviews	Evaluation Committee and Offerors	October 1, 2025	
*Identification of Potential Best-Valued Offeror	Evaluation Committee	October 3, 2025	
*First Clarification Meeting	Evaluation Committee and Finalist Offeror	October 8, 2025	
*Final Clarification Meeting	Evaluation Committee and Finalist Offeror	October 14, 2025	
*Best and Final Offer	Offeror	October 17, 2025	
*Governing Body Approval	Governing Body	October 29, 2025	
*Contract Award	CM or Mayor’s Signature	November 5, 2025	

* Dates indicated 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.

The City reserves the right to:

1. Change or extend the Proposals Due Date.
2. Revise the RFP document prior to the due date.

The city will process addenda if it is determined that modifications, clarifications, or additions to the RFP are necessary. Addenda will be announced via email to registered Potential Offerors that have selected the corresponding commodity codes used for this event.

1. Issue RFP

This RFP is being issued on behalf of The City Office of Economic Development on the date indicated in the Sequence of Events.

2. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in the Sequence of Events, via Microsoft Teams. https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzY1ZWewN2UtMTUyYy00ZTAwLWEyN2UtZDE3ZWY4ZTNiOWJm%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%2262472c6e-caea-48fd-9a61-c3c3624f6037%22%7d

Meeting ID: 273 257 253 805 1

Passcode: N6x84Av2

Potential Offerors are encouraged to submit written questions in advance of the conference to the CPD and the Procurement Manager. 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 the Sequence of Events. A public log will be kept of the names of potential Offerors 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 CPD and the Procurement Manager as to the intent or clarity of this RFP as indicated in the Sequence of Events. All written questions must be addressed to the CPD and the Procurement Manager. 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](#) and [OpenGov](#), on or before the date indicated in the Sequence of Events, and is available for all potential Offerors.

Proposals Due Date

Proposals must be uploaded and submitted in [BID Central](#) or [OpenGov](#) before the deadline indicated in the Sequence of Events to be considered for review and evaluation.

All proposals must be submitted electronically through the designated upload link provided in the Response Format and Organization section. Proposals submitted by any other method will not be accepted.

Bid Central and OpenGov will maintain a log of all submitting organizations. In accordance with NMSA 1978, Section 13-1-116, the contents of proposals remain confidential and will not be disclosed to competing Offerors during the negotiation process.

The negotiation process remains in effect until the contract is awarded.

For the purposes of this RFP, awarded means the contract has been approved by the City's Governing Body and subsequently signed by the City Mayor.

5. Blind Evaluation

The City will establish an Evaluation Committee (EC) to evaluate proposals in accordance with the timeline outlined in the Sequence of Events or as soon as feasible. The EC will evaluate proposals based on the criteria specified in the Evaluation section of this RFP, using the metrics presented in each proposal and aligning them with the City's needs, as detailed in the City Sample columns of the G Attachments.

To ensure impartiality, the CPD will anonymize proposals by assigning each proposal a letter before forwarding them to the Procurement Manager and EC. Each Evaluation Factor will be scored on a scale of 1, 5, or 10. The scores will then be averaged and converted according to the assigned values for each Evaluation Factor.

6. Interviews

Offerors may 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 At this point, proposals have been evaluated for compliance and scored based on the criteria outlined in this RFP. Following this evaluation, the highest-ranked Offerors were invited to participate in interviews.

After the interview process, the Evaluation Committee, Procurement Manager, and Assigned CPD Buyer will continue to verify the validity of the proposal based on information provided during interviews and by conducting reference checks. The City will contact references to assess Offerors past performance, reliability, and ability to meet contract requirements. Finalist Offerors may also be contacted for further clarification as needed.

In accordance with NMSA 1978, Section 13-1-117, the responsible Offeror whose proposal is determined to be most advantageous to the City—considering the Evaluation Factors in this RFP—will be recommended for award. Depending on the proposals received and the City's needs, the City may choose to award a contract to one or contracts to multiple Offerors. However, a serious deficiency in any evaluation factor may result in disqualification, regardless of the overall score.

8. First Clarification Meeting

The City may require 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 can start to ask questions before the meeting. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the Sequence of Events.

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 the 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 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 and approved by the Governing Body.

12. Contract Award

The award is subject to the CPD, Department, and City Manager/Governing Body approval. The Contractor must not commence work until the Department issues a Purchase Order.

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, Sections 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this RFP, 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 RFP. 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 RFP 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 Contract

After approval of the Evaluation Committee Report, the City will make every effort to award the contract by the deadline set forth in the Sequence of Events. Any contract resulting from this RFP will be finalized with the most advantageous Offeror, considering the evaluation factors outlined in this RFP and the best interests of the City, as defined in the Scope of Procurement section. The most advantageous proposal may or may not have received the highest point total. If mutually agreeable terms cannot be reached with the apparent most advantageous Offeror within the specified timeframe, the City reserves the right to finalize a contract with the next most advantageous Offeror without initiating a new procurement process. The City may award one or multiple contracts, as determined to be in the City's best interest.

C. GENERAL REQUIREMENTS



III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP. **NUMBER OF COPIES**
ELECTRONIC SUBMISSION ONLY

Offerors 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.

Offerors' proposals should be submitted as separate uploads, as outlined in this section. Each upload should be clearly labeled on the front page as “**Public Proposal**,” “**Confidential Proposal**,” or “**Cost Proposal**.” If an Offeror proposes additions or modifications to the City’s draft contract, a third document titled “**Contract Edits**” may be submitted. These proposed changes should align with the guidelines in the **General Requirements** section and be summarized in the draft contract attachment reference.

ELECTRONIC proposal submissions must be fully uploaded via **Bid Central** before the submission deadline. Files **cannot** be password-protected and should be submitted in **PDF format**, unless an **Excel spreadsheet** or another format is specifically requested. Offerors should allow ample time to upload large files to ensure a **complete and on-time** submission.

As soon as you see this notice, **verify that you can log in** to your **VSS account** and access the RFP in **Bid Central** as well as your account in **OpenGov**. Do not wait until the last minute to check your login credentials or ensure you can interact with the system. If you encounter login issues, **email CPD and venreg@santafenm.gov immediately** to avoid delays.

Allow plenty of time to upload your proposal via **Bid Central or OpenGov**. If you experience issues, **email CPD and venreg@santafenm.gov at least two hours before the deadline**. Issues reported within the final two hours may not be resolved in time. While the City will assist, **timely resolution cannot be guaranteed** if problems arise close to the deadline.

Submissions will be deemed **late** if not **both**:

1. **Fully complete** before the deadline.
2. **Received via the submission link** before the deadline.

Additionally, if submissions are not received on time due to being **captured, blocked, filtered, quarantined**, or otherwise **prevented from reaching the City’s system** by security or anti-virus software, it will still be considered **late** and **will not be accepted**.

If you are working on your submission close to the deadline and the clock strikes **3:00 PM**, the system **will not** accept your submission and may even log you out. This is **not** a system error—it is the result of **waiting too long** to submit. **Offerors are responsible** for planning accordingly and ensuring timely submission.

⚠ REMEMBER TO CLICK THE SUBMIT BUTTON! ⚠

⚠ LATE PROPOSALS MAY NOT BE ACCEPTED ⚠

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

B. PROPOSAL FORMAT

Offerors should accurately complete all required forms, adhering to the provided format and any specific instructions within each form. Failure to comply may result in disqualification.

The City requires the following documents to ensure a comprehensive and equitable evaluation process. **Mandatory documents** must be included in every proposal. **Desirable documents** should also be provided; if any are missing, Purchasing may request them prior to evaluation. Proposals lacking **rated documents** will receive a score of zero for the corresponding evaluation criteria. If the offeror has proposed edits to the draft contract, they must be submitted as a separate attachment.

Attachment	Form	Value
Attachment A	Proposal Cover Page, Declaration, & Checklist	Desirable
Attachment B	Campaign Contribution Disclosure Form	Mandatory
Attachment C	Conflict of Interest	Desirable
Attachment D	Non-Collusion Affidavit	Desirable
Attachment E	Project Cost Proposal Form	Rated
Attachment F	Project Capability Submittal (SC/LE, VA) Checklist and Format	Desirable
Attachment F1	Scope/Level of Expertise Plan (SC/LE)	Rated
Attachment F2	Value Added Plan (VA)	Rated
Attachment G	Reference List	Desirable

IV. EVALUATION

The Evaluation Committee will evaluate and score proposals based on the information provided in this document and the Offerors’ demonstrated understanding of the RFP’s objectives. Attendance at the Pre-

Proposal Meeting is strongly recommended, as it will help Offerors understand the key information required in their proposals and provide a detailed explanation of the evaluation process.

Proposals will be evaluated according to the criteria listed below, which have been identified as critical to the success of the projects.

No.	Rating Criteria	% Point Values
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%

*See local preference requirements below

A. DESCRIPTION OF EVALUATION

To ensure that proposals are complete and address all key RFP issues, proposals should 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 A, complete the Key Personnel Lead Section. Offerors should provide the name of their Primary Project Lead (the personnel should be the person who will be interviewed if shortlisted) that offerors propose to execute the project pursuant to a resultant contract.
- c) **Project Cost Proposal Form.** Offerors should prepare and submit cost proposals and breakout using Attachment E. This attachment should be submitted in a separate electronic document from the rest of the proposal. The rest of the proposal shall not include any financial information. Any financial information associated with a Value Add (Attachment F2) can be included in that section.
- 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 F, F1 and F2).
 - . Purpose of PC Submittal
 - . Assist City in prioritizing Offerors’ submittals based on their scope, expertise, and ability to understand intent of this RFP and the resultant contract.
 - . Provide high performing offerors with 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.
 - . PC Submittal Format Requirements
 - . PC submittals should 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).

- . A PC proposal template is included in this RFP. This document should be used by all offerors. Offerors should NOT re-create, re-format, or modify the template in any manner. Offerors should type their responses on the Word template provided.
- . Failure to comply with any of the PC format requirements may result in disqualification.
- . The PC submittal should 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.
- . References used in the PC submittal should be listed in the Attachment H Reference List. The Reference List will be used by CPD, the Evaluation Committee, and Procurement Manager after PC submittals are evaluated.

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 capabilities 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. *In addition to completing the Performance Metrics table on Attachment F (1), offerors should provide a narrative explaining their proposed performance metrics with greater explanation of the second table. This narrative should describe how their capabilities and proven track record—which the City will verify through references—align with or exceed the City's sample benchmarks. Offerors should justify any significant differences, highlight unique strengths or advantages, and provide a high-level summary of their proposal to ensure the selection committee can quickly grasp the key aspects of their approach and qualifications.* 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 should be included in the proposed base project cost (see Attachments E and F1).

Overview of the Value-Added Section – This section allows Offerors to present industry standards, innovative solutions, or unique services that the City may not have included in the RFP but could enhance the project. The Value-Added Plan provides an opportunity to propose additional options or ideas that may benefit the City, with or without changes to cost or revenue.

Offerors should clearly identify:

- . Any elements the City may have omitted from the scope of work.
- . How these value-added options have been successfully implemented in previous projects, supported by verifiable performance data.

Offerors should also specify any cost or time impacts associated with these options. Any financial or revenue-related impacts outlined in the Value-Added Section should NOT be included in the proposed base cost (see Attachment E).

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. Please add client references that have moved to your facility or used your services within the last two years. 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 G).

e) Interviews - The Offeror may be asked to participate in interviews to confirm/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 (or as soon as possible). The individual is required to attend in person or virtual for the interview. A second individual may be present (standby) to clarify their Cost Proposal if needed and/or requested. If interviews are not conducted, then offerors will all receive the full points for the selection criteria.

f) Local Preferences

Purpose:

The City recognizes the economic value of supporting local businesses. Local preferences are intended to enhance the competitiveness of local businesses in the procurement process, in alignment with the City's Procurement Manual and applicable ordinances. These preferences are applied to promote local economic growth while adhering to the governing laws and regulations.

Usage:

Local preferences are applied in the evaluation of proposals received in response to the City's RFPs. These preferences are granted to businesses that meet specific qualifications, as outlined below, and can only be applied to procurements funded by the City. They are not applicable to purchases using state, federal, or grant funds.

Application:

1. Local Preference Qualification

- To qualify, an Offeror must attach a Resident Business certification issued by the New Mexico Taxation and Revenue Department to their proposal. This certificate must verify that the business is located within Santa Fe municipal limits.
- Proposals without a valid certification will not be eligible for local preference consideration.

2. Evaluation in the Formal RFP Process

○ **Point-Based System:**

- Local resident businesses are awarded additional points equivalent to 3% of the total possible points.
- Businesses with all local resident business subcontractors receive an additional 3% of the total possible points.
- Maximum local preference: 6%.

3. Solicitations Above \$1,000,000

- Proposals from resident businesses are deemed 6% lower than their submitted bid, provided at least 50% of subcontracted services are performed by resident businesses.

- Proposals from non-local resident businesses are deemed 3% lower, provided at least 50% of subcontracted services are performed by resident businesses.

4. Restrictions

- Local preferences are not applicable when federal funds are part of the expenditure or anticipated to be used for the contract.
- If multiple preference certificates are submitted by a vendor, only one preference will be applied per solicitation, as determined by the City.

Additional Information: Applications for Resident Business certification can be downloaded at: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

B. 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 should be completed and suggest award to the best value Offeror. If the justification is not sufficient, the award may go to the next best valued offeror who has met all the requirements of the BV approach. The Selection Check will provide the justification for hiring the highest prioritized Offeror. Selected proposal should be a proposal that is responsive, responsible, and is the most advantageous to City, as determined by the City in its sole discretion.

C. CLARIFICATION

Following the initial evaluation, the potential best value Offeror may be asked to enter into a Clarification Phase. This crucial phase, guided by Attachment H (Clarification Phase Guide), serves as a 'setting expectations' process to ensure mutual understanding between the City and the Offeror. It provides an opportunity for both parties to clarify any aspects of the proposal and RFP, address identified issues, mitigate risks, and develop a comprehensive Weekly Risk Report (Attachment I). Depending on the outcome of the initial evaluation or the Clarification Phase, the City may request a Best and Final Offer (BAFO). The Offeror will conclude the Clarification Phase with a presentation at the Clarification Meeting, demonstrating a clear and aligned understanding of the project's requirements and expectations.

D. 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 a 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 is 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 included in the proposal can be added or amended, at the City’s sole option, to the final contract. Obligations of confidentiality will be an important condition of resulting contracts. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence unless otherwise allowed by the City.

All Offeror’s performance may be tracked by the Department POC through the Weekly Risk Report System (See Attachment I).

ATTACHMENT LIST – List of all attachments included in the RFP

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

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror should complete and submit this Attachment. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and included/submitted each document in the proper format):

- | | |
|------------------|--|
| Attachment A | Proposal Cover Page, Declaration & Checklist |
| Attachment B | Campaign Contribution Disclosure Form |
| Attachment C | Conflict of Interest |
| Attachment D | Non-collusion Affidavit |
| Attachment E | Project Cost Proposal Form |
| Attachment F | Project Capability Submittal (LE, RA, VA) Checklist and Format |
| Attachment F (1) | Level of Expertise (LE) Plan |
| Attachment F (2) | Value Added (VA) Plan |
| Attachment G | Reference List |
| Attachment J | Draft Contract (if you have redlines) |

RFP # 26023

Phone Number

Company Name

Mailing Address

FEIN

City and Country

NMBTIN (fka CRS)

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, and the (D) offeror’s project lead:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*	D Key Project Lead
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 should 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 this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors and Draft Contract contained in this RFP; and
 - I acknowledge receipt of all amendments to this RFP, if any.

_____, 20____
Authorized Signature and Date (*Should 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, 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 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 RFP AND MUST BE SUBMITTED BY ANY OFFEROR 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 between the public notice of the RFP and ending with the award of the contract or the cancellation of the RFP.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in NMSA 1978, Sections [13-1-28](#) through [13-1-199](#).

“**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: _____

- Alan Webber, Mayor
- Councilor Signe I. Lindell, District 1, Pro Tem
- Councilor Alma Castro, District 1
- Councilor Carol Romero-Wirth, District 2
- Councilor Michael Garcia, District 2
- Councilor Lee Garcia, District 3
- Councilor Pilar F.H. Faulkner, District 3
- Councilor Amanda Chavez, District 4
- Councilor Jamie Cassutt, District 4

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, NMSA 1978, Section 10-16 et al. and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the authorized representative, all 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. Each key personnel must also certify that there is no conflict of interest in connection to this RFP and/or resultant contract. If there is a conflict with the Project, then the authorized representative and known key personnel needs to describe the conflict.

The Offeror agrees that, if after award, an organizational conflict of interest is discovered, the authorized representative makes an immediate and full written disclosure to the City that includes a description of the action taken 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. If Offeror's personnel 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 as a result of this RFP. For the duration of this firm's involvement in the resultant 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 proposing or associated with an or Offeror on the contract.

I certify that this firm will keep all procurement and 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 contract. I understand that if this firm leaves this agreement before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the 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 CPO, via email, purchasing@santafenm.gov 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

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 proposal 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 - PROJECT COST PROPOSAL FORM

Total Cost Proposal: _____

All amounts provided must be **fully inclusive** of all costs, including overhead, labor, materials, equipment, transportation, configuration, installation, training, and profit, necessary to provide the goods and/or services described in the Evaluation Section of this RFP (as may be modified by any current RFP amendments for the specified period).

Bidders must provide a **Total Cost** to deliver the requested project, covering all requirements described in the Scope of Work Overview. Costs are expected to be invoiced and paid on a **quarterly basis**. Vendors must provide the **expected costs for each of the items listed below based on an expected monthly cost for work satisfactorily rendered per month**.

Provide a Total Cost to deliver the requested project, including all the requirements described in the RFP Scope of Work Overview. The Total Cost should be broken out as listed below. We vision being billed quarterly, provide an average monthly cost for each of the items listed below.

#	Core Operating Functions	UOM	Cost
1	Business Incubation Services	Month	\$
2	Business Incubator Facility Management	Month	\$
3	BioLab Facility Management	Month	\$
4	Client Development Outreach and Cultivation	Month	\$
5	Facilitating Business Support Network Activities	Month	\$
Total Cost			\$

ATTACHMENT F – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Offeror should complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 2-pages 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 F1, & F2) a total of 2 pages or less (1 page maximum per document)? | Yes | No |
| 2. Do you understand that your PC Submittal will <u>NOT</u> 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 should use the PC Submittal templates provided in this RFP and that you are <u>NOT</u> 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 F (1) – SCOPE/LEVEL OF EXPERTISE PLAN (SC/LE)

Instructions:

- Offerors **should use this template** to provide their project performance metrics for each requirement.
- Each reported metric **should be supported by a reference** listed in **Attachment G: Reference List**, with the corresponding reference number indicated in the "Ref #" column.
- Offerors may add additional performance metrics that differentiate their qualifications.
- **Offerors should NOT modify the prefilled sample data** or exceed the **1-page limit** for this section.
- **Offerors should NOT include any identifying information** in this submission.

The **City of Santa Fe Sample** column provides reference figures based on anticipated project needs. Offerors should enter their actual experience metrics in the **Offeror’s Project Performance** column.

Scope Description:

In addition to completing the table below, offerors should provide a narrative explaining their proposed performance metrics especially the second table with components. This narrative should describe how their capabilities and proven track record—which the City will verify through references—align with or exceed the City's sample benchmarks. Offerors should justify any significant differences, highlight unique strengths or advantages, and provide a high-level summary of their proposal to ensure the selection committee can quickly grasp the key aspects of their approach and qualifications.

***Note: the instructions above may be deleted from this form to allow for more room to respond.**

Requirement	City of Santa Fe Sample	Offeror’s Project Performance Respond with Yes or No	Ref #
# of Incubator Clients successfully graduated from the facility and program FY 2024-2025	6	[Enter value]	Attach Certificate
_Investment capital and research and development investments and grants attracted FY 2024-2025	\$21,909,883	[Enter value]	[#]
_Number of bio tech and science client businesses supported by and having access to the shared bioscience lab, FY 2024-2025	6	Enter value]	[#]
Have at least 25,000 sq feet of business incubation space	Pass/Fail		[#]

Component	Ref #
Management of Incubation Services	[#]
Manage Client Development & Recruitment Pipeline	[#]
Manage BioLab Facility	[#]
Support Business Ecosystem Development	[#]
Manage Business Incubator Facility 10	[#]

Years of experience serving Santa Fe residents	[#]
--	-----

Additional Project Performance Metrics (Optional)

Offerors may provide additional performance metrics that highlight their expertise. Each metric should be supported by a professional reference in **Attachment G**.

Additional Criteria	Offeror’s Project Performance	Ref #
[Enter additional metric]	[Enter value]	[#]
[Enter additional metric]	[Enter value]	[#]
[Enter additional metric]	[Enter value]	[#]

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

Instructions:

- Offerors **should 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.**
- Offerors should NOT include any identifying information in the Plan.
- Information supported by an indicated reference should have a corresponding reference listed in Attachment G: 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	Example: Add something that is a good example of cutting edge in regard to business incubation: blockchain, AI, security, will get the project done more quickly, etc.	5%	0	Increased cost by 5%	1
1	Facilitation of Innovative Business Formation – related events (e.g. hackathons, “startup weekends”)	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
2	Business Convenings for emerging business sector innovation	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
3	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
4	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
5	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
6	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]

ATTACHMENT G – REFERENCE LIST

Instructions:

- Offerors **should use this template.**
- The Reference List’s “Ref #” should correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans.
- All references cited should 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	Example :Client A	POC Name A	A@gmail.com	(###) ### - ####	\$ 1,800,000	1/1/2020 - 5/1/2020
1	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
2	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
3	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
4	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
5	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
6	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
7	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
8	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
9	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
10	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]

ATTACHMENT H – CLARIFICATION PHASE GUIDE

1. OVERVIEW

- a. Purpose: The Clarification Phase is designed to refine the selected Offeror's proposal and ensure a clear understanding of project requirements before contract execution. This phase is not a negotiation of cost/fee/financial rates, project durations, or project team composition, unless specifically requested by the City by following the BAFO process. The Clarification phase commences upon notification of the highest-ranked Best Value Offeror(s) and concludes with the final presentation to the City, after all identified issues have been addressed and updates provided through BAFO. If the City determines, at any point during the Clarification Phase, including after the First Clarification Meeting and Clarification Summary Meetings, that the proposal does not adequately meet the City's needs based on the requirements set forth in this RFP, the City may proceed with a Clarification Phase with the next highest-ranked Offeror. Upon successful completion of the Clarification Phase and receipt of all required documentation, the City may proceed to contract award.
- b. Objective and Performance: The City's objective is to maximize the value and effectiveness of the products/services without increasing the Offeror's proposed price, while ensuring high customer satisfaction. The Offeror's performance will be evaluated based on these factors throughout the contract period. The Offeror is expected to proactively manage project risks, utilizing a selected tool such as the Weekly Risk Report (WRR) to mitigate potential issues.
- c. Responsibilities: The Offeror is responsible for demonstrating a comprehensive understanding of the project scope and clearly defining their deliverables. The Offeror is also responsible for identifying and mitigating project risks. The City is responsible for communicating any concerns or issues to the Offeror before contract execution.
- d. Deliverables: The Clarification Phase requires the Offeror to provide the following deliverables, which will form the basis of the final contract:
 - . A detailed project plan outlining all phases of work.
 - . An integrated cost/time schedule for tracking project deviations.
 - . A simplified milestone schedule for non-technical stakeholder tracking.
 - . A Cost Proposal presented in both milestone schedule and major area formats.
 - . Meeting minutes documenting the Offeror's risk mitigation plans for identified risks.
 - . A finalized Weekly Risk Reporting System (WRRS, Attachment F) for tracking project implementation and delivery. Project work shall not commence without an approved Purchase Order (PO) and a completed WRR (if requested). If requested, the Offeror will be responsible for updating and distributing the WRR to all stakeholders on a weekly basis, including: 1) cost and schedule status, 2) milestone schedule status, 3) project cost and time deviations, and 4) risk mitigation and other performance metrics.

2. PRE-PLANNING AND COORDINATION

- . Supporting Documentation: The City may request supporting documentation to verify information provided in the Offeror's proposal prior to the Clarification Phase.

First Clarification Meeting: The Offeror may be required to attend a First Clarification Meeting to present their proposal, address City concerns, and introduce project stakeholders. The Offeror shall:

- . Ensure all relevant City stakeholders and participants are invited.
 - . Present the detailed scope of services, including schedule, cost, and deliverables.
 - . Clearly define the City's responsibilities.
 - . Propose a finalized Weekly Risk Report (WRR) format.
 - . Address questions and concerns from City stakeholders.
 - . Document and address concerns, issues, and comments from City stakeholders.
 - . Propose a schedule for finalizing the Clarification Phase and contract documents.
- . Post-Meeting Activities: Upon successful completion of the First Clarification Meeting, the Offeror may be required to:
 - . Conduct additional site visits or investigations.
 - . Coordinate with all parties involved in project delivery.
 - . Develop and document mitigation strategies for identified concerns and issues.
 - . Finalize the Clarification Document, including the contract, WRR, payment schedule, and scope of work.

3. CLARIFICATION DOCUMENT

The final Clarification Document should include:

- a. Executive Summary: A concise summary of the project scope, clearly delineating in-scope and out-of-scope items.
- b. Finalized Scope Documents: Detailed descriptions of project tasks and methodologies.
- c. Simplified Metrics: Clear and measurable descriptions of project deliverables.
- d. Detailed Scope Descriptions: A comprehensive breakdown of all actions required by the Offeror, City, and stakeholders, including detailed and milestone schedules.
- e. Finalized Weekly Risk Report (WRR) Format.
- f. Project Financial Summary:
 - . The Offeror's Original Price Proposal.
 - . A list of agreed-upon Value-Added Options and their price impacts.
 - . A list of agreed-upon Scope Changes or Additional Work and their price impacts.
 - . A detailed Price Breakout and Payment Schedule.
- g. Project and Emergency Contact List.
- h. PowerPoint Presentation: A presentation summarizing the project scope, including cost, time, deliverables, and acceptance criteria.

4. FINAL CLARIFICATION MEETING

- . Purpose and Format: The Final Clarification Meeting is a summary presentation of the agreements reached during the Clarification Phase. This is not a question-and-answer session; all questions and coordination should be completed prior to this meeting.
- . Presentation and Documentation: The Offeror shall present a comprehensive overview of the contract period, including coordination and planning activities. The Offeror shall provide all required documentation, including a clear description of the City's responsibilities. The Offeror must demonstrate that all risks have been adequately mitigated. The presentation and meeting minutes (if applicable) will be incorporated into the final contract.

ATTACHMENT I – WEEKLY RISK REPORTING SYSTEM GUIDE

Overview

The City may choose to use the Weekly Risk Reporting System (WRRS) or something similar. This 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 WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting systems (that the Offeror may do).

The purpose of the WRRS is to allow the Offeror 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 Offeror (or entities subcontracted by the Offeror), 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 weekly report is an Excel file that should 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 should 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'). Weekly Reports are to be emailed by Monday.

The weekly 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 weekly 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 Offeror should not wait to submit the weekly risk report. The Offeror should 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 Offeror (and its team).

ATTACHMENT J - DRAFT CONTRACT

The draft included in this Attachment represents the contract the City intends to use to make an award. The City of Santa Fe reserves the right to modify (as necessary) the draft prior to or during the award process.

The City's contract with the selected contractor will follow the City's standard format and include the terms in the Draft Contract. The City reserves the right to negotiate additional provisions. The RFP and the awarded proposal will be incorporated into the final contract.

Exceptions to contract terms are discouraged and may lead to rejection if they are deemed conditional, deficient, or require significant revisions. If an Offeror proposes changes, they must provide a separate document called Contract Edits, cite the specific sections of the Draft Contract they wish to modify, provide alternative language, and justify the proposed changes. General references to the Offeror's terms or complete substitutions of the Draft Contract are not allowed and will result in disqualification.

Offerors must submit any proposed modifications with their proposal, clearly identifying the affected sections of the Draft Contract. If no changes are proposed before selection, the Offeror agrees to the contract terms as stated. Contract negotiations will only address terms proposed during the RFP process and will not allow further amendments to the proposal.

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [TAMAS-PARRIS, NOAH M.](#)
Cc: [NELSON, JOHANNA C.](#); [RENZ-WHITMORE, ERIC D.](#); [Purchasing](#)
Subject: RE: Determination for RFP SOW
Date: Monday, May 12, 2025 4:15:11 PM
Attachments: [image001.png](#)

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

Save this email as a PDF and upload it into the corresponding procurement and contract records.

New Purchase Submission and Tracking Process

- [Submit Purchase Requests:](#)
- [Purchase Requests Tracker:](#)
- [Desktop Reference SharePoint Pt.1 V1 3.7.25](#)
- [Desktop Reference SharePoint Pt.2 V1 3.7.25](#)
- [Training Video PT1 V1.1.10.25](#)
- [Training Video PT2 V2.2.27.25](#)
- [Training Video PT3 V1.2.27.25](#)

Associated Approvals:

- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
 - Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
 - IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
 - Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
 - Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov


- Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
-Emergency Related Purchases – questions oem@santafenm.gov. Request signature from: bgwilliams@santafenm.gov
-Asset over \$5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented [procedures/laws/rules](#) are followed. _
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
 - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
 - <https://naspo.valuepoint.org/categories/>
 - <https://www.omniapartners.com/publicsector/contracts>
 - <https://www.buyboard.com/home.aspx>
 - <https://www.h-gac.com/Home>
 - <https://www.gsaelibrary.gsa.gov/>
 - <https://www.sourcewell-mn.gov/contract-search>
- Submit or send your request to the appropriate MS Teams channel or email address:
 - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146a>

[c5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f](https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f)

- ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
- Determination requests to purchasing_det@santafenm.gov
- And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

 [Book time to meet with me](#)


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>

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd



 [Book time to meet with me](#)

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

SOW:

UPDATED: 5/12

The first section includes a revised statement of work with additions highlighted
The second section items are excerpted from the existing contract (available in PDF)

(2) STATEMENT OF WORK (REVISED)

Contractor shall provide the following services for the City of Santa Fe:

(A) Business Incubation Services

Contractor shall provide business incubation services and entrepreneurial support to local

early-stage businesses. These services shall include:

1. Facilities and Infrastructure:

- a. Provision of physical office space, meeting rooms, and access to internet and telecommunications services for client companies;
- b. Maintenance of a professional and secure work environment, including reception and administrative support.

2. Advisory Services:

- a. Ongoing business mentorship, coaching, and technical assistance;
- b. Referrals to outside resources for specialized support including legal, financial, and marketing services.

3. Training and Workshops:

- a. Regular training sessions, workshops, and seminars for client companies and the broader entrepreneurial community.

4. Networking and Community Building:

- a. Facilitation of peer-to-peer learning and networking opportunities;
- b. Organization of events to foster community among entrepreneurs and connect them with investors and service providers.

5. Reporting and Collaboration with the City:

- a. The Contractor shall collaborate with the City's Office of Economic Development (OED) to develop a standardized reporting format. At a minimum, reports shall include both quantitative and qualitative metrics such as:
 - Number of businesses served
 - Jobs created or retained
 - Capital raised by client companies
 - Business graduations or exits from the incubator
 - Demographic breakdowns of participants
 - Current company occupancy and space utilization
 - Contributions to the broader entrepreneurial ecosystem
- b. Reports may also include success stories, challenges encountered, and steps taken to improve program performance.
- c. The Contractor shall submit **quarterly reports** to the City detailing client activities, program outcomes, and progress toward stated objectives.
- d. In addition, the Contractor shall participate in **regular coordination meetings** or calls with OED to ensure alignment with the City's economic development goals and to support collaborative planning and implementation.

6. Graduation and Exit Criteria

- a. The Contractor shall define and implement clear, measurable criteria for client companies to successfully graduate from the incubator. Criteria may include, but are not limited to:
Revenue thresholds

- i.
- ii. Number of employees
- iii. Length of time in the program
- iv. Capital raised
- v. Operational independence or market traction
- b. The Contractor shall:
 - i. Monitor and report each company's progress toward graduation on a regular basis
 - ii. Notify the City in writing when a company meets graduation criteria or exits the program
 - iii. Provide transition planning support to help companies prepare for post-incubator success
 - iv. Maintain reasonable alumni tracking and engagement to measure long-term impact and promote ecosystem connectivity

7. Sector-Specific Business Support

- a. The Contractor shall work with the City to identify targeted industry sectors —such as biosciences, clean energy, technology, and creative industries and provide support. This assistance may include:
 - i. Sector-specific mentorship and coaching
 - ii. Access to specialized facilities, equipment, or technical advisors
 - iii. Industry-relevant training, programming, or networking opportunities
 - iv. Matchmaking with potential partners, funders, or collaborators
- b. The Contractor shall coordinate with the City to ensure these efforts are aligned with regional economic development priorities and sector-specific strategies, and shall adjust services as needed to respond to emerging industry needs or opportunities.

8. Capital Access Support

- a. The Contractor shall assist client companies in identifying and securing funding opportunities, including grants, loans, and private investment. Support services may include:
 - i. Investor matchmaking and introductions
 - ii. Pitch coaching and preparation
 - iii. Strategic guidance on fundraising approaches
 - iv. Connections to financial institutions and capital networks
- b. The Contractor shall actively maintain relationships with a diverse range of capital providers and report quarterly on capital raised by client companies, including the type and source of funding secured.

(B) Bioscience Lab Access

- Contractor shall maintain access to lab space and specialized facilities to support bioscience companies and entrepreneurs, including but not limited to shared-use lab equipment, proper safety and compliance protocols, and trained staff or consultants for

lab oversight.

(C) Community Engagement

- Contractor shall conduct outreach and engagement efforts to ensure services are accessible to diverse communities, including underrepresented entrepreneurs. Materials and programming shall be offered in English and Spanish as appropriate.

(D) Program Innovation and Continuous Improvement

- **Contractor shall regularly evaluate and refine service offerings to ensure alignment with emerging trends, entrepreneur needs, and local economic development goals. This includes staying informed of best practices in business incubation, adopting new tools or methodologies as appropriate, and incorporating feedback from participants and partners.**
- **Contractor shall describe innovation efforts in quarterly reports and identify any pilot programs or enhancements planned.**

(E) Communications and Storytelling

- **Contractor shall support communications efforts that promote the incubator's impact, highlight client success stories, and raise awareness of available services. This may include but is not limited to co-branded materials with the City, social media updates, event promotion, and participation in City-led storytelling initiatives.**
- **Contractor shall submit at least one success story or spotlight per quarter for use in public communications and reporting.**

(F) Collaboration

- **Contractor may partner or collaborate with other organizations to deliver specialized services, extend program reach, or enhance participant outcomes.**
- **Contractor shall notify the City of any formal collaboration arrangements and provide an overview of partner roles in quarterly reports. The City encourages collaboration with other entrepreneur support organizations and service providers to maximize collective impact.**

From: TAMAS-PARRIS, NOAH M. <nmtamasparris@santafenm.gov>

Sent: Monday, May 12, 2025 3:54 PM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Cc: NELSON, JOHANNA C. <jcnelson@santafenm.gov>; RENZ-WHITMORE, ERIC D. <edrenzwhitmore@santafenm.gov>

Subject: Determination for RFP SOW

Hi Travis,

OED is looking to submit an RFP for a business incubator contract. I attached the SOW to this email. Can you look at it to determine whether this contract falls under professional services or general services?

Thank you,

Noah

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 04 25

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
<ul style="list-style-type: none">• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)• Lessors of Leased Equipment• Managers or Lessors of Premises• Mortgagees, Assignees and Receivers• Any Other person or organization other than a joint venture• Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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CG 73 00 04 25
Page 1 of 9

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ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 04 25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if **(a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss**, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. “Insured contract” under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an “insured contract”;

Electronic Data Liability

A. Exclusion p. **Electronic Data** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data”.

However, this exclusion does not apply to liability for damages because of:

- (1) “Bodily injury”; or
- (2) Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data” that results from physical injury to tangible property.

The exception in the paragraph above does not apply to claims for damages because of “bodily injury”, “property damage”, notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a “cyber incident”.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to the Each Occurrence Limit in Paragraph 5., the most we will pay under **COVERAGE A** for “property damage” because of all loss of “electronic data” arising out of any one “occurrence” is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

- (1) “Not-for-profit members”;
- (2) “Golfing facility” members who are not paid a fee, salary, or other compensation; or
- (3) “Volunteer workers”.

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the “products-completed operations hazard”.

This exclusion does not apply to “your products” sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your “not-for-profit members”.

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to “bodily injury” to a “temporary worker” caused by a co-“employee” who is not a “temporary worker”.
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to “property damage” to the property of a “temporary worker” or “volunteer worker” caused by a co-“employee” who is not a “temporary worker” or “volunteer worker”.
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to “bodily injury” caused by cardio-pulmonary resuscitation or first aid services administered by a co-“employee”.

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer’s Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to “your work” only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
 - b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any “occurrence” which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any “occurrence” which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), 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 of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or
- (2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the “occurrence” or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An “executive officer” or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an “insured contract”; and

3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or “suit” give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

- A. The following is added to Definition 14. “Personal and advertising injury”:

“Personal and advertising injury” also means “discrimination” that results in injury to the feelings or reputation of a natural person, however only if such “discrimination” or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED**;
2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to SECTION V — DEFINITIONS:

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

From: [Matt Loehman](#)
To: [RENZ-WHITMORE, ERIC D.](#)
Cc: [TAMAG-SABRIS, NOAH D.](#)
Subject: Re: Requesting review for Eligibility for Incubation Services Contract
Date: Monday, May 12, 2025 5:14:11 PM
Attachments: [image001.png](#)
[image001.png](#)

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 afternoon Eric,

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 Mon, May 12, 2025, 5:10 PM RENZ-WHITMORE, ERIC D. <edrenzwhitmore@santafenm.gov> wrote:

Matt,

I may have asked about this before, but if so, the Statement of Work has been revised (below).

We will be seeking potential operators for a business incubator facility with biolab in Santa Fe.

Eric

STATEMENT OF WORK (REVISED)

Contractor shall provide the following services for the City of Santa Fe:

(A) Business Incubation Services

Contractor shall provide business incubation services and entrepreneurial support to local early-stage businesses. These services shall include:

1. Facilities and Infrastructure:

- a. Provision of physical office space, meeting rooms, and access to internet and telecommunications services for client companies;
- b. Maintenance of a professional and secure work environment, including reception and administrative support.

2. Advisory Services:

- a. Ongoing business mentorship, coaching, and technical assistance;
- b. Referrals to outside resources for specialized support including legal, financial, and marketing services.

3. Training and Workshops:

- a. Regular training sessions, workshops, and seminars for client companies and the broader entrepreneurial community.

4. Networking and Community Building:

- a. Facilitation of peer-to-peer learning and networking opportunities;
- b. Organization of events to foster community among entrepreneurs and connect them with investors and service providers.

5. Reporting and Collaboration with the City:

- a. The Contractor shall collaborate with the City's Office of Economic Development (OED) to develop a standardized reporting format. At a minimum, reports shall include both quantitative and qualitative metrics such as:
 - Number of businesses served
 - Jobs created or retained
 - Capital raised by client companies
 - Business graduations or exits from the incubator
 - Demographic breakdowns of participants
 - Current company occupancy and space utilization
 - Contributions to the broader entrepreneurial ecosystem
- b. Reports may also include success stories, challenges encountered, and steps taken to improve program performance.
- c. The Contractor shall submit **quarterly reports** to the City detailing client activities, program outcomes, and progress toward stated objectives.
- d. In addition, the Contractor shall participate in **regular coordination meetings** or calls with OED to ensure alignment with the City's economic development goals and to support collaborative planning and implementation.

6. Graduation and Exit Criteria

- a. The Contractor shall define and implement clear, measurable criteria for client companies to successfully graduate from the incubator. Criteria may include, but are not limited to:
 - i. Revenue thresholds
 - ii. Number of employees
 - iii. Length of time in the program
 - iv. Capital raised
 - v. Operational independence or market traction
- b. The Contractor shall:
 - i. Monitor and report each company's progress toward graduation on a regular basis
 - ii. Notify the City in writing when a company meets graduation criteria or exits the program
 - iii. Provide transition planning support to help companies prepare for post-incubator success
 - iv. Maintain reasonable alumni tracking and engagement to measure long-term impact and promote ecosystem connectivity

7. Sector-Specific Business Support

- a. The Contractor shall work with the City to identify targeted industry sectors —such as biosciences, clean energy, technology, and creative industries and provide support. This assistance may include:
 - i. Sector-specific mentorship and coaching
 - ii. Access to specialized facilities, equipment, or technical advisors
 - iii. Industry-relevant training, programming, or networking opportunities
 - iv. Matchmaking with potential partners, funders, or collaborators
- b. The Contractor shall coordinate with the City to ensure these efforts are aligned with regional economic development priorities and sector-specific strategies, and shall adjust services as needed to respond to emerging industry needs or opportunities.

8. Capital Access Support

- a. The Contractor shall assist client companies in identifying and securing funding opportunities, including grants, loans, and private investment. Support services may include:
 - i. Investor matchmaking and introductions
 - ii. Pitch coaching and preparation
 - iii. Strategic guidance on fundraising approaches
 - iv. Connections to financial institutions and capital networks
- b. The Contractor shall actively maintain relationships with a diverse range of capital providers and report quarterly on capital raised by client companies, including the type and source of funding secured.

(B) Bioscience Lab Access

- Contractor shall maintain access to lab space and specialized facilities to support bioscience companies and entrepreneurs, including but not limited to shared-use lab equipment, proper safety and compliance protocols, and trained staff or consultants for lab oversight.

(C) Community Engagement

- Contractor shall conduct outreach and engagement efforts to ensure services are accessible to diverse communities, including underrepresented entrepreneurs. Materials and programming shall be offered in English and Spanish as appropriate.

(D) Program Innovation and Continuous Improvement

- Contractor shall regularly evaluate and refine service offerings to ensure alignment with emerging trends, entrepreneur needs, and local economic development goals. This includes staying informed of best practices in business incubation, adopting new tools or methodologies as appropriate, and incorporating feedback from participants and partners.
- Contractor shall describe innovation efforts in quarterly reports and identify any pilot programs or enhancements planned.

(E) Communications and Storytelling

- Contractor shall support communications efforts that promote the incubator's impact, highlight client success stories, and raise awareness of available services. This may include but is not limited to co-branded materials with the City, social media updates, event promotion, and participation in City-led storytelling initiatives.
- Contractor shall submit at least one success story or spotlight per quarter for use in public communications and reporting.

(F) Collaboration

- Contractor may partner or collaborate with other organizations to deliver specialized services, extend program reach, or enhance participant outcomes.
- Contractor shall notify the City of any formal collaboration arrangements and provide an overview of partner roles in quarterly reports. The City encourages collaboration with other entrepreneur support organizations and service providers to maximize collective impact.

Eric D Renz-Whitmore
Economic Development Specialist
Office of Economic Development
City of Santa Fe, NM

LinkedIn: <https://www.linkedin.com/in/erwhitmore>

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Want more info about opportunities for businesses and economic development activity in Santa Fe? Sign up for our newsletter here: <https://bit.ly/SantaFeEconDevNewsletters>



CITY OF SANTA FE
ECONOMIC DEVELOPMENT











GB-120-Santa Fe Business Incubator


Final Audit Report

2026-01-15

Created:	2026-01-14
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9uHK0tXH2EYS7GFZ_ZAvEtBRXP7fTXFc

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Signature Date: 2026-01-15 - 8:50:12 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

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