



Date: December 9, 2024

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



From: Shirley Spencer, TSF Administrative Manager

Shirley Spencer

Via: Jordan Guenther, TSF Interim Executive Director

JG

Subject: NYE & Dia de Muretos Amendment 1

Vendor Name: Kiwanis Club of Santa Fe

Munis Vendor Number: 7890

ITEM AND ISSUE:

TOURISM Santa Fe Respectfully Requests Your Review and Approval of a Amendment #1 to 23-0010 Kiwanis Club of Santa Fe for Professional Service (Event Planning). Amendment One Increases the Amount of Compensation to Aid in the Funding for New Year's Eve and Dia De Muretos by \$90,000 –plus New Mexico Gross Receipts Tax for a total compensation of \$390,000 - plus New Mexico Gross Receipts Tax.

Quality of Life: 01/08/2025
Finance: 01/13/2025
Governing Body: 01/15/2025

CONTRACT NUMBER:

The FY24 Munis contract number is 32003816, original contract number 23-0010.

BACKGROUND AND SUMMARY:

On January 14, 2023 original contract #23-0010 was approved as a 4 Year Term expiring June 30, 2027 for the Coordination of Dia De Muretos and New Years Eve coordination of events. This Amendment one is for additional support for Dia de Muertos and New Years Eve (NYE), Reducing the Reliance on the Private Business Sponsorship to Support a City Event.

23-0010 term January 14, 2023 to June 30, 2027 in the amount of \$300,000 & Amendment One to increased by \$90,000 for total Contract of \$390,00.

23-0010 Breakdown:	Amendment One Breakdown:
FY24 \$75,000	\$75,000
FY25 \$75,000	\$105,000
FY26 \$75,000	\$105,000
FY27 \$75,000	\$105,000

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

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

RFP used 23/15/P, Contract Munis #3203816 (no Munis Procurement utilized as it was not available at that time).

Chief Procurement Officer (CPO) / Designee: *John J. [Signature]* Date: Dec 10, 2024
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: Lodgers Tax/213

Munis Org Name/Number: VSF Admin/2130521

Munis Object Name/Number: Grants & Services/510400

Budget Officer / Designee: *Andy Hopkins* Date: Dec 10, 2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: Yes | No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset* or Project** Yes | No

Project Ledger #: _____
(*will this procurement result in a tangible item that costs more than \$5,000?)

(**Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: RFP



Vendor's Quote

Professional Services Contract



CPO Service Determination Email
Certificate of Liability Insurance (COI)
Waiver of Workers Compensation
Original contract 23-0010

**CITY OF SANTA FE
AMENDMENT No. One TO
General Service Contract
ITEM#23-0010**

This AMENDMENT No. **One** (the "Amendment") amends the CITY OF SANTA FE Service Contract, dated January 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and **KIWANIS CLUB of SANTA FE**. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to provide Event Coordination Services
- B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, of the Contract is amended to increase the amount of compensation by a total of Ninety Thousand dollars (\$90,000) plus New Mexico gross receipts tax so that Article 3, reads in its entirety as follows:

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable Item:</u>	<u>Price:</u>
01 FY24	\$75,000
02 FY25	\$105,000
03 FY26	\$105,000
04 FY27	\$105,000

The total compensation under this Agreement shall not exceed Three Hundred Ninety Thousand dollars (\$390,000) plus New Mexico Gross Receipts Tax.

CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. One to the Contract as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

KIWANIS CLUB of SANTA FE

Ned Harris
Ned Harris (Dec 9, 2024 13:34 MST)

NED HARRIS, PRESIDENT

DATE: **Dec 9, 2024**

CRS#03-226802-00-5

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Dec 9, 2024 13:45 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Service

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and KIWANIS CLUB of SANTA FE herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to (KIWANIS CLUB of SANTA FE). "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work:

Plan, coordinate and execute celebrations for New Year's Eve and Día de Muertos on the plaza which includes, but is not limited to, all planning of the event, obtaining, hiring and payment to musicians, the coordination and negotiation with independent contractors who will provide necessary equipment and personnel (skilled and unskilled), overseeing all aspects of the production of the events, ensuring proper breakdown and clean up occurs and ensuring that all city rules for the use of the plaza are observed. Independent Contractors can include but are not limited to sound and light providers, tent providers, fireworks providers, private security providers and other independent contractors which may or may not be required by the city but are necessary to ensure the safe and successful production of the events. Contractor will also be responsible for solicitation of private funding that is required to produce the event in excess of funds provided by the city.

Performance Measures:

- 1) Solicit private sector contribution. Contributions from the private sector will be used to offset costs and pay expenses (musicians, fireworks, sound and lights, supplies, security,

marketing and other expenses common to an outdoor style city wide production) incurred by the events.

- 2) Product and operating budget for each event. Each budget will reflect all income for the event (both City and private sector funds) and all expenses incurred in the presentation of each event. Every reasonable effort shall be made to present a balanced budget
- 3) Production and execution of the event.
- 4) Serve as a fiscal agent for the event, paying all related invoices.
- 5) Maintain a record for future planning purposes, a copy of which is provided to the city with no retained process ownership by the contractor.
- 6) Hire subcontractors as needed to perform the services in the agreement.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 FY 24		\$75,000
02 FY25		\$75,000
03 FY26		\$75,000
04 FY27		\$75,000

The total compensation under this Agreement shall not exceed Three Hundred Thousand dollars (\$300,000) - plus New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices

for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2027. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. Amendment

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

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

10. Assignment

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance

of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

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

A. 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 Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing;

or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. Notification

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

To the City:

Randy Randall, 201 W. Marcy Street, Santa Fe, NM 87501, rrandall@santafenm.gov

To the Contractor:

Kiwanis Club of Santa Fe, Attn: Jake Romero, PO Box 622, Santa Fe, NM 87504-0622

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

To the Contractor:

Kiwanis Club of Santa Fe, Attn: Jake Romero, PO Box 622, Santa Fe, NM 87504-0622

42. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

CONTRACTOR:



ALAN WEBBER, MAYOR


Jake Romero (Dec 9, 2022 10:57 MST)

JAKE ROMERO, PRESIDENT

DATE: Jan 14, 2023

DATE: 12/08/2022

CRS# 03-226802-00-5

Registration # 225300

ATTEST:

Kristine Bustos

KRISTINE BUSTOS MIHELICIC, CITY CLERK *JB*
GB MTG 01/11/2023

CITY ATTORNEY'S OFFICE:

Marcelo Martinez

Marcelo Martinez (Jan 9, 2022 09:16 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Jan 14, 2023 08:03 MST)

EMILY OSTER, FINANCE DIRECTOR

ALL

TOURISM SF

Fund: Lodger's Tax Fund/#213

ORG: VSF - Program & Events/Org.#2130523

OBJ: Grants and Services/Obj.# 510400

FY24 TOTAL: \$42,500

Arts & Culture

Fund: Lodger's Tax Fund/#213

ORG: VSF - Arts and Culture Admin/Org.#2132775

OBJ: Advertising/Obj.# 561850

FY24 TOTAL: \$7,500

Parks

Fund: General Fund/#100

ORG: VSF - PTW Admin/Org.#1004150

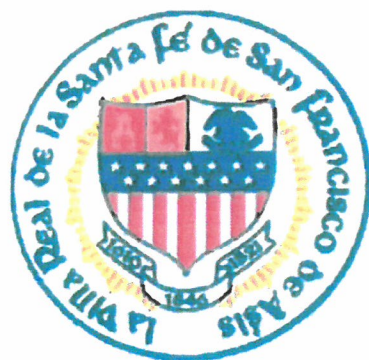
OBJ: Professional Contracts/Obj.# 510300

FY24 Total: \$10,000

The City of Santa Fe
AND
The Department of Tourism

REQUEST FOR PROPOSALS (RFP)

Events Planner



RFP#
23/15/P

RFP Release Date: November 23, 2022

Proposal Due Date: December 7, 2022

ELECTRONIC-ONLY PROPOSAL SUBMISSION

DATE: December 8, 2022
TO: JoAnn Lovato, Interim Chief Procurement Officer
City of Santa Fe
FROM: Randy Randall, Procurement Manager
Tourism Santa Fe
SUBJECT: Evaluation Committee Report, Events Planner RFP # 23/15/P

In accordance with the Request for Proposals for Events Planner issued November 23, 2022, two responses were submitted from the following Offerors: Kiwanis Club of Santa Fe (Kiwanis) and Sage Bird and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Jordan Guenther, Director of Marketing
Ryan Dodge, Program and Events Manager
Justin Cox, National Sales Manager

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- 12/8/2022 Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposal(s).
- The committee agreed to discuss proposals and submit a combined score vs. individual scores to be averaged.
- Two responses were received – Kiwanis and Sage Bird
- Upon review of each for consideration, it was determined that Sage Bird had not submitted the Letter of Transmittal nor the Campaign Contribution Form. Those 2 forms are mandatory to be signed and returned by the proposer. As a result, Sage Bird was determined to be non-responsive
- The proposal from Kiwanis was reviewed and scored as follows.

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (200 Total Points)

	Kiwanis		
Offeror Points	200		

Organizational Experience

Specifications:

Offeror **must**:

- a) provide a brief description of relevant event planning experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of public events. All public events provided to private sector will also be considered;
- b) provide a detailed resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Offeror must include key personnel education, work experience, and applicable certifications/licenses.
- c) describe at least two project successes and failures of event planning. Include how each experience improved the Offeror's services.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

Kiwanis

The Evaluation Committee awarded Kiwanis 200 points based on the Offeror's response. The offeror provided significant proof of expertise, the resumes of key personnel and described in detail the successes and failures of event planning for two past projects.

Section IV.B.2, Organizational References (200 Total Points)

	<u>Kiwanis</u>		
<u>Offeror Points</u>	133		

Organizational References

Specifications:

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years. Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX E, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX E. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II, A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

Evaluation Factors:

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

Kiwanis

The Evaluation Committee awarded Kiwanis 133 points based on the Offeror's response. Offeror did not list the three reference names but did provide to the committee two very favorable and complete references. The deduction was related to not having the list and not receiving a third reference.

Section IV.B.3. Oral Presentation (50 Total Points)

	<u>Kiwanis</u>		
<u>Offeror Points</u>	50		

Oral Presentation

Specifications:

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

Evaluation Factors:

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

Kiwanis

The Evaluation Committee awarded Kiwanis 50 points based on the Offeror's response. Oral presentations were not required.

Section IV.B.4, MANDATORY SPECIFICATIONS 500 Total Points)

	<u>Kiwanis</u>		
<u>Offeror Points</u>	425		

Mandatory Specifications

Specifications:

Give a detailed explanation of your vision of both events and the plans needed to make that vision possible as outlined in the Scope of Work. Give a detailed explanation of how the following performance measures will be met:

- A. Solicit private sector contribution. Contributions from the private sector will be used to offset costs and pay expenses (musicians, fireworks, sound and lights, supplies, security, marketing and other expenses common to an outdoor style city wide production) incurred by the events.
- B. Product and operating budget for each event. Each budget will reflect all income for the event (both City and private sector funds) and all expenses incurred in the presentation of each event. Every reasonable effort shall be made to present a balanced budget
- C. Production and execution of the event.
- D. Serve as a fiscal agent for the event, paying all related invoices.
- E. Maintain a record for future planning purposes, a copy of which is provided to the city with no retained process ownership by the contractor.
- F. Hire subcontractors as needed to perform the services in the agreement.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge.

Kiwanis

The Evaluation Committee awarded Kiwanis 425 points based on the Offeror's response. Items A, B, C, D and F were completed, addressed and answered appropriately. For Item E, the Offeror did indicate that records would be kept, however there was no commitment to provide a copy of the records to the City with no retained process ownership by the Offeror.

Section IV.C, Business Specifications

Section IV.C.1, Letter of Transmittal (Pass/Fail)

	<u>Kiwanis</u>	<u>Sage Bird</u>	
<u>Pass/Fail</u>	PASS	FAIL	

Specifications:

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form must be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.29 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	<u>Kiwanis</u>	<u>Sage Bird</u>	
<u>Pass/Fail</u>	PASS	FAIL	

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Costs (50 Total Points)

	<u>Kiwanis</u>		
<u>Offeror Points</u>	50		

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by the first year combined cost.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the first year combined cost

and the following formula:

Lowest Responsive Offeror's Cost

----- X Available Award Points

Each Offeror's Cost

Kiwanis

The Evaluation Committee awarded Kiwanis 50 points based on the Offeror's response. The Offeror provided an acceptable cost estimate for all four years of the contract and was the only responsive proposal.

Section IV.C.4, NM Preferences

	<u>Kiwanis</u>		
<u>NM Business Preference</u>	0		
<u>NM Veterans Preference</u>	0		

Specifications:

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended),

Offerors

MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below.

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

A. When the City makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the City shall award additional 6% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional points equivalent to 6% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

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

1. The City shall deem a proposal submitted by a resident business to be 6% higher than the proposal actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

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

Kiwanis

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Event Planner
RFP # 23/15/p

Evaluation Summary

	Kiwanis	Sage Bird
Section IV.B 1. Technical Specifications Organizational Experience (200 Points)	200	
Section IV.B 2. Technical Specifications Organizational References (200 Points)	133	
Section IV.B 3. Technical Specifications Oral Presentation (50 Points)	50	
Section IV.B 4. Technical Specifications Mandatory Specification (500 Points)	425	
Section IV.B 5. Technical Specifications Desirable Specification (0 Points)	N/A	
Section IV.C 1. Business Specifications Letter of Transmittal (Pass/Fail)	PASS	FAIL
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	PASS	FAIL
Section IV.C 3. Business Specifications Cost 50 Points)	50	
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 5%		
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%		
TOTAL POINTS AWARDED	858	

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding contract to perform the scope of work as outlined in the Event Planner RFP #23/15/P to the single (1) responsive proposal: Kiwanis Club of Santa Fe; subject to agreement between the TOURISM Santa Fe and the selected Offeror. Awarding a contract to the recommended Offeror(s) is in the best interest and is most advantageous to the State, the Agency, and Agency clients.

Committee Signature Approval



Jordan Guenther
Evaluation Committee Member

12/8/2022

Date



Ryan Dodge (Dec 8, 2022 17:43 MST)

Ryan Dodge
Evaluation Committee Member

12/8/22

Date



Justin RM Cox (Dec 9, 2022 09:03 MST)

Justin Cox
Evaluation Committee Member

12/9/22

Date



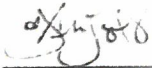
Randy Randall (Dec 9, 2022 09:30 MST)

Randy Randall
Procurement Manager

12/09/2022

Date

Chief Procurement Officer Signature Approval



JoAnn Lovatto
Interim Chief Procurement Officer
City of Santa Fe

12/9/22

Date



Kiwaniis®

The Kiwanis Club of Santa Fe, NM
Post Office Box 622, Santa Fe, NM 87504-0622 USA



burnhim@burnzozobra.com
202-719-9652

City of Santa Fe
100 Lincoln
Santa Fe, NM 87504

Subject: Formal Quote for Dia de los Muertos and New Year's Eve Events

The Kiwanis Club of Santa Fe is pleased to submit this formal quote for the production, hosting, operational management and insure of the Dia de los Muertos celebration and New Year's Eve festivities at the Plaza.

Total Quote: \$105,000.00

This quote represents a \$30,000 increase from the previous fiscal year. The increase is primarily attributed to enhanced labor costs and the implementation of additional security measures, following the recent incident at the Plaza during Fiesta.

Scope of Services Includes:

1. **Production Management:** Coordination of all event logistics including permits, vendor management, and scheduling.
2. **Hosting:** Engagement of artists, performers, and community groups to ensure a vibrant and culturally rich experience.
3. **Operational Support:** On-site management of the events, including setup and breakdown.
4. **Security:** Increased security measures, including additional barriers and personnel to ensure the safety and enjoyment of all attendees.
5. **Insurance Coverage:** Utilization of Kiwanis insurance to ensure comprehensive coverage for the events, further enhancing safety and liability management.

We believe that these events are vital for the community, fostering cultural appreciation and unity among residents and visitors alike. We look forward to the opportunity to collaborate with the City of Santa Fe to make these celebrations a success.

Thank you for considering our proposal. Please feel free to contact me directly at 202-719-9652 or burnhim@burnzozobra.com if you have any questions or require further information.

Respectfully,

Raymond G. Sandoval, Dia de los Muertos and New Year's Eve Chair, Kiwanis Club of Santa Fe



From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [SPENCER, SHIRLEY J.](#); [Purchasing DET](#)
Subject: RE: Determination for NYE & Dia de Muertos Coordination
Date: Friday, November 15, 2024 9:39:29 AM

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 Munis records.
- 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.
 - IT components (anything IT) - ereview@santafenm.gov
 - Vehicles – dmjaramillo@santafenm.gov
 - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov
 - Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov
 - Emergency Related Purchases - bgwilliams@santafenm.gov
 - Asset over \$5k - lmstorey@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%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfd9b907ed42d4%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.

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/finance_1



CITY OF SANTA FE
FINANCE

More Procurement, less drama ~ John Blair

From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>

Sent: Wednesday, November 13, 2024 2:48 PM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; Purchasing DET <purchasing_det@santafenm.gov>

Subject: Determination for NYE & Dia de Muertos Coordination

Hi Travis,

I need a determination for SOW:

Plan, coordinate and execute celebrations for New Year's Eve and Día de Muertos on the plaza which includes, but is not limited to, all planning of the event, obtaining, hiring and payment to musicians, the coordination and negotiation with independent contractors who will provide necessary equipment and personnel (skilled and unskilled), overseeing all aspects of the production of the events, ensuring proper breakdown and clean up occurs and ensuring that all city rules for the use of the plaza are observed. Independent Contractors can include but are not limited to sound and light providers, tent providers, fireworks providers, private security providers and other independent contractors which may or may not be required by the city but are necessary to ensure the safe and successful production of the events. Contractor will also be responsible for solicitation of private funding that is required to produce the event in excess of funds provided by the city.

Thanks,

Shirley Spencer
Administrative Manager
TOURISM Santa Fe
505-955-6208



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2024

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

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

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson PHONE (A/C No, Ext): 317-817-5172 E-MAIL ADDRESS: kiwaniscert@hylant.com	FAX (A/C, No): 317-817-5151
	INSURER(S) AFFORDING COVERAGE	
INSURED Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	INSURER A : Lexington Insurance Company	NAIC # 19437
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

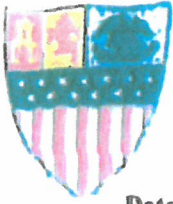
COVERAGES **CERTIFICATE NUMBER:** 281560712 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		013136005	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			013136005	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2024	11/1/2025	All Claims \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
December 30, 2024, through the end of policy term October 31st, 2025
New Years on the Plaza
Located @ Santa Fe Downtown Plaza, 63 Lincoln Ave, Santa Fe NM 87501
Kiwanis Club of Santa Fe K00479

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



REQUEST FOR WAIVER OF INSURANCE

Date: 11/28/2022 Division/department: TOURISM Santa Fe

Project manager: Randy Randall Phone: 505-955-6209

Requested for: Kiwanis Club of Santa Fe

- General liability
 Auto liability
 Professional liability
 Workers compensation (Mandatory unless sole proprietor)
 Other insurance

Scope of services: Plan, Coordination and execute New Years Eve & Dia de Muertos events on the Santa Fe Plaza

Why the request for waiver: Kiwanis Club is a non profit organization and have no employees

Division evaluation of risk:

What is the term and annual dollar amount of the contract: 4 year term, annual \$75,000

- | | | |
|---|---|---|
| Is our standard contract being used: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Was the contractor asked if they carry insurance: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Is there construction/demolition: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Is there potential for bodily injury or property damage: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Are crowds or children likely to be involved: | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No <i>MYL</i> |
| Will the contractor be working on site in the City: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Is the contractor a professional (licensed, certified): | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Will the City rely on information to make future decisions: | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No <i>MYL</i> |
| Could poor, non-performance or the product cause loss: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Office of Risk Management recommendation: | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Melanie Lovato

Insurance Waiver Approved

Insurance Waiver Not Approved

John Blair
City Manager

John Blair, City Manager

Date