



Agenda

**Regular Meeting of the Quality
of Life Committee
February 4, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue**

Procedures for Quality of Life Committee Meeting

Viewing: *If the relevant technology is available to record the meeting in City Hall,* members of the public may stream the meeting live on the [City of Santa Fe's YouTube channel](#). The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording, *if created*, of this and all past meetings of the Governing Body will also remain available for viewing at any time on the [City's YouTube channel](#). Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
 - a. Teen Center Presentation (Sandra Emory, Youth & Family Services Program Manager; sxemory@santafenm.gov & Serena Munoz, Recreation Supervisor; slmunoz@santafenm.gov & Atalaya Dorsey, Recreation Supervisor; aidorsey@santafenm.gov)
6. Action Items: Consent Agenda
 - a. Request for Approval of the January 21, 2026, Quality of Life Committee Meeting Minutes. (Marcella A. Apodaca, Business Operations Manager; maapodaca1@santafenm.gov)

Committee Review:

Quality of Life Committee: 02/04/2026

- b. Request for Approval of Professional Services Contract Santa Fe Business Incubator for Business Incubation Services in the Total Amount of \$600,000 for a Three-Year Term. (Johanna Nelson, Office of Economic Development

Director; jcnelson@santafenm.gov and Noah Tamas-Parris, Contracts Administrator; nmtamasparris@santafenm.gov)

Committee Review:

Economic Development Advisory Committee: 02/04/2026

Quality of Life Committee: 02/04/2026

Finance Committee: 02/09/2026

Governing Body: 02/11/2026

- c. Request for Approval of the New Mexico Department of Finance & Administration Certification for Allocation 23-ZH5048-81-3 (Year 3) in the Amount of \$93,750 for the Hiring of Law Enforcement/Support Positions at the Santa Fe Police Department for FY26 until June 30, 2026. (Ben Valdez, Deputy Chief of Police; bpvaldez@santafenm.gov).

1. Request for Approval of a Budget Amendment Resolution in the Total Amount of \$93,750 from the New Mexico Department of Finance and Administration Fund to the Police Salaries Fund.

Committee Review:

Quality of Life Committee: 02/04/2026

Finance Committee: 02/09/2026

Governing Body: 02/11/2026

- d. Request for Approval of Amendment No.1 to Item # 22-0521 with Clarion Associates to Increase the Compensation by \$50,982.06 for a New Total Contract Amount of \$246,697.06 for the Update of the Land Development Code (Heather Lamboy, Planning & Land Use Director; hllamboy@santafenm.gov)

Committee Review:

Quality of Life Committee: 02/04/2026

Finance Committee: 02/09/2026

Governing Body: 02/11/2026

7. Action Items: Discussion Agenda
8. Executive Session
9. Matters from Staff
10. Matters from the Committee
11. Matters from the Chair
12. Next Meeting: Wednesday February 18, 2026
13. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

The background image shows the exterior of the Santa Fe Teen Center. In the foreground, there is a wide, paved courtyard with large, light-colored rectangular tiles. To the left, there are some low-lying plants and a small, modern structure with a curved, glass-enclosed roof. In the background, the main building of the center is visible, featuring a mix of brown and grey tones with a patterned facade. The sky is blue with some light clouds.

Santa Fe Teen Center

Our Role in the Community

Who We Are

A welcoming, safe and inclusive space located on the Southside of Santa Fe dedicated to serving teens and our community

Who We Serve

- Teens ages 12-18
- Youth from diverse backgrounds, experiences, and interests
- Families and community members through community events

What We Do

- Provide a safe, supervised, and inclusive space for teens
- Support positive youth development, personal growth, and leadership
- Ensure teens have access to supportive adults, resources, and opportunities



Usage

- Over the past two years our facility has engaged approximately 1,300 teens.
- In 2025, the Teen Center saw over 20,000 hours of youth participation
- Provide transportation from 10 schools across Santa Fe
- Every youth who enters the Teen Center can be provided a meal, free of charge, while on site



Resources



- Crisis support and suicide prevention awareness
- Access to food and snacks
- Transportation
- Academic support
- Structured entertainment and activities
- Peer interaction and social development

Facility

- Game Room
- Commercial Kitchen
- Gymnasium
- Weight Room
- Computer Lab
- Classroom (x2)
- Outdoor recreation area
- Lobby
- Media Studio
- Quiet Room
- Conference Room
- Art Room
- Washer/Dryer
- Shower
- Indoor/Outdoor stages



Programming Offered

Outside programs

- Tutoring - educational
- 3D Printing – STEM
- Meditation workshops
- Stipend gardening program

In-house programs

- Tournaments – sport/video game
- Art Activities
- Nails, Hair & More





Needs

We ask that you consider these unmet needs where the Teen center could use your support:

- Youth mental health
- Opportunities to address food insecurity
- Professional development for staff
- Better communication source to reach teens directly

**QUALITY OF LIFE COMMITTEE
WEDNESDAY, JANUARY 21, 2025, 5:00 PM
CITY COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO**

1. CALL TO ORDER

A meeting of the Quality of Life Committee was called to order on Wednesday, January 21, 2025, at 5:00 pm, by Councilor Castro, Chair, at City Hall, in the City Council Chambers, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. ROLL CALL

MEMBERS PRESENT

Councilor Alma Castro, Chair

Councilor Elizabeth Barrett

Councilor Patricia Feghali

Councilor Amanda Chavez, present from 5:10 pm to 5:40 pm

Councilor Jamie Cassutt

OTHERS PRESENT

Marcella Apodaca, Committee Liaison

Johanna Nelson, Director, Economic Development Department

Manual Sanchez, Community Services Department

3. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Feghali, seconded by Councilor Barrett, to approve the agenda as presented.

VOTE The motion passed on a roll call vote as follows:

Councilor Barrett, yes; Councilor Feghali, yes; Councilor Cassutt, yes; Chair Castro, yes.

4. APPROVAL OF CONSENT AGENDA

Item 6 (H) was removed for discussion.

MOTION A motion was made by Councilor Barrett, seconded by Councilor Feghali, to approve the Consent Agenda as amended.

VOTE The motion passed on a roll call vote as follows:

Councilor Barrett, yes; Councilor Feghali, yes; Councilor Cassutt, yes: Chair Castro, yes.

Councilor Chavez arrived at the meeting.

5. PRESENTATIONS

A. INCLUSIONARY ZONING POLICY

Presented.

6. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE DECEMBER 3, 2025 QUALITY OF LIFE COMMITTEE MEETING MINUTES

Approved on consent.

B. REQUEST FOR APPROVAL OF A GRANT AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION T FUND THE END DRIVING WHILE IMPAIRED PROJECT, BUCKLE UP, CLICK IT OR TICKET PROJECT, DISTRACTED DRIVING PROJECT, AND SELECTIVE TRAFFIC ENFORCEMENT PROGRAM, SUMMER ENFORCEMENT PERIOD PROJECT IN THE TOTAL AMOUNT OF \$87,349 THROUGH SEPTEMBER 30, 2026.

1. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF \$87,349 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FUND - STATE GRANTS TO THE POLICE OVERTIME FUND.

Approved on consent.

C. REQUEST FOR APPROVAL OF A CAPITAL OUTLAY GRANT AGREEMENT FOR CAPITAL APPROPRIATION PROJECT A22-G5353 WITH THE NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT FOR THE PURCHASE AND INSTALLATION OF MEALS EQUIPMENT AND OTHER EQUIPMENT FOR THE MARY ESTHER GONZALES SENIOR CENTER IN THE TOTAL AMOUNT OF \$235,630 THROUGH JUNE 30, 2026.

Approved on consent.

- D. REQUEST FOR APPROVAL OF CAPITAL OUTLAY GRANT AGREEMENT FOR CAPITAL APPROPRIATION PROJECT A22-G5354 WITH NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT FOR THE PURCHASE AND INSTALLATION OF MEALS EQUIPMENT AND OTHER EQUIPMENT FOR THE PASATIEMPO SENIOR CENTER IN THE TOTAL AMOUNT OF \$65,805 THROUGH JUNE 30, 2026.**

Approved on consent.

- E. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO ITEM #25-0011 WITH THE SANTA FE ANIMAL SHELTER AND HUMANE SOCIETY, INC. TO INCREASE THE COMPENSATION BY \$136,800 FOR A NEW TOTAL CONTRACT AMOUNT OF \$567,089 AND EXTEND THE TERM FOR AN ADDITIONAL THREE MONTHS FOR ANIMAL BOARDING AND CARE SERVICES.**

Approved on consent.

- F. REQUEST FOR APPROVAL OF CAPITAL OUTLAY GRANT AGREEMENT WITH NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FOR PROJECT 25-J3157 IN THE TOTAL AMOUNT OF \$710,000 FOR PERMANENT AND TRANSITIONAL HOUSING TO END HOMELESSNESS WITH A REVERSION DATE OF JUNE 30, 2029.**
- 1. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE \$702,900 FROM THE 2025 CAPITAL APPROPRIATION TO FY26 REVENUE AND WIP CONSTRUCTION FOR PERMANENT AND TRANSITIONAL HOUSING.**

Approved on consent.

- G. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION ADOPTING ANNUAL OPEN MEETINGS ACT NOTICE STANDARDS FOR 2026.**

Approved on consent.

- H. CONSIDERATION OF BILL NO. 2025-23. ADOPTION OF ORDINANCE NO. 2026-_____. A BILL AMENDING SFCC 1987, SECTION 2-4.2, TO REQUIRE CITY MANAGERS TO BE INTERNATIONAL CITY MANAGER**

ASSOCIATION (“ICMA”) - CREDENTIALLED OR CREDENTIAL-ELIGIBLE UNLESS AN APPOINTMENT AND CONSENT OF SUCH A CANDIDATE IS NOT POSSIBLE AFTER FIVE MONTHS; REQUIRING CANDIDATES FOR DEPUTY CITY MANAGER TO HAVE THE SAME QUALIFICATIONS PURSUANT TO SECTION 2-4.6(L); REMOVING PORTIONS OF SECTION 2-4.3 THAT CONFLICT WITH CITY CHARTER; AND REMOVING THE PROHIBITION FOR AN ACTING CITY MANAGER TO EMPLOY AND DISCHARGE PERSONNEL.

MAIN MOTION A motion was made by Councilor Cassutt, seconded by Councilor Feghali, to approve Bill No. 2025-23.

Councilor Chavez left the meeting.

MOTION A motion was made by Councilor Feghali, seconded by Councilor Cassutt, to move Amendment A to Bill No. 2026-23.

VOTE The motion passed on a roll call vote as follows:

Councilor Barrett, yes; Councilor Feghali, yes; Councilor Cassutt, yes: Chair Castro, yes.

VOTE The motion on the main motion as amended passed on a roll call vote as follows:

Councilor Barrett, yes; Councilor Feghali, yes; Councilor Cassutt, yes: Chair Castro, yes.

7. ACTION ITEMS: DISCUSSION AGENDA

None.

8. EXECUTIVE SESSION

None.

9. MATTERS FROM STAFF

Heard.

10. MATTERS FROM THE COMMITTEE

Heard.

11. MATTERS FROM THE CHAIR

Heard.

12. NEXT MEETING: WEDNESDAY, FEBRUARY 4, 2026

13. ADJOURN

There bring no further business before the Committee, the meeting adjourned at 6:02 pm

Councilor Alma Castro, Chair

Elizabeth Martin
Elizabeth Martin (Jan 28, 2026 10:41:38 MST)

Elizabeth Martin, Stenographer

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

B. **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]

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

CITY OF SANTA FE:

CONTRACTOR:

MICHAEL GARCIA, MAYOR

M Longserre

MARIE LONGSERRE, PRESIDENT & CEO

DATE: Jan 12, 2026

NMBTIN: _____

ATTEST:

CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews
[Ruby Crews \(Jan 12, 2026 16:38:20 MST\)](#)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

BRIAN MOYA

FINANCE

**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**

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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_NzY1ZWUwN2U0MTUyYy00ZTAwLWEyN2U0ZDE3ZWY4ZTNlOWJm%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:

- Executive Summary: A concise summary of the project scope, clearly delineating in-scope and out-of-scope items.
- Finalized Scope Documents: Detailed descriptions of project tasks and methodologies.
- Simplified Metrics: Clear and measurable descriptions of project deliverables.
- Detailed Scope Descriptions: A comprehensive breakdown of all actions required by the Offeror, City, and stakeholders, including detailed and milestone schedules.
- Finalized Weekly Risk Report (WRR) Format.
- 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.
- Project and Emergency Contact List.
- 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



SANTFEB-06

BMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2025

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 License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Selective Insurance Company of America INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Santa Fe Business Incubator Inc 3900 Paseo Del Sol Santa Fe, NM 87507	NAIC # 12572

COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC ☐ OTHER:	X	X	S 2304127	11/18/2025	11/18/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			S 2304127	11/18/2025	11/18/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			S 2304127	11/18/2025	11/18/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	☒ 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	N / A	WC 9075420	10/26/2025	10/26/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
20 Lincoln Avenue
Santa Fe, NM 87504-0909

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

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
• 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

INSURED'S COPY

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-SARGIS, 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:

- 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

- 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/ewhitmore>

Office Phone: 505.955.6844

Mobile: 505.227.1086/505.819.1846

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_ZAvEtBRXP7tTXFc

"GB-120-Santa Fe Business Incubator" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-01-14 - 10:22:30 PM GMT- IP address: 50.228.218.220
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2026-01-14 - 10:26:17 PM GMT
-  Email sent to erenzwhitmore@santafenm.gov bounced and could not be delivered
2026-01-14 - 10:26:25 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2026-01-14 - 11:31:42 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2026-01-14 - 11:32:36 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-01-14 - 11:32:42 PM GMT
-  Email sent to erenzwhitmore@santafenm.gov bounced and could not be delivered
2026-01-14 - 11:33:05 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-01-15 - 3:51:25 PM GMT- IP address: 63.232.20.2
-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2026-01-15 - 3:56:38 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for signature
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2026-01-15 - 3:56:55 PM GMT

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2026-01-15 - 8:47:19 PM GMT- IP address: 63.232.20.2

 Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)

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

 Agreement completed.

2026-01-15 - 8:50:12 PM GMT



Date: January 27, 2026

To: Governing Body
Finance Committee
Quality of Life Committee

Via: Brian Moya, Interim City Manager *Brian Moya*
Thomas Grundler, Interim Chief of Police *Thomas Grundler* (Jan 27, 2026 14:14:43 MST)

From: Ben Valdez, Deputy Chief of Police *B. Valdez, DC*
B. Valdez, DC (Jan 27, 2026 13:21:14 MST)

Subject: Allocation 23-ZH5048-81-3 (yr3)

Vendor Name: Department of Finance Authority

Vendor Number: 3125

ITEM AND ISSUE:

Request for Approval of the Department of Finance & Administration Certification for Allocation 23-ZH5048-81 in the amount of \$93,750 for the Hiring of Law Enforcement/Support Positions at the Santa Fe Police Department for FY26 (Year 3). Funds are allocated over a 3-year period. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov)

1. Request for Approval of a Budget Adjustment Resolution in the Total Amount of \$93,750 from the NM Department of Finance and Administration Fund to the Police Salaries Fund.

BACKGROUND AND SUMMARY:

The City of Santa Fe submitted a request for a disbursement of funds from the Department of Finance and Administration (DFA). During the 2023 Legislative session, Governor Michelle Lujan Grisham signed legislation appropriating \$57M for New Mexico law enforcement agencies to help build personnel capacity.

The FY24 Law Enforcement Recruitment Fund was established and allows the funds to be used:

- To fill law enforcement officer or support positions (if unfunded)
- To create new law enforcement officers or support positions.

The funds can be used for salaries and benefits up to the amount allocated by the award. The Department requested funding to create (4) Crime Scene Technician positions and (1) Crime Analyst position. On September 22, 2023, the City of Santa Fe received notice that we were awarded funding for the (5) positions, with each position being granted up to \$75,000.

This appropriation is distributed over 3 years, for a total allocation of \$656,250.00 to Santa Fe Police Department.

1. Year 1 allows for 100% of the allocation of \$375,000, with each position being funded up to \$75,000.00.
(COMPLETED)

2. Year 2 allows for 50% of the allocation up to \$187,500 for salary and benefits. The City of Santa Fe will absorb the remaining 50% in Year 2. **(COMPLETED)**
3. Year 3 the City will be able to utilize 25% up to \$93,750 for salary and benefits and the City will be responsible for the remaining 75% of the funding.
4. Year 4 the City will be responsible for fully funding the positions.

The (5) support positions had been requested in previous years to allow expanded capacity to shift workload from personnel in police officer roles to civilian personnel.

With Year 1 approved and completed, we were able to fill all (5) support positions.

The Department has staffed the Crime Scene Unit with primarily civilian staff, which is currently fully staffed with (8) Crime Scene Technicians. This has allowed on duty coverage by the Crime Scene Unit to seven days a week during the hours of 6:00 a.m. to 10:00 p.m., with on call coverage from 10:00 p.m. to 6:00 a.m. This allows police officers to be assigned to higher priority calls that are not suitable for civilian staff to respond to.

We have been able to fully staff (2) Crime Analyst that are primarily responsible for completing monthly crime reports, compiling data for crime trends to support planning for deployment of resources for proactive operations and compiling data for annual crime reporting. We are working to expand their responsibilities to real time crime information that can be compiled and relayed to field and investigations units without disrupting the monthly reporting process. By increasing the staffing, we will be able to distribute the workload in the unit and have the ability to analyze and communicate real time crime information to our staff to curtail crime trends and efficiently deploy resources using real time intelligence-based information that is timely and relevant.

The certification has a requirement on reporting on the use of the funds to DFA on form "Exhibit A" which is attached to this packet. Any funds not disbursed during this fiscal year will need to be reverted back to DFA.

The positions have been a welcomed relief to our staff and their workload has been able to be distributed more equitably.

The Police Department will continue to work with the Human Resources and Finance Departments to plan for budgeting the positions for future years until the City completely absorbs the cost in the annual budget.

PROCUREMENT METHOD:

N/A

Chief Procurement Officer Approval: N/A **Date:** _____

Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER: N/A

FUNDING SOURCE/REVENUE: ☐Expense | ☒Revenue

The funding source is:

Fund Name/Number Law Enforcement/ Fund 223

Munis Org Name/Number: Police Grants/ 2230315

Munis Object Name/Number: Salaries/ 500110

Budget Officer Approval: Andy Hopkins **Date:** Jan 27, 2026
Comment/Exceptions: _____

Grant ☒ Yes | ☐ No

Grant #: S2415 (Year 3)

Grant Manager/Accounting Officer Approval: Matthew Bonifer **Date:** Jan 27, 2026
Matthew Bonifer (Jan 27, 2026 14:33:09 MST)

Comment/Exceptions: _____

Project ☒ Yes | ☐ No

Project Ledger #: POL2422305

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000

☐ Yes | ☒ No

Asset # (if known): _____

Repair or Replacement of Existing Equipment:

☐ Yes | ☒ No

Please explain: N/A

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

☐ Yes | ☒ No

Anticipated length of project: N/A

Asset Manager Approval: N/A **Date:** _____

Comment/Exceptions: _____

Was this service deemed construction: ☐ Yes | ☒ No

Department Approvals:

IT Components: ☐ Yes | ☒ No

Vehicles: ☐ Yes | ☒ No

Facilities, Furniture, Fixtures, Equipment: ☐ Yes | ☒ No

Approval: N/A **Title:** _____ **Date:** _____

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

Comment & Exceptions: _____

Department Contract Administrator Contact Info: AnnaMarie Bowen, x5122, acbowen@santafenm.gov

ATTACHMENTS:

Allocation Disbursement

BAR

Project Ledger Form

RECIPIENT:

City of Santa Fe

APPROPRIATION NUMBER:

23-ZH5048-81-3

TOTAL ALLOCATION
AMOUNT:

\$656,250.00

REVERSION DATE:

June 30, 2026

ALLOCATION PURPOSE

Six hundred fifty-six thousand two hundred fifty dollars and zero cents over three years to hire law enforcement/support positions. The third allocation will be disbursed within 15 business days of execution of this agreement.

ALLOCATION DISBURSEMENT

The remaining allocation amount, after receiving the first-year allocation in fiscal year 2024, and second-year is fiscal year 2025 will be disbursed as follows: the third-year allocated funds will be disbursed up to \$93,750 in fiscal year 2026. The Allocation Recipient will submit to the Department of Finance & Administration this signed document. Disbursements of funds will be made within 15 business days of receipt of the signed agreement.

Funds for the third disbursement must be expended by June 30, 2026. Any amount not expended in the remaining year will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditure must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Law Enforcement Recruitment Report, providing updates on the hiring of law enforcement/support positions.

CERTIFICATION

I hereby certify that the **City of Santa Fe**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.


Thomas Grundler (Jan 27, 2026 14:14:43 MST)

Local Law Enforcement Agency

Jan 27, 2026

Date

Authorized Local Governing Body Authority

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number **23-ZH5048-81-3** in the amount of **93,750**.

Local Government Division

Date

IN WITNESS WHEREOF, the City of Santa Fe has executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

MICHAEL GARCIA, MAYOR

DATE: _____

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan
Christopher W. Ryan (Jan 23, 2026 12:13:27 MST)
CHRIS RYAN, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

BRIAN MOYA
FINANCE DIRECTOR

Business Unit: 341

STATE OF NEW MEXICO
Law Enforcement Recruitment Fund
Quarterly Report Form
Exhibit A

Allocation Recipient:	
Appropriation Number:	

Provide names of individuals hired <u>and</u> their hire date:	Title of Position	Vacant Position Salary (YTD) :	New Position Salary (YTD):
Total Amount of Appropriation Funds Expended this Quarter:		Total: \$	Total: \$

Add extra lines as applicable.

Narrative: (Provide description of next steps to fill any remaining vacant positions. Examples: hiring event or outreach using social media.)	



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 01/15/2026

Project Title: FY26 Law Enforcement Recruitment Fund Allocation 23-ZH5048-81-3

Project Type: ☐ CIP ☒ Grant ☒ Internal Tracking

Department: SFPD Project Manager: Deputy Chief Ben Valdez Ext: 5040

Project Date Range: 07/01/2025 to 06/30/2026 ☐ Create Fixed Asset

Project ID: POL2422305

Grant ID: S2415

Approved By: BSG 01.27.26 Erika Lujan
(Finance Use Only)

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: New Mexico Department of Finance & Administration % of Funding: 100

MUNIS ORG: 2230315 MUNIS OBJ: 490210 Awarded Amount: \$93,750 (Year 3)

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Salaries MUNIS ORG: 2230315 MUNIS OBJ: 500110

Grants Only (list all grants if applicable):

Grantor Name: CAP APPR. 23-ZH5048-81-3/HB68 Awarded Amount: \$656,250.00

AR Charge Code: 2230315.490210 ☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form)

☒ Attached Grant Documentation

The Purchasing Memo

Date: January 22, 2026

To: Governing Body and Finance Committee

From: Heather Lamboy, AICP, Planning and Land Use Director

Via: Brian Moya, Interim City Manager

Andrea Phillips, Interim Finance Director

Andy Hopkins, Budget Officer

Subject: Contract Amendment for Land Development Code Update

Vendor Name: Clarion Associates

Munis Vendor Number: 9463

ITEM AND ISSUE:

Land Use Department respectfully requests your review and approval of a Amendment #1 to Contract 22-0521 with Clarion Associates for Land Development Code Update. Amendment #1 increases the amount of compensation by \$50,982.06 for a total compensation of \$246,697.06 inclusive of GRT.

CONTRACT NUMBER:

The FY22 Munis contract number is 3203599

BACKGROUND AND SUMMARY:

The Planning and Land Use Department (“Department”) respectfully requests approval of an amendment to increase the total compensation for contract #22-0521 with Clarion Associates (“Clarion”), for completion of Phases 1a and 1b of the Land Development Code update (“LDC update”).

On December 30, 2022, the Governing Body of the City of Santa Fe (“City”) approved a Professional Services Agreement (“Contract”) with Clarion Associates for \$195,715.00 to complete Phases 1a and 1b of the LDC update. This Contract was issued in fulfillment of RFP #22/22/P and is attached hereto as “Exhibit A.” As a reminder, the LDC update is being accomplished through the following phases:

- Phase 1a: Diagnostic Review
- Phase 1b: Code Housekeeping and Technical Corrections
- Phase 2: Promoting Key Standards
- Phase 3: General Plan implementation

The funds were appropriated in Fiscal Years 2023, 2024 and 2025, and expended accordingly. This budget can be found in Org 1004501 / Object Code 510300. All of the work completed by Clarion during this time was included in Section One of the agreed-upon Scope of Work (“SOW”), including delivery of Phases 1a and 1b of the LDC update. However, insufficient funding for the more complex elements in Phases 1a and 1b, as well as an extended City review period that was not anticipated when developing the SOW or budget, resulted in additional expenses that surpassed the amount allowed in the original contract, totaling \$50,982.06. This request does not include a change in SOW for Phase One.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund 100

Munis Org Name/Number: Land Use 1004501

Munis Object Name/Number: Professional Contracts 510300

Budget Officer / Designee: Andy Hopkins **Date:** 01/27/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

RFP 22/22/P

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano **Date:** 01/28/2026

CPO Comment/Exceptions: ATF memo approved.

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:

Amendment:

Original contract packet (with previous contract amendments)

CITY OF SANTA FE
AMENDMENT No. 1 TO
Contract # 3203599

Land Development Code Diagnostic Review

This AMENDMENT No. One the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated October 30, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Clarion Associates LLC. (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 the work outlined in the contract.

B. Pursuant to the Amendment Article of the original Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

Updated sections below replace the corresponding sections listed in the contract.

1. COMPENSATION

Article 3 of the Contract is amended to increase the amount of compensation by a total of \$50,982.06 so that Article 3 reads in its entirety as follows:

- A. The City shall pay to the Contractor in full payment for services satisfactorily performed. Upon completion of Phase I (Exhibit B), the total amount payable to the Contractor under this agreement, inclusive of gross receipts tax and expenses, shall not exceed two hundred forty-six thousand, six hundred ninety-seven dollars and six cents (\$246,697.06). This amount is a

maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The Contractor is responsible for notifying the City when the services provided under this agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services being provided.

- 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.

2. CONTRACT IN FULL FORCE

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

MICHAEL GARCIA, MAYOR

Elizabeth Garvin

ELIZABETH GARVIN, DIRECTOR

DATE:_____

DATE: Jan 16, 2026

NMBTIN: _____

ATTEST:

CITY CLERK

CITY ATTORNEY’S OFFICE:

Frank Ruybalid

FRANK RUYBALID, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

BRIAN MOYA

FINANCE DIRECTOR

Date: January 9, 2026

To: Brian Moya, Interim City Manager

From: Heather L. Lamboy AICP, Planning & Land Use Director

RE: Retroactive Contract Amendment for Land Development Code update

ACTION

Request retroactive approval for a Purchase Order for the purchase of consulting services required for the completion and delivery of the Phase 1 of the Land Development Code update (“LDC update”). This purchase will be scheduled for review at the January 21st Quality of Life Committee meeting; the January 26th Finance Committee meeting; and approval at the January 28th Governing Body meeting.

BACKGROUND

In September 2024 the Planning and Land Use Department submitted the administrative draft of the LDC update Phase 1 document to the City Attorney’s Office (“CAO”) for review and edits, then awaited the revisions for the next 12 months. In late 2025 the review and edits were completed and incorporated, and the document went to the requisite committees for review and ultimately to the Governing Body for approval on November 19, 2025. Throughout the protracted review process, the City’s consultant, Clarion Associates, continued to work on in-scope tasks, assisting as needed to maintain progress on the document’s adoption. During this unanticipated 12-month slowdown in work on the document, there was also a change of vendor from Clarion Associates to Goebel Partners, LLC, as two of the key team members for this project, Ms. Jenny Baker and Mr. Matt Goebel (Project manager of the LDC update) ended their employment with left Clarion Associates. Clarion Associates completed their work on Phase 1 and handed the project over to Goebel Partners, who will fulfill all contract obligations leading to and including adoption of the Code, once contract #22-0521 is formally reassigned. The total increase to the total compensation, to be paid via new purchase order (“PO”), is \$50,982.06. This will pay Clarion Associates for the additional work performed during City review, which brings the Phase 1 contract budget to a new total of \$246,697.06 (including NMGR). If the requested increase in total compensation is not approved and paid to Clarion Associates for work undertaken in fulfilling the obligations of the approved scope-of-work (“SOW”), they may elect not to sign the contract reassignment letter, which is required for the project to be completed by Goebel Partners, which poses a serious risk to the success of the project.

In order to avoid delays to the project, the Planning and Land Use Department is requesting permission to increase the total compensation and issue the PO for Clarion Associates. As such, staff is providing this memorandum as required by Section 20 (“XX”) of the Procurement Manual for retroactive approval.

XX. Retroactive Approval for a Contract or Contract Amendment

The Procurement Code requires that all non-exempt procurement by the City shall be achieved by complete sealed bids or competitive sealed proposals except for small purchased, sole source procurements, emergency procurements, and existing contracts. Failure of retroactive approval for contract and contract amendments that fulfill all of the requirements of this manual and the Procurement Code, the City will approve the date requested in writing by the Requesting Department on the memo accompanying the request as long as the requested approval date is within thirty (30) days of the expiration of the contract.

For retroactive approval of the contract and contract amendment apart from the approval given pursuant to the provisions of this manual, the City may grant additional retroactive approval to a contract or contract amendment, based upon exceptional circumstances, where all the following conditions are met:

- A. The services performed without the City’s prior approval of the contract did not occur as the result of repeated mistakes or the willful misconduct of the Requesting Department.**
- B. The failure to obtain the City’s retroactive approval will prevent the Requesting Department from fulfilling its obligations.**
- C. The Requesting Department provides to the City Manager a written, factual, explanation of the matters described in Paragraphs (1) and (2) signed by the Department Director.**
- D. The Requesting Department requested, through a public officer or employee with authority to make such a request, the contractor to perform services that were then actually performed by the contractor in good faith reliance that it would be paid for those services.**

The Procurement Code, NMSA 1978 13-1-182, as amended, govern situations in which the City has denied a request for retroactive approval of a contract or contract amendment due to the department’s failure to meet the requirements of this rule.

SUMMARY

- This purchase is being made via a CES Price Agreement. (Paragraph 1)
- This request is being made within 30 days of the Expiration Date of the existing Agreement

(December 31, 2026). (Paragraph 2)

- This purchase being made in this fashion is not occurring as the result of repeated mistakes by the Contractor or the Requesting Department but is due to an unexpected, extensive delay by a different department whose review and approval was mandatory for adoption of the proposed regulations. (Paragraph 3A).
- The failure to obtain this retroactive approval would seriously delay or terminate the project before its completion. (Paragraph 3B).
- Factual explanation of the situation and its relevance to our Procurement Manual's Section 20 is provided in this memo. (Paragraph 3C).
- The Planning and Land Use Director requests permission to increase the total compensation and execute a Purchase Order by which to issue payment for services already rendered in good faith, as the tasks were included in the agreed-upon scope. This will allow the consultant to sign the reassignment letter so that the new vendor may commence work and prevent a delay to this critical project. (Paragraph 3D).

Approval for use of retroactive contract amendment:

BRIAN MOYA

Jan 16, 2026

Brian Moya

Date

Interim City Manager



Date: January 9, 2026

To: Governing Body

Via: Brian Moya, Interim City Manager
Andrea Phillips, Interim Finance Director
Andy Hopkins, Budget Officer

From: Heather L. Lamboy, AICP, Planning & Land Use Director

RE: Contract Amendment for Land Development Code update

ACTION

The Planning and Land Use Department (“Department”) respectfully requests approval of an amendment to increase the total compensation for contract #22-0521 with Clarion Associates (“Clarion”), for completion of Phases 1a and 1b of the Land Development Code update (“LDC update”).

BACKGROUND & SUMMARY

On December 30, 2022, the Governing Body of the City of Santa Fe (“City”) approved a Professional Services Agreement (“Contract”) with Clarion Associates for \$195,715.00 to complete Phases 1a and 1b of the LDC update. This Contract was issued in fulfillment of RFP #22/22/P and is attached hereto as “Exhibit A.” As a reminder, the LDC update is being accomplished through the following phases:

- Phase 1a: Diagnostic Review
- Phase 1b: Code Housekeeping and Technical Corrections
- Phase 2: Promoting Key Standards
- Phase 3: General Plan implementation

The funds were appropriated in Fiscal Years 2023, 2024 and 2025, and expended accordingly. This budget can be found in Org 1004501 / Object Code 510300. All of the work completed by Clarion during this time was included in Section One of the agreed-upon Scope of Work (“SOW”), including delivery of Phases 1a and 1b of the LDC update. However, insufficient funding for the more complex elements in Phases 1a and 1b, as well as an extended City review period that was not anticipated when developing the SOW or budget, resulted in additional expenses that surpassed the amount allowed in the original contract, totaling \$50,982.06. This request does not include a change in SOW for Phase One.

FUNDING SOURCE

Land Use – General Fund

Fund Name/Number: General Fund/100

Org. Name/Number: Land Use Admin/1004501

Object Name/Number: Professional Contracts/510300

EXHIBIT

A: Contract # 22-0521 (City of Santa Fe and Clarion Associates)



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Clarion Associates LLC

Procurement Title: Professional Service Agreement

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☒ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Land Use Staff Name Amanda Encinias

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☒	☐	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☒	All documentation presented to Committees
☐	☒	Other:

<u>Amanda Encinias</u>	Administrative Manager	10-17-22
Department Rep Printed Name (attesting that all information included)	Title	Date
<u>JoAnn Lovato</u>	Contracts Supervisor	Oct 21, 2022
Purchasing Officer (attesting that all information is reviewed)	Title	Date

ITT Representative (attesting that all information is reviewed)	Title	Date
---	-------	------

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe, New Mexico

memo

DATE: October 17, 2022

TO: John Blair, Santa Fe City Manager

VIA: Jason M. Kluck, Planning and Land Use Department Director *jmk*
Heather L. Lamboy, AICP, Assistant Land Use Director *HLL*

FROM: Daniel Alvarado, Planner Senior

SUBJECT: Professional Services Agreement for RFP #22/22/P, Land Development Code Diagnostic Review

The City of Santa Fe Planning and Land Use Department respectfully submit for your approval a Professional Services Agreement (Contract) between the City of Santa Fe, New Mexico, (City) and CLARION ASSOCIATES, (Contractor) for RFP #22/22/P, Land Development Code Diagnostic Review. The Contractor will provide the services described in Section 1 of the Contract: Scope of Work, and further described in the Contractor's Technical and Cost Proposals, which are attached to the contract as "Exhibit A."

The Contract identifies three phases that will be undertaken by the Contractor as part of the Land Development Code Diagnostic Review. The phases are broken down accordingly:

- Phase 1A: Diagnostic Review
- Phase 1B: Code Housekeeping and Technical Corrections
- Phase 2: Promoting Key Standards
- Phase 3: General Plan Implementation

Currently, only Phase 1A and 1B are funded, while phases 2 and 3 will be undertaken "as funds become available" as stated in the Contract Scope of Work.

The Contractor's proposed budget for Phase 1A and 1B total \$195,715.00. Budget for this is available in Org 1004501 and Object Code 510300

The Contractor's anticipated budget for Phase 2 is \$300,000 - \$350,000, while their anticipated budget for Phase 3 is \$120,000 - \$150,000. Upon the completion of Phase 1 and the funding of Phases 2 and 3, these budgets will be finalized and the Contract will be amended to reflect the new total budget of the project.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203599

Contractor: Clarion Associates

Description: Land Development Code Diagnostic Review

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: TBD Term End Date: 12-31-26

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

JoAnn Lovato
JoAnn Lovato (Oct 21, 2022 11:43 MDT)

Oct 21, 2022
Date: _____

Purchasing Officer Review: _____
Comment & Exceptions: Procured via RFP

4. **Funding Source:** Land Use-General Fund **Org / Object:** 1004501.510300

Andy Hopkins
Andy Hopkins (Oct 21, 2022 10:40 MDT)

Oct 21, 2022
Date: _____

Budget Officer Approval: _____
Comment & Exceptions: _____

Staff Contact who completed this form: Amanda Encinias Phone # 955-6122

Email: ajencinias@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and CLARION ASSOCIATES, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as Land Use Consultants, rendering services related to Land Development Code Diagnostic Review for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [December 31, 2026], as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Work.**

The Contractor shall provide the following services, further described as deliverables in Phase 1 (Tasks 1-5) as described in Exhibit "A" attached hereto, to the City as represented in their proposal to the City in response to RFP #22/22/P

A. Phase 1A of the project, the Diagnostic Review, will include a comprehensive analysis of the current Land Development Code. This phase will include general code analysis by the consultant team as well as a substantial public involvement component. This phase will identify opportunities for both "housekeeping" (i.e., non-substantive) and technical improvements to the code, as well as more substantial improvements.

B. Phase 1B, Code Housekeeping and Technical Corrections, will revise the existing LDC to address the housekeeping/technical issues identified in Phase 1A. These are expected to focus primarily on document organization, format, and writing style. As noted in the RFP, this work will include:

- 1) Identification of inconsistencies, circular or unclear references, conflicts, and areas needing simplification, clarification, coordination and/or explanation.
- 2) Identification and classification of missing and/or needed improvements and modifications to conditions, best practices and interpretations needed for streamlining and standardization.

C. Phase 2 Promoting Key Standards will include substantive updates to regulations and procedures in the Land Development Code that implement key community standards and land development policies. Phase 2 will be undertaken as funds become available.

D. Phase 3, General Plan Implementation, will be conducted in conjunction with the General Plan Update to implement goals and objectives identified in the General Plan. Phase 3 will be undertaken as funds become available.

Phases 1A and 1B are intended to result in no (or minimal) substantive changes to existing requirements, standards, or procedures; however, the Diagnostic Review report will identify potential substantive changes that can be addressed in future Phases 2 and 3 of the project.

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed. Upon completion of Phase 1 (Exhibit B), the total amount payable to the Contractor under this agreement, inclusive of gross receipts tax and expenses, shall not exceed one hundred ninety-five thousand, seven hundred fifteen dollars (\$195,715.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by

the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on December 31, 2026, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. **Termination.**

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

B. **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the

City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to

the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 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.

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

A. 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.

21. Records and Financial Audit.

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

22. Indemnification.

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

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq.

NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City: Jason Kluck, 200 Lincoln Ave. SE, NM 87501 jmkluck@santafenm.gov

To the Contractor: Matt Goebel, 1600 Stout St. Suite 1700, Denver, CO 80202
mgoebel@clarionassociates.com

27. Authority.

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

28. Merger.

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

29. Non-Collusion.

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

30. Default/Breach.

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

31. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement 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 Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

32. Default and Force Majeure.

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

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:

John Blair
John Blair (Oct 30, 2022 21:55 MDT)

JOHN BLAIR, CITY MANAGER

DATE: Oct 30, 2022

CONTRACTOR:

CLARION ASSOCIATES

Wattman

NAME

Director

TITLE

DATE: 10-18-22

CRS# 02-376261-00-6

Registration # 232801

ATTEST:

Geralyn Cardenas
Geralyn Cardenas (Oct 31, 2022 11:58 MDT)

KRISTINE BUSTOS MIHELICIC, CITY CLERK
XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 17, 2022 09:04 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Oct 29, 2022 09:44 MDT)

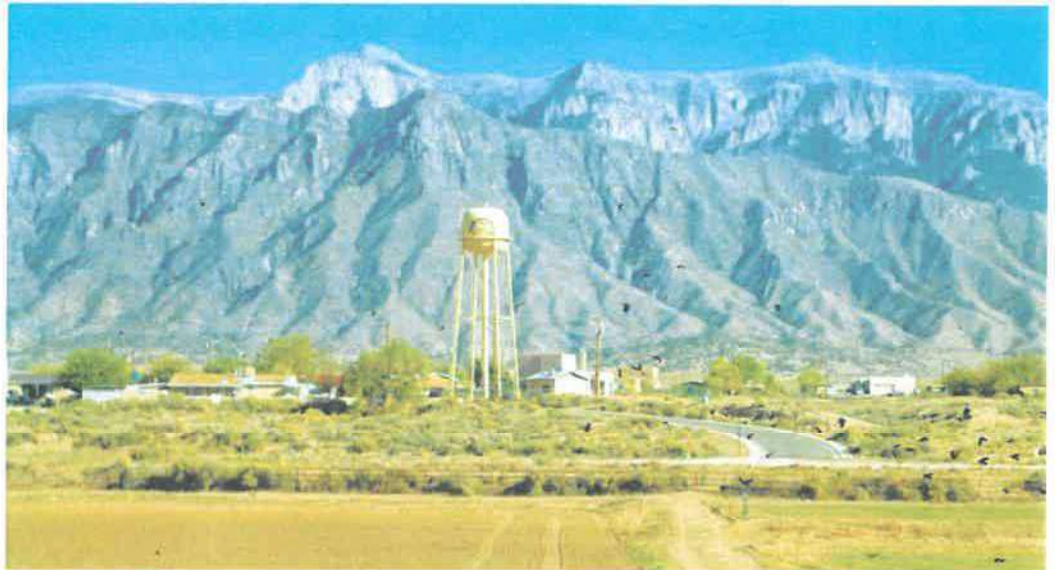
EMILY OSTER, FINANCE DIRECTOR

Land Use 1004501.510300 Att

Org. Name/Org#.

Response prepared by:

CLARION



RFP #22/22/P - Technical Specifications

Land Development Code Diagnostic Review

Santa Fe, New Mexico

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CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

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

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

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

The Zoning and Land Use Planning Consultant agrees that, if after award, an organizational conflict of interest is discovered, the Zoning and Land Use Planning Consultant makes an immediate and full written disclosure to the City that includes a description of the action that the Zoning and Land Use Planning Consultant has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Zoning and Land Use Planning Consultant 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, Matt Goebel, AICP 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 Land Development Code Diagnostic Review Contract. For the duration of this firm's involvement in the Land Development Code Diagnostic Review contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Land Development Code Diagnostic Review contract.

I certify that this firm will keep all Land Development Code Diagnostic Review g 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 Land Development Code Diagnostic Review contract. I understand that if this firm leaves this Land Development Code Diagnostic Review contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the Land Development Code Diagnostic Review contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Land Development Code Diagnostic Review contract confidential information has or intends to disclose that information in violation of this agreement.

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

Company Name:

Clarion Associates

Authorized Representative/Title:

Matt Goebel, AICP, Director

Phone Number:

303-830-2890 ext. 29

Fax Number:

303-860-1809

E-mail Address:

mgoebel@clarionassociates.com

Signature:



Date:

March 8, 2022

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

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the Director (insert title) and the duly authorized representative of Clarion Associates, LLC (insert organization's name) whose address is 1600 Stout Street, Suite 1700, Denver, CO 80202. 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.

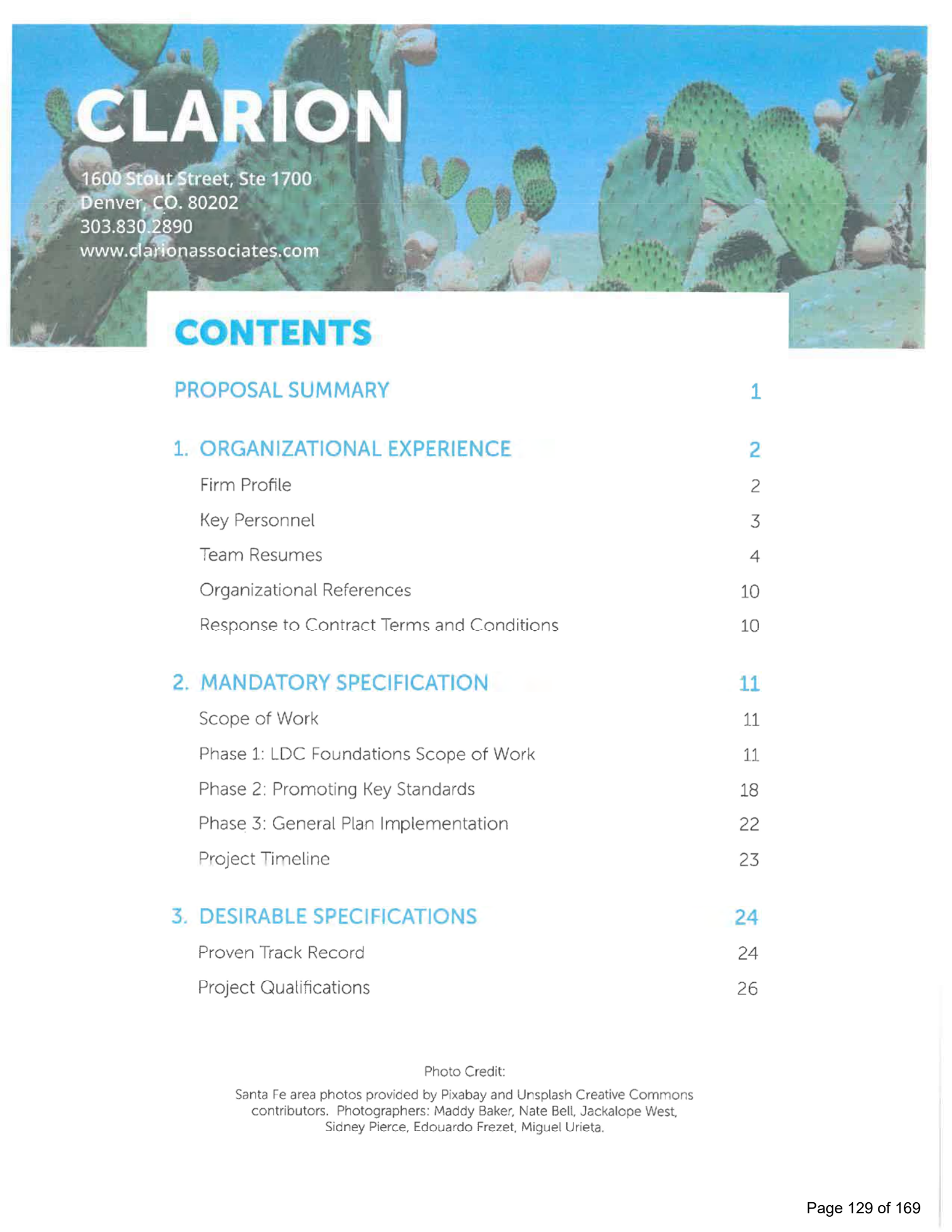
Signature 

Printed Name Matt Goebel, AICP

Title Director

Date March 8, 2022

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CLARION

1600 Stout Street, Ste 1700
Denver, CO. 80202
303.830.2890
www.clarionassociates.com

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Photo Credit:

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March 8, 2022

The City of Santa Fe
Planning and Land Use Department
Jason Kluck, Procurement Manager
E-submission to purchasing@santafenm.gov

Re: Land Development Code Diagnostic Review

Dear Mr. Kluck and members of the Evaluation Committee:

On behalf of Clarion Associates, I am pleased to submit this proposal to assist the City of Santa Fe with preparation of the Land Development Code Diagnostic Review. We very much enjoyed working with the City on prior projects, including the current zoning ordinance, and would be pleased and excited to have the opportunity to work with the City once again on this important update.

Clarion Associates is a nationally recognized land-use consulting firm with extensive experience in preparing land development regulations for jurisdictions of all sizes and types across the country. In addition to working with the City of Santa Fe on both the current version of the land development code (2001) and the revisions to the historic regulations (2004), Clarion has worked on many similar code update projects, including decades-later revisions of our earlier work, throughout the country. We believe that our familiarity with and knowledge of Santa Fe, kept up to date through frequent visits by all of our team members, provides a unique advantage in undertaking the proposed LDC Diagnostic Review. And, while the experiences we have acquired through preparing other Southwestern, New Mexico, and Colorado code updates will bring an important baseline level of knowledge to the project, we are also well aware that Santa Fe's uniqueness as historic/cultural/tourist/melting pot/thriving-and-growing regional city requires us to take what we know and apply it with an artist's touch.

We have, indeed, learned much as a firm and as professionals since the first Land Development Code adoption in 2001. We would be honored to have the opportunity to work with Santa Fe staff, officials, and stakeholders to apply new lessons learned and best practices, and to make substantial improvements to an already-strong ordinance. In particular, we look forward to working collaboratively with City staff and community to make the LDC more responsive to today's issues and users, as well as to helping create clear and enforceable regulations that will promote key planning standards and allow the City to integrate the growth management initiative as the project moves forward.

Our proposed approach for preparing the LDC Diagnostic Review is described in this proposal. We would be happy to discuss any refinements or alternative approaches with the City, as well as to prepare a more detailed scope and budget. Please do not hesitate to contact us if you have questions or comments, or if you need additional information.

We look forward to working with you.

Sincerely,



Matt Goebel, AICP
Director
mgoebel@clarionassociates.com
(303) 830-2890 ext. 29



1. ORGANIZATIONAL EXPERIENCE



FIRM PROFILE

Clarion Associates is a nationally recognized land-use and zoning consulting firm founded in 1992 with offices in Denver, Colorado, and Chapel Hill, North Carolina. The City of Santa Fe Land Development Code rewrite project will be managed by our Denver office. The firm includes professionals with a variety of multidisciplinary backgrounds including planners, architects, landscape architects, and attorneys. No firm in the country matches the combination of land use and zoning, urban design, community development, and planning experience of Clarion's firm principals and staff. Clarion is recognized for its expertise in:

- Streamlined, efficient code assessments and updates;
- Land use and planning law;
- Innovative development codes that draw on best practices from a variety of organizing approaches including hybrid, traditional, form-based, and unified development codes;
- Codes that foster and remove obstacles to environmental stewardship and housing diversity;
- Codes that encourage multi-modal transportation networks;
- Codes that preserve community character;
- Creative policies and development standards that promote mixed-use, infill, and redevelopment;
- Sustainable development codes;
- Comprehensive plan implementation strategies; and
- Community, regional, and neighborhood planning.

CLARION FACTS & FIGURES

30 
YEARS OF
EFFECTIVE LAND
USE SOLUTIONS

21 
STAFF TO MEET THE
NEEDS OF OUR CLIENT
COMMUNITIES

233 
ADOPTED
DEVELOPMENT CODES

600+ 
DIVERSE
COMMUNITIES

KEY PERSONNEL

Clarion takes a “hands on” approach with all of its projects. Our ability to do this is supported by our emphasis on maintaining a relatively small, but highly skilled and efficient staff. We establish strong working relationships with our clients that extend from the first set of meetings through adoption. We have a proven track record of working with staff in other communities and organizations on projects of this nature.

Many of our staff members have experience working on both plans and codes. This “cross-training” enables allows us to not only provide effective

plan and policy direction, but to also build in recommendations regarding future code updates that may be needed to implement the plan. We are often hired to implement those recommendations following the adoption of the plan—either through targeted code amendments as an extension of the plan process or as a standalone code rewrite.

Matt Goebel, AICP, will serve as principal in charge and the overall project manager for the Clarion team.

The full resumes for all key team members for this project are included on the following pages.



Matt Goebel, AICP

DIRECTOR

Matthew Goebel is a planner and attorney in the Denver office of Clarion Associates, and a Director of the firm. He works principally in the areas of planning, zoning, and historic preservation. His numerous projects have included award-winning codes, plans, and special studies for dozens of large and small jurisdictions around the country.

EDUCATION

Juris Doctor and
Master of Regional Planning
University of North Carolina, Chapel Hill

Bachelor of Arts (Plan II Honors)
University of Texas at Austin

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Planners

Denver, Colorado, and American Bar
Associations Member

EXPERIENCE

Partner and Vice President
Clarion Associates, LLC
2001 – present
Associate, 1997-2000

Research Assistant, 1993-1997
Professor David R. Godschalk

PUBLICATIONS

Rules that Shape Urban Form American
Planning Association, PAS 489/490, 2012.
(with Donald Elliott and Chad Meadows)

**Aesthetics, Community Character, and
the Law** American Planning Association,
Planning Advisory Service 489/490, 2000.
(with Christopher J. Duerksen)

**Natural Hazard Mitigation: Recasting
Disaster Policy and Planning**
Washington, D.C.: Island Press, 1999.
(with David R. Godschalk et al.)

KEY PROJECTS

Land Development Regulations

- **Alaska:** Anchorage
- **Arizona:** Buckeye, Oro Valley, Sedona, Tucson
- **California:** Pasadena, Sacramento County, Tahoe Regional Planning Agency
- **Colorado:** Buena Vista, Carbondale, Eagle County, Englewood, Erie, Fort Collins, Frisco, Garfield County, Glenwood Springs, Lake County, Longmont, Mesa County, Northglenn, Pagosa Springs, San Miguel County
- **Florida:** Tamarac
- **Idaho:** Boise
- **Michigan:** Detroit
- **Nevada:** Henderson, Reno, Sparks, Tahoe Regional Planning Agency
- **New Mexico:** Santa Fe, Silver City
- **New York:** Marcy, Syracuse
- **North Carolina:** Apex, Cary, Charlotte, Morrisville
- **Oklahoma:** Broken Arrow
- **Oregon:** Jackson County
- **South Carolina:** Greenville
- **Texas:** Addison, Arlington, Austin, Cedar Hill, Denton, Irving, Rowlett, San Antonio
- **Wisconsin:** Dodge County

Plans and Other Studies

- **Colorado:** Economic Benefits of Historic Preservation (four editions) (award); Economic Benefits of Archaeology (History Colorado); Planning for Hazards (for Department of Local Affairs) (award); Regulatory Barriers to Affordable Housing (award)
- **Michigan:** Economic Benefits of Historic Preservation
- **North Carolina:** Apex, Cary, and Wake County growth management plans
- **Texas:** McAllen preservation plan
- **Utah:** Salt Lake City preservation plan





Elizabeth Garvin, AICP, ESQ

CONSULTING PLANNER

Elizabeth Garvin is a consulting planner with Clarion Associates and she works in the Denver office. Elizabeth is both an attorney and a planner and she has practiced in both disciplines. She has prepared both traditional and FBC/hybrid code update projects for cities, towns, and counties across Colorado and the country; drafted topic-specific code provisions covering issues such as ADUs, sustainability, and signs; served as an expert witness on land use issues; and organized and undertaken numerous code-related public participation processes. Prior to working with Clarion, Elizabeth founded Community ReCode, was the Planning Director for SAFEbuilt Studio, and practiced law with Spencer Fane.

Ms. Garvin is a frequent speaker and author on planning and regulatory topics, including serving as an advisory board member for the Rocky Mountain Land Use Institute as well as RMLUI's legal columnist to the Western Planner. Recently, Elizabeth co-authored the April 2018 APA Zoning Practice article entitled Living with Form-Based Codes and presented on the same topic at the 2018 APA National Conference in New Orleans. She was a co-presenter at the Bettman Symposium on Equity and Zoning at the 2019 APA National Conference.

EDUCATION

Juris Doctor
University of Kansas

Master of Urban Planning
University of Kansas

Bachelor of Environmental Studies
University of Kansas

LL.M. in Dispute Resolution
University of Missouri

CERTIFICATIONS

Licensed Attorney in Missouri and Kansas

Charrette Certified
National Charette Institute

PUBLICATIONS

Practice Adaptive Reuse, Zoning Practice,
American Planning Association
Feb 2022

Legal Challenges to Short-Term Rental
Rules: There's a Test for That, The
Western Planner, RMLUI Legal Corner
March 2020

Homeless in Public, American Planning
Association, Planning Magazine
Feb 2020

KEY PROJECTS

- **Town of Eagle, Colorado** Land Use and Development Code Update
- **Bozeman, Montana** Code Audit for Affordable Housing
- **Billings and Yellowstone County, Montana** Zoning Code Updates
- **Cedar Falls, Iowa** Downtown Vision Plan and Zoning Code Update
- **Larimer County, Colorado** Land Use Code update
- **King County, Washington** Department of Permitting and Environmental Review, Best Practices in Code Enforcement
- **Branson, Missouri** Unified Development Code and Sign Code
- *2019 Missouri APA Outstanding Implementation Project*
- **Mancos, Colorado** Land Use Code Update
- **Cedar Rapids, Iowa** Unified Development Code and User's Guide

2019 Iowa APA Outstanding Project





Don Elliott, Esq., FAICP

DIRECTOR

Don is an urban planner, lawyer, and land use consultant with 36 years of professional experience and a national reputation as project manager, author, innovator, and solver of complex governance challenges.

KEY PROJECTS

Don has been involved in over 70 projects to reform, update, and streamline local plans and development codes throughout the U.S.

Development Codes

- **Albuquerque, New Mexico**, Unified Development Code
- **Philadelphia, Pennsylvania**, New Zoning Ordinance
- **Indianapolis, Indiana**, Unified Development Ordinance
- **Aurora, Colorado**, Unified Development Ordinance
- **Bloomington, Indiana**, Unified Development Ordinance
- **Hamilton, Ohio**, Form-Based Zoning Regulations
- **Youngstown, Ohio**, Redevelopment Code
- **Albany, New York**, Unified Sustainable Development Ordinance
- **Columbia, Missouri**, Unified Development Ordinance
- **Fairfax County, Virginia**, New Zoning Ordinance
- **Hillsboro, Oregon**, Transit-Oriented Development Regulations
- **Dublin, Ohio**, Bridge Street Form-based Zoning Districts
- **Colorado Springs, Colorado**, Unified Development Code
- **Ulaanbaatar, Mongolia**, Initial Zoning Regulations

Affordable and Fair Housing Studies and Regulations

- **Fort Wayne/Allen County, Indiana**, Fair Housing Zoning Updates
- **State of Nevada**, Fair Housing Regulatory Review
- **State of Idaho**, Fair Housing Regulatory Review
- **State of Oregon**, Fair Housing Review/Analysis of Impediments
- **State of Texas**, Fair Housing Regulatory Assessment
- **Bozeman, Montana**, Affordable Housing Zoning Updates

Other Projects

- **Blaine County, Idaho**, Phase I TDR Feasibility Study
- **Deschutes County, Oregon**, Phase I TDR Feasibility Study
- **Los Angeles County, California**, Wildfire Prevention Zoning Updates
- **Long Beach, California**, Urban Renewal Effectiveness Assessment

EDUCATION

Master's in City and Regional Planning
Harvard Kennedy School of Government
 Juris Doctor
Harvard Law School
 Bachelor's in Urban Planning and Policy
Yale University

WRITINGS AND PUBLICATIONS

A Better Way to Zone, Island Press
Rules that Shape Urban Form, APA
Citizen's Guide to Planning, APA
Arrested Development, Lincoln Institute
Land Use Regulatory System Historical and Cultural Preservation, USAID

AFFILIATIONS

American Planning Association
 Past Colorado Chapter President
 Past Planning and Law Division Chair
 Past Amicus Committee member
 Fellow, AICP
 American Bar Association
 Colorado Bar Association
 Denver Bar Association
 Past Member of Denver Planning Board

TEACHING

Land Development Regulation
 University of Colorado at Denver
 College of Architecture and Planning
Sustainable Local Development
 Erasmus Mundus Fellow
 University of Regensburg, Germany
 Corvinus University, Hungary

AWARDS

APA project awards from Colorado, Arizona, New Mexico, and Pennsylvania
Meritorious Service Award
 U.S. State Department





Jenny Baker, AICP

ASSOCIATE

Jenny is an associate in Clarion's Denver office who believes that zoning can make communities better in many ways, including preserving open space, making housing more affordable, and enabling interesting streetscapes equally shared by many users. These and other community goals are always better accomplished when supported by development regulations that are clear, concise, and comprehensible to everyone. Prior to working in the planning field, Jenny spent 10 years with the American Red Cross and FEMA's Region V, focusing on resiliency planning, and responding to over 50 disasters around the US.

EDUCATION

Master's in Urban Planning
University of Illinois at Chicago

Bachelor of Arts
University of Pennsylvania

AFFILIATIONS

Bicycle & Pedestrian Advisory Board
Vice Chair
Missoula, MT
1 year, 3 months

CERTIFICATIONS

American Institute of Certified Planners

EXPERIENCE

Associate
Clarion Associates
Denver, CO
1 year, 6 months

Planner III
Development Services
Missoula, MT
3 years, 6 months

Research Assistant
Participatory Budgeting Project
Chicago, IL
1 year, 5 months

KEY PROJECTS

Development Codes

- **McKinney, Texas** Development Code Rewrite
- **Clark County, Nevada** Unified Development Code Update
- **Rochester, Minnesota** Land Development Manual Rewrite

Comprehensive Plans

- **Clark County, Nevada** Transform Clark County Master Plan Rewrite
- **Pueblo County, Colorado** Pueblo Regional Comprehensive Plan Update

Other Projects

- **Hawaii County, Hawaii** Land Development Entitlement Review
- **Bozeman, Montana** Affordable Housing Code Revisions
- **Albany, New York** Sign Code Revisions

Reports and Studies

- American Planning Association, Equity in Zoning Policy Guide





Gabby Hart, AICP

ASSOCIATE

Gabby is an Associate in Clarion's Denver office. Prior to joining Clarion, Gabby worked in the public sector on a wide variety of projects including long-range plan updates for the City of Centennial, and development application review, development review process improvements, and drafting development code updates for the City of Boulder. Gabby embraces her self-appointed role as the "voice of development review," ensuring high-quality work products that are both innovative and functional to administer. She is passionate about finding the unique solutions that best serve each community and strives to produce equitable outcomes. Gabby enjoys speaking at local and national conferences where she embraces the opportunity to combine her sense of humor with her planning knowledge.

EDUCATION

Master of Urban and Regional Planning
University of Colorado-Denver

Graduate Certificate in Geographic
Information Systems
University of Denver

Bachelor of Science in Sociology
Creighton University

EXPERIENCE

Associate
Clarion Associates, **2 years**

Planner I & Associate Planner
City of Boulder, **2.5 years**

Planning Intern
City of Centennial, **1 year**

CERTIFICATIONS

American Institute of Certified Planners

AFFILIATIONS

American Planning Association Colorado

CERTIFICATIONS

American Institute of Certified Planners

SPEECHES

Codifying Vibrant – APA CO 2019

It's Not the Years, It's the Miles – APA CO 2020

An Ode to Planners – APA National 2021

Other Duties as Assigned - APA CO 2021

Women in Planning: Fresh Takes from the
First Five Years - APA CO 2022

KEY PROJECTS

Development Codes

- **Larimer County, CO** Land Use Code Update
- **Addison, TX** Unified Development Code Update
- **Parker, CO** Land Development Ordinance Modernization
- **Boise, ID** Zoning Code Rewrite
- **Grand Junction, CO** Land Use and Development Code Update

Development Code Amendments

- **Arapahoe County, CO** Land Development Code Updates
- **Berkeley, CA** Residential Objective Standards Code Updates
- **Boulder, CO** Accessory Dwelling Unit Code Update*
- **Boulder, CO** Wireless Communication/ Small Cell Facilities Update*

Comprehensive Plans

- **Shawnee, KS** Achieve Shawnee: Comprehensive Plan Update
- **Centennial, CO** CentennialNext Comprehensive Plan Update*
- **Centennial, CO** Parks and Recreation Master Plan Update*

Reports & Studies

- **Sugar Land, TX** Regional and Neighborhood Activity Center Mixed-Use Redevelopment Implementation

* Work with previous employers





Holly White

GRAPHICS AND MARKETING COORDINATOR

Holly is an Associate in Clarion's Denver office. Bringing her expertise in 3D visualization and Graphic Design skillset to the Clarion team, she works to support a wide range of projects. Her passion for designing illustrative logos, clean infographics, and overall project branding help Clarion to deliver clear and beautifully designed graphics. Holly has a diverse background in Urban, Landscape, and Web Design. Above all, she is enthusiastic about helping cities and towns preserve their character while enhancing public spaces encouraging public engagement.

EDUCATION

B.A. Urban Design
University of Colorado, Boulder

Con't. Ed. Advanced Architectural
Graphics Art Institute of Colorado

PUBLICATIONS

Change, Here, Now, North Atlantic
Publishers 2018, Illustrator

CERTIFICATIONS

Permaculture Design Certificate

EXPERIENCE

Graphics and Marketing,
Clarion Associates **2018-present**

Graphic Designer,
United Airlines **2016-2018**

Creative Services,
The Aquaponic Source **2012-2016**

PROJECT SKILLS

Project Management
Document Design
Web Development
3D Visualization
Graphic Design

KEY PROJECTS

Comprehensive Plans

- **Clark County, NV** Transform Clark County Comprehensive Plan
- **Lyons, CO** Lyons Thrive Comprehensive Plan
- **Pueblo County, CO** Pueblo Regional Comprehensive Plan

Development Codes

- **Albany, NY** Unified Sustainable Development Ordinance
- **Colorado Springs, CO** ReTool COS Development Code Graphics
- **Larimer County, CO** Land Development Code
- **Reno, NV** Zoning Code RENOvation
- **Parker, CO** Land Development Ordinance

Document Design

- **Clark County, NV** Transform Clark County Comprehensive Plan
- **History Colorado** Economic Benefits of Archaeology
- **Fort Collins, CO** Air Quality Report – City Plan
- **Syracuse, NY** ReZone Syracuse Administrative Manual

Branding & Websites

- **History Colorado** [The Economic Benefits of Archaeology 2021](#)
- **Clark County, NV** [Transform Clark County](#)
- **Lyons, CO** [Lyons Thrive Comprehensive Plan](#)
- **Pueblo County, CO** [Pueblo Regional Comprehensive Plan](#)
- **Black Mountain, NC** Elevate Black Mountain Comprehensive Plan
- **Bozeman, MT** Affordable Housing Code Audit





ORGANIZATIONAL REFERENCES

Joni Marsh, Assistant City Manager
City of Longmont
303-651-8601
joni.marsh@longmontcolorado.gov

Martin Matsen, Community Development Director (former)
City of Bozeman
mmatsen@gmail.com

Mike Raber, Senior Planner
City of Sedona
928-204-7106
mraber@sedonaaz.gov

Scott McDonald, Deputy Director/Building Official
City of Denton
940-349-8539
scott.mcdonald@cityofdenton.com

Mikaela Renz-Whitmore, Project Manager
City of Albuquerque
505-924-3932
mrenz-whitmore@cabq.gov

Gretchen Ricehill, Senior Planner
City of Glenwood Springs
970.384.6428
gretchen.ricehill@cogs.us

Nicole Cromwell, Zoning Coordinator
City of Billings
406.657.8281
cromwelln@billingsmt.gov

Eric Ensey, Senior Planner
City of Northglenn
303.450.8740
eensity@northglenn.org

RESPONSE TO CONTRACT TERMS AND CONDITIONS

We have no objections to the sample contract terms and conditions, and require no additional terms or conditions.

2. MANDATORY SPECIFICATION

SCOPE OF WORK

- PHASE 1: LDC FOUNDATIONS;
- PHASE 2, PROMOTING KEY STANDARDS; AND
- PHASE 3, GENERAL PLAN IMPLEMENTATION

PURPOSE

The Santa Fe Land Development Code (LDC) Update is a comprehensive rewriting of the existing code that will be undertaken in three phases. The first phase will create the foundation for a new code that is accessible and easy to understand, simple to administer, and that provides consistent and transparent regulations. The second phase will

rebuild the code upon the new foundation through substantive changes to the code's procedures, regulations, and zoning districts. The third phase will implement the City of Santa Fe's updated General Plan by integrating the plan's land use and growth goals and policies into the Land Development Code.

PHASE 1: LDC FOUNDATIONS

This scope of work is for the first phase, which will include two main parts:

- First, a Diagnostic Review will be prepared that will include a comprehensive analysis of the current Land Development Code. This exercise will include general code analysis by the consultant team as well as a substantial public involvement component. This work will identify opportunities for both "housekeeping" (i.e., non-substantive) and technical improvements to the code, as well as more substantial improvements.
- Next, the team will prepare Code Housekeeping, Technical Corrections, and Article Organization edits (as part of a new "LDC Foundations Draft"). This will involve revising the existing LDC to address the housekeeping/technical issues identified in the Diagnostic Review. The Housekeeping and Technical Corrections are expected to focus primarily on document organization, format, and writing style. The Article Organization will integrate

the Housekeeping and Technical Corrections into restructured articles based on current best-practices and City needs. As noted in the RFP, this work will include:

1. Identification of inconsistencies, circular or unclear references, conflicts, and areas needing simplification, clarification, coordination and/or explanation.
2. Identification and classification of missing and/or needed improvements and modifications to conditions, best practices and interpretations needed for streamlining and standardization.

Phase 1 is intended to result in no (or minimal) substantive changes to existing requirements, standards, or procedures; however, the Diagnostic Review report will identify potential substantive changes that may be addressed in future Phases 2 and 3 of the Code Update project.

TASK 1: PROJECT ORIENTATION AND LDC PUBLIC PARTICIPATION PLAN

ACTIVITY 1.1: PROJECT ORIENTATION STRATEGY

Clarion will meet with City project managers to identify, discuss, and map the big components needed to start a code rewrite project, including: overall project goals, project calendar, and internal team coordination plans.

Discussions will start to identify elements of an effective public communications strategy, including identifying potential stakeholders and focus groups, available community ambassadors, potentially interested community groups and professional

organizations, and early content ideas for outreach materials. The Clarion team will explore the City's success with and thoughts about various meeting types, including one-on-one interviews, open houses, virtual/asynchronous website meetings, stakeholder and focus group meetings, and inclusion of elected and appointed officials. Based on input from the City, Clarion will also hold follow-up meetings with individuals and stakeholders who can provide organizational insight that will help ensure project outreach inclusivity and equity.

ACTIVITY 1.2: LDC PUBLIC PARTICIPATION PLAN

We will combine the outreach suggestions and information collected in the Project Orientation Strategy activity with guidance from the City's Office of Community Engagement into a recommended Public Participation Plan for the Phase 1 process. Given the residual uncertainty regarding the level of social distancing that will be required at any given time, our Public Participation Plan will be based on a combination of in-person and virtual engagement. The Public Participation Plan will be updated as needed at the outset of Phases 2 and 3.

Throughout—and prior to—the pandemic, we have found this hybrid approach to both efficient and effective.

Our proposed project timeline includes various opportunities for public outreach before the drafting and after the release of each work product. At the core of each public meeting, survey, or other form of outreach will be a clear explanation of why participants' input matters and how the input will shape recommendations or inform future

work. Where possible and based on conversation with staff about the best uses of this information, project reports will also identify the ways in which community input influenced strategies and recommendations.

ACTIVITY 1.3: PROJECT MANAGEMENT

As part of the project initiation, Clarion will work with City staff to prepare a detailed drafting schedule that identifies product delivery dates as well as internal review and comment periods.

Throughout the duration of the project, Clarion will participate in regular conference calls to provide relevant project reviews and schedule updates. With a land development code update, there can be both periods of daily communication and also periods where Clarion is in the background drafting materials. During those times, we like to communicate regularly with our clients to make sure they understand exactly where the project stands in relation to the schedule.

TASK 1 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	• Project Orientation Memo • Draft Public Participation Plan	• Identify key stakeholders and local organizations • Review and comment on deliverables
MEETINGS	• Project Orientation Meetings (virtual) • Initial Project Management Call	• Schedule staff participation in Orientation Meetings
TRIPS	• Virtual activities only	

TASK 2: LDC ISSUES IDENTIFICATION (CODE HOUSEKEEPING)

ACTIVITY 2.1: OUTREACH APPROACH AND SCHEDULING

We will work with staff to create an outreach schedule that includes a series of stakeholder, focus group, and elected/appointed official interviews over a period of approximately three or four days. Anticipated outreach will focus on interviews with key participants in the Santa Fe development process, including developers, builders, citizen groups, and other stakeholders.

Clarion will also develop two surveys (electronic and hard copy) to assist in producing a methodical analysis and record of the strengths and weaknesses of the existing regulations. One survey will be designed for circulation among key City staff for discussion – not just the Planning and Land Use department staff, but also staffers in other departments with land use responsibilities, such

as public works, and parks and recreation, and economic development. The second survey will be less detailed and more public-facing. Both surveys will be developed in a format that is compatible with the project website (e.g., Survey Monkey or Google Forms), and, as determined by the Public Participation Plan, the public survey may also be distributed in printed format in public locations such as libraries, schools, recreation centers, and churches/religious institutions.

ACTIVITY 2.2: MATERIALS AND PRESENTATIONS

For this series of meetings (and all ensuing public meeting opportunities described in this scope of work), Clarion will create informative and graphically rich materials and presentations that are tailored to the specific issues and topics to be discussed and presented, and to the intended audiences. We will



submit materials with sufficient time for staff review and incorporation of any requested changes prior to meeting dates. Additionally, we will work with staff to determine whether meetings will occur virtually or in-person, what information should be presented in English and Spanish, and depending on that decision and the intended meeting audience, what is the best format for presenting meeting information (e.g., pre-distributed handouts, PowerPoint presentations, interactive virtual participation opportunities). The Clarion Team will work with the City to tailor virtual outreach tools to specific outreach events and audiences using tools that we subscribe to and have experience using. Should the City want to explore additional virtual tools, we will explore the purpose and cost of that tool with the City and determine whether it is available within the project budget. For budgeting purposes, the budget for this activity is included in the subsequent respective tasks.

ACTIVITY 2.3: MEETING FACILITATION AND SUMMARY REPORT

Based on the schedule created in Activity 2.1, Clarion will facilitate the community outreach meetings. We anticipate that the majority of meetings will be held in person in Santa Fe and will also make time available for follow-up virtual meetings as needed. In this initial round of meetings, we will explore participant's impressions of the strengths and weaknesses of the current LDC and other tools (plans, policies, procedures) used to regulate land development in Santa Fe, the ability of current tools to implement the adopted plans, places in the LDC that seem to cause repetitive or significant problems, and general expectations for this project.

These interviews will be conducted in small groups or one-on-one to solicit their views on the same topics. These discussions and review will give the Clarion team a more detailed understanding of how the existing regulatory organizations works (and don't work), along with the key issues and practical problems that need to be addressed in the project.



Gathering and analyzing the information collected in these meetings, we will prepare a Community Input Issue Identification Report for staff review and future incorporation into the LDC Diagnostic Review and Analysis. We will group the comments and issues into three categories:

- **Code Housekeeping/Article Organization/ Non-substantive Issues:** including comments about overall article organization, inconsistencies, unclear references, conflicts, areas/topics that need simplification, clarification, coordination, and/or explanation, missing and/or needed improvements and modifications to conditions, best practices, and interpretations needed for streamlining and standardization;
- **"Ambiguous Content" Issues:** including identification of situations where code housekeeping actions may result in the creation of substantive code content, such as establishing sign measurement instructions or filling in blanks in a parking table. These will require discussion with staff to determine the potential impact of resolving the issue as part of the Phase 1B edits or whether the topic should be postponed for further community discussion in Phases 2/3.
- **Substantive Issues for Future Discussion:** including those clearly substantive updates that were raised by outreach participants or identified by the consultant team and will be addressed in Phases 2/3.

We will cross-reference the code housekeeping and ambiguous content issues lists to the code sections in which there will be opportunities for revisions in the current LDC. We will discuss with staff how to carry forward the substantive issues list.

Clarion will prepare a staff review draft of the Community Input Issues Identification Report, review and discuss the report with Santa Fe staff, and revise the report based on the consensus of our joint discussion. This Issues Identification Report will serve as a key organizing structure for the LDC Diagnostic Review and Analysis.

TASK 2 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	• Finalize Public Participation Plan with Detailed Schedule • Draft and revise preliminary surveys • Prepare initial outreach meeting schedule, revise as needed • Prepare outreach meeting notices and materials, revise as needed • Preliminary draft Community Input Issue Identification Report; Revised draft Community Issues Identification Report	• Lead outreach logistics, include venue scheduling and stakeholder invitations • Review and comment on initial surveys and outreach meeting schedule • Review and comment on outreach meeting materials • Review and edit Community Input Report; discuss with Clarion • Post final outreach information and materials on website
MEETINGS	• Facilitate issues identification meetings (3-4 days, on site) • Issues identification prep and wrap-up meetings with staff	• Participate in issues identification outreach meetings per schedule • Participate in outreach prep and wrap-up meetings
TRIPS	• One trip, 3-4 days	

TASK 3: LDC DIAGNOSTIC REVIEW AND ANALYSIS WITH ANNOTATED OUTLINE

ACTIVITY 3.1: CURRENT LDC TECHNICAL ANALYSIS AND EVALUATION

In preparation for the creation of the diagnostic review and analysis, Clarion will familiarize ourselves with the City's current code and related plans, reviewing in greater detail relevant background materials, including but not limited to:

- The existing LDC (Santa Fe City Code Chapter 14), any related ordinances that are waiting to be codified, and the zoning map,
- All adopted land use plans and any other relevant plans as identified by staff,
- Any administrative rules and interpretations of the current LDC, if determined relevant by staff,
- Examples of approved master plans, development plans, special use permit approvals, waivers, and variances,
- Any current LDC update efforts or pending ordinances; and
- Other relevant plans, ordinances, and policies as identified by the City.

Clarion staff members will analyze and compare the plan policies with the current regulations, map, and regulatory structure to identify preliminary key housekeeping and technical issues.

ACTIVITY 3.2: LDC DIAGNOSTIC REVIEW AND ANALYSIS – STAFF REVIEW DRAFT

Based on Activity 3.1 and the issues raised in the Task 2 outreach meetings, Clarion will prepare a detailed LDC Diagnostic Review and Analysis ("LDC Diagnostic") that identifies the key issues, themes, structural issues, and drafting concerns to be addressed through the Phase 1B LDC Code Housekeeping, Technical Corrections, and Article Organization. The LDC Diagnostic will include the following:

- The **Community Issues Identification Report** (summary of feedback from stakeholder outreach)
- The current **LDC Technical Analysis and Evaluation**.
- An **analysis of the current LDC**, identifying the specific code sections and standards that have or create any of the problems identified in the Activity 2.3 Code Housekeeping/ Article Organization/ Non-substantive Issues list,
- An **analysis of the ambiguous content issues** to establish context for further conversation about the correct resolution of those issues.
- A summary of national **best practices** for article and code organization and user-friendliness based on other jurisdictions. We will work with staff to identify those code topics for which a look at best practices will be helpful to charting a better regulatory organization path for Santa Fe.

- A **preliminary identification** of proposed organizational changes and edits.

As part of the LDC Diagnostic, we will also prepare an **Annotated Outline of Technical Edits** that identifies a recommended article-by-article organization of the updated LDC. The Annotated Outline will serve two purposes: (1) identify any recommended code reorganization to make the LDC more functional and more user-friendly; and (2) provide reference to places within the code where non-substantive text revisions, reference updates, and new/additional graphics as recommended in the LDC Diagnostic Review and Analysis will be included. As needed, the Annotated Outline will also provide commentary explaining the purpose and scope of each new or amended provision and how it relates to the existing code.

The first draft of the LDC Diagnostic will be for internal staff review only. This review will allow staff time to provide Clarion with substantive feedback, instructions about how to address ambiguous content issues, and identify any factual errors or major issues that should be adjusted in the document prior to public review.

ACTIVITY 3.3: LDC DIAGNOSTIC REVIEW AND ANALYSIS PUBLIC REVIEW DRAFT

Following receipt of one round of consolidated written comments from staff and a follow-up discussion to resolve open issues and clarify proposed edits as needed, Clarion will prepare a public review draft for distribution and discussion.

ACTIVITY 3.4: PREP FOR AND FACILITATE PLANNING COMMISSION REVIEW AND COMMUNITY OUTREACH

Following the approach identified in the Public Participation Plan, we will present the LDC Diagnostic Review and Analysis to the Planning Commission for discussion. We will also prepare for and convene additional outreach meetings, as determined appropriate by the Director and in keeping with the Public Participation Plan, to present the LDC Diagnostic and receive questions and comments.

At the end of this round of public outreach meetings, we will meet with staff to assess the effectiveness and outcomes from the input and meeting methods chosen and revise the Public Participation Plan as needed for the next round of outreach.

TASK 3 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	• Prepare staff review draft LDC Diagnostic Review and Analysis • Discuss staff edits and comments and revise LDC Diagnostic Review and Analysis • Prepare materials for Planning Commission discussion and any additional outreach meetings • Facilitate PC and outreach meetings • Prepare post-meeting updates to Public Participation Plan and schedule	• Provide copies of any adopted code updates or relevant plans not available on the City website • Review staff review draft LDC Diagnostic Review and prepare a set of consolidated staff comments • Schedule meeting with Planning Commission, identify any additional outreach needed • Distribute and post public draft LDC Diagnostic Review • Review and comment on meeting materials
MEETINGS	• Facilitate LDC Diagnostic overview and discussion with Planning Commission • Facilitate additional stakeholder meetings per schedule • Issues identification prep and wrap-up meetings with staff	• Participate in LDC Diagnostic Planning Commission review • Participate in additional stakeholder meetings • Participate in outreach prep and wrap-up meetings
TRIPS	• One trip, 2-3 days	

TASK 4: PREPARE LDC FOUNDATIONS DRAFT

ACTIVITY 4.1: LDC HOUSEKEEPING, ARTICLE ORGANIZATION, AND TECHNICAL CORRECTION UPDATES STAFF DRAFT

Based on the LDC Diagnostic Review and Annotated Outline, Clarion will develop a set of article organization, code housekeeping, and technical correction revisions to the LDC (Foundations Draft) that are user-friendly, include the agreed-upon organizational and editing changes, and incorporate new and revised graphics and tables. The draft will include commentary where necessary to explain changes from current practice and the rationale behind new provisions. The staff draft will be intended for discussion primarily among staff and the Clarion team.

ACTIVITY 4.2: PUBLIC REVIEW DRAFT LDC FOUNDATIONS DRAFT + ACTIVITY 4.3: PREP FOR AND FACILITATE OUTREACH

Following the completion of staff review and comment on the staff draft, Clarion will produce a Public Review Draft of the LDC Foundations Draft for public distribution. Pursuant to the updated Public Participation Plan, we will then help staff organize and facilitate community review meetings to discuss the LDC Foundations Draft and receive comments. We also recommend a general public meeting (with

streaming or recording for those who cannot attend) to explain the proposed changes and the reasoning behind them. The general objective of these meetings will be to gather feedback about the proposed LDC changes for the purpose of identifying any additional reorganization, edits, or drafting that will improve the LDC for the City's long-term use.

ACTIVITY 4.3: REVISED PUBLIC DRAFT LDC FOUNDATIONS DRAFT

In this final Phase 1 task, we will work with staff to organize and address the comments collected during the community outreach process. We find that this input typically falls into one of three categories: (1) changes that should be made to the LDC Foundations Draft, (2) recommendations that should be documented but can be better addressed through later (substantive) edits to the LDC or elsewhere in the City code, and (3) recommendations that do not align with the strategies identified in the LDC Diagnostic Review and Annotated and that will not be addressed in the LDC update. We will prepare a revised version of the LDC Foundations Draft for another round of staff review. We will finalize staff's edits to the revised LDC Foundations Draft and facilitate a meeting with Planning Commission to share the final version of the LDC Foundations Draft. We will then move the LDC update project into the Phase 2 substantive editing process.

TASK 4 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	• Prepare staff review LDC Foundations Draft • Discuss staff edits and comments and prepare public review LDC Foundations Draft • Prepare materials for Planning Commission/ Governing Body discussion and community outreach meetings • Prepare post-meeting updates to Public Participation Plan and schedule	• Review staff review LDC Foundations Draft and prepare a set of consolidated staff comments • Lead outreach logistics, include venue scheduling and invitations • Schedule meetings with Planning Commission and Governing Body • Distribute public version LDC Foundations Draft • Review and comment on meeting materials
MEETINGS	• Facilitate LDC Foundations Draft discussion with Planning Commission, Governing Body, and community • Organize issues identification prep and wrap-up meetings with staff	• Participate in LDC Diagnostic Planning Commission review • Participate in additional stakeholder meetings • Participate in outreach prep and wrap-up meetings
TRIPS	• One trip, 2-3 days	

TASK 5: PHASE 1 ADOPTION

ACTIVITY 5.1 ADOPTION DRAFT 1 - STAFF DRAFT

Based on one round of written comments on the LDC Foundations Draft, Clarion will prepare a full Adoption Draft for staff review.

ACTIVITY 5.2 ADOPTION DRAFT 1 - PUBLIC REVIEW DRAFT

Based on one round of written comments on the Adoption Draft, Clarion will prepare a full adoption draft for distribution and public review.

ACTIVITY 5.3 ADOPTION DRAFT PRESENTATION ASSISTANCE (2 ROUNDS)

Clarion will attend and assist with presenting the Adoption Draft at up to two meetings in Santa Fe.

ACTIVITY 5.4 ADOPTION DRAFT 2 (FINAL) - STAFF DRAFT

Based on one round of written comments on the Adoption Draft 2, Clarion will prepare a second and final Adoption Draft for staff review.

ACTIVITY 5.5 ADOPTION DRAFT 2 (FINAL) - FINAL

Based on one round of written staff comments on the Adoption Draft 2, Clarion will prepare a revised and final version of the Adoption Draft for codification.

TASK 5 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	• Adoption Draft (staff draft) • Adoption Draft (public draft) • Adoption Draft 2 (staff draft) • Adoption Draft 2 (final for codification)	• Review, consolidate, and submit one round of written comments on Adoption Draft • Review, consolidate, and submit one round of written comments on Adoption Draft 2
MEETINGS	• Attend and assist with facilitation of Adoption Draft presentations	• Schedule and lead Adoption Draft presentations
TRIPS	• Two one-day trips	

Phase 1 Summary

Anticipated schedule: Approximately 18 months, depending on number and timing of community outreach opportunities and availability of staff to participate in LDC update activities.

Trip Summary: Fifteen trips.

Anticipated budget: \$195,715.

PHASE 2: PROMOTING KEY STANDARDS

Phase 2 of the Santa Fe LDC Update will focus on substantive (content) updates to regulations and procedures in the Land Development Code that implement key community standards and

land development policies. This phase may also involve additional organizational edits as needed to better incorporate content revisions for continued user-friendliness.

TASK 1: TARGETED LDC DIAGNOSTIC REVIEW AND ANALYSIS UPDATE

Organizing and building on the substantive information gathered during the Phase 1 tasks, Clarion will prepare an updated assessment of the current LDC (Phase 2 Targeted Diagnostic) that identifies recommended revisions to substantive regulations, resolution of ambiguous regulations that were determined to be substantive in nature, and updates to current administrative processes.

ACTIVITY 1.1: PHASE 2 TARGETED LDC DIAGNOSTIC STAFF DRAFT

The Phase 2 Targeted Diagnostic will focus on identifying substantive updates and will involve an analysis of the key issues, themes, and drafting concerns to be addressed through the Phase 2 revisions to implement key standards. The Phase 2 Targeted Diagnostic will include the following:

- Summary of substantive issues identified in the **Phase 1, Task 2 Community Issues Identification Report** (summary of feedback from the Phase 1 stakeholder outreach) along with any substantive issues identified during later drafting in the Phase 1 process.
- An updated **Phase 1, Task 3 LDC Analysis and Evaluation** focused on plan and policy implementation through substantive and procedural issues.
- An **analysis of the current LDC**, identifying the specific code sections and standards that: appear to create barriers to key standards implementation, typically produce poor or unpredictable results, or can be replaced by a more modern regulatory approach, as well as an identification of missing standards or procedures that are needed to fill code gaps.
- As applicable, a summary of national **best practices** for specific substantive update topics.

As part of the Phase 2 Targeted LDC Diagnostic, we will also prepare an Annotated Outline of Content Edits, based on the LDC Foundations Draft, that identifies additional recommended article-by-article substantive edits that were not identified in the earlier Phase 1 Annotated Outline of Technical Edits. These edits will be broadly described as concepts (such as “review the overlay districts for potential consolidation into the base zone districts”) with the

actual new regulatory language proposed during the drafting task.

The first version of the Phase 2 Targeted LDC Diagnostic will be for internal staff review only. This review will allow staff time to provide Clarion with feedback, instructions about additional issues that should be included (or deleted) and identify any factual errors or major issues that should be adjusted in the document prior to public review. During this activity, we will also work with staff to update the Public Participation Plan for use across the tasks and activities in Phase 2.

ACTIVITY 1.2: PHASE 2 TARGETED LDC DIAGNOSTIC PUBLIC REVIEW DRAFT

Following receipt of one round of consolidated written comments from City staff, and a follow-up meeting to discuss necessary edits, Clarion will prepare a public review draft of the Phase 2 Targeted LDC Diagnostic for distribution and discussion.

ACTIVITY 1.3: PREP FOR AND FACILITATE PLANNING COMMISSION REVIEW AND COMMUNITY OUTREACH

We will present the Phase 2 Targeted LDC Targeted Diagnostic to the Planning Commission for discussion. As directed by Public Participation Plan, we will also prepare for and convene additional outreach meetings to present the Phase 2 Targeted LDC Diagnostic to the community and receive questions and comments.

PHASE 2, TASK 1 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	• Prepare staff review draft Phase 2 Targeted LDC Diagnostic • Discuss staff edits and comments and revise Phase 2 Targeted LDC Diagnostic • Prepare materials for Planning Commission discussion community outreach meetings • Facilitate PC and community outreach meetings • Prepare post-meeting updates to Public Participation Plan and schedule	• Review staff review draft Phase 2 LDC Diagnostic and prepare a set of consolidated staff comments • Schedule meeting with Planning Commission, • Lead logistics for community outreach • Distribute and post public draft Phase 2 LDC Diagnostic • Review and comment on meeting materials
MEETINGS	• Facilitate LDC Diagnostic overview and discussion with Planning Commission • Facilitate additional stakeholder meetings per schedule • Issues identification prep and wrap-up meetings with staff	• Participate in LDC Diagnostic Planning Commission review • Participate in additional stakeholder meetings • Participate in outreach prep and wrap-up meetings
TRIPS	• One trip, 2-3 days	

TASK 2: PREPARE DRAFT LDC UPDATES

DRAFTING ORGANIZATION OVERVIEW

Following completion of the Phase 2 Targeted LDC Diagnostic, Clarion will begin working on the new draft Land Development Code according to the agreed-to content updates and sequencing priorities. The LDC substantive updates will be built on the Phase 1 LDC Foundations Draft. In our experience, it can be difficult to read and digest all of the new substantive and procedural information that goes with an LDC update, so we recommend dividing the drafting into three installments based on related material. While the specific order and contents of each installment is up for discussion, below we suggest a typical breakdown that has worked well in other communities.

Installment 1 – Districts and Uses. This installment focuses on updating the current lineup of zoning districts to align with relevant City plans and policies. We will use the Phase 2 LDC Targeted Diagnostic to start charting the path toward alignment with anticipated future land use designations and placemaking opportunities. Possible outcomes include district consolidations, (for districts that have similar purposes, standards, and uses); incorporation of overlay districts into base districts, creation of new districts to better align with the City's placemaking and redevelopment priorities; and elimination/retirement of districts that are rarely (or never) applied or are contrary to City land use policies. Clarion will work closely with City staff and the Planning Commission to ensure that zoning district line-up implements the City's growth and

development goals and policies. Updates to the use regulations will also be included in this installment. This work includes revisiting the categories, specific use types, review type (e.g., permitted use, special use permit) and use-specific standards for clarity, relevance (do the standards reflect how this use is developed now?), and potentially for approval streamlining. We will also explore options for regulating emerging uses, particularly those related to housing such as fractional housing and long-term RV stays. Zone district measurement instructions and use-related definitions will also be included in this installment.

Installment 2 – Development Standards.

This installment focuses on the development quality standards, such as parking, landscaping, sustainability/resilience, access and circulation, sensitive area protection, building and site design, and exterior lighting. The development standards are often the most complex part of a code update because of the wide range of standards and their relationship to standards that often live outside the code (such as street standards and other engineering standards). We will update the development standards to reflect community priorities (such as sustainability, water conservation, nighttime lighting, and housing affordability), anticipate evolving development priorities (such as increased use of renewable energy and more focused protection from wildfire and other natural hazards) and specify how the updated development and design standards will be applied to anticipated redevelopment in Santa Fe.

Installment 3 – Administration and Procedures.

This installment will focus on clarifying and, where appropriate, streamlining the current procedures for development review applications. This will include identification of any applications that could be considered for administrative approvals by the director, subject to Planning Commission appeal. Clarion's expert code drafters are experienced in establishing procedures that are easy to understand, are based on a consistent and predictable foundation, and apply objective approval criteria-while offering flexibility where appropriate. This installment will also include the general provisions of the Land Development Code, which contain important elements to ensure the new code functions effectively (e.g., legal authority to regulate land development, relationship to other codes, nonconformities, and enforcement of the code).

Installment 4 – Special Topics. We will explore the need for a fourth installment, focused on special topics, at the outset of the drafting process. This installment can be used to bring forward topics that would otherwise have been prepared in one of the three main drafting installments, but that may generate significant community input and work better as a “stand-alone” section for that review, such as historic preservation or signs, or topics that are newer to the community and are easier to understand in a smaller selection of regulations, such as land use and public health standards or equity considerations.

ACTIVITY 2.1: STAFF DRAFT LAND DEVELOPMENT CODE

We will prepare a staff review draft of each installment. The staff draft will include all of the content for the current installment, and as the

drafting moves forward will also include the content from the earlier installments. The drafts will emphasize the use of graphics, tables, and charts to clearly explain zoning and land use concepts. The drafts will include commentary and footnotes to explain changes from current regulations and practice and the rationale behind each new provision. The commentary and footnotes will also demonstrate how the revised code addresses the issues noted in the Phase 2 Targeted LDC Diagnostic. We will ask staff to prepare one round of consolidated comments and we will meet with staff to discussed proposed revisions. We will then share the revised draft installment with the Planning Commission for review and input.

ACTIVITY 2.2 PUBLIC DRAFT LAND DEVELOPMENT CODE

Following Planning Commission review, Clarion will share a public draft of each installment for distribution and presentation according to the Public Participation Plan, including Clarion facilitation of in-person meetings on each installment. Once the public draft of the first installment has been delivered, Clarion will begin working on the staff draft of the second installment, and so forth. Comments from the Planning Commission, stakeholders, and public on each public draft installment will be collected and addressed in the adoption draft in Task 3. In addition to participating in one set of public meetings per installment, we find it is important to allow additional meeting time to either address specific issues that arise from the draft review process or allow for a follow-up trip to continue the in-person discussion of any installment that needs more attention in the community. We have identified two meetings for these purposes.

PHASE 2, TASK 2 ACTION ITEMS		
ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	• Staff drafts of Installments 1, 2, 3 • Revisions per staff comments • Prepare materials for Planning Commission and public review meetings	• Provide one round of consolidated written staff comments for each Installment • Coordinate Planning Commission and public review meetings and assist with reviewing comments
MEETINGS	• Facilitate discussion with Planning Commission for each Installment • Facilitate one round of community outreach meetings per Installment • Issues identification prep and wrap-up meetings with staff	• Lead logistics for community outreach meetings • Participate Planning Commission review meetings • Participate in community outreach meetings • Participate in outreach prep and wrap-up meetings
TRIPS	• Per Installment (3 trips total): One trip, 2-3 days (4 trips if a fourth installment is drafted) • Topic-related or hands-on meetings: Two trips, 1-2 days	

TASK 3: ADOPTION DRAFT LAND DEVELOPMENT CODE

ACTIVITY 3.1 ADOPTION DRAFT LAND DEVELOPMENT CODE

We will organize the comments received for each public draft installment from the Planning Commission and public for a discussion with staff about revising the public draft versions to create a consolidated Public Review Draft Land Development Code. This draft will be the first draft to include all of the components of the new Land Development Code, an important milestone for understanding how each of the installments relate to each other. As with the installments, we will first prepare a staff draft of the Public Review Draft Land Development Code.

After one round of consolidated feedback on the staff draft, we will edit the draft to incorporate agreed-to changes as well as final versions of illustrations, charts, and tables, and distribute the Public Review Draft Land Development Code for a pre-adoption round of community input. Following distribution of the public discussion draft, Clarion will work with staff to present the draft to the public, Planning Commission, and Governing Body pursuant to the approach identified in the Public Participation Plan.

We will work with staff to collect feedback and comments to be compiled into a report submitted with the Public Review Draft LDC for adoption.

ACTIVITY 3.2 LDC ADOPTION PROCESS

Clarion will coordinate with Santa Fe staff to create presentation materials for the code adoption process. As needed, we can participate in up to two adoption hearings to assist with adoption questions and issue resolution.

ACTIVITY 3.3 FINAL LAND DEVELOPMENT CODE

After adoption, Clarion will prepare a final version of the new Land Development Code that incorporates any agreed-to changes identified during the adoption hearings. This final version will be prepared as a Word document for submission to the City's codification service unless a different format is agreed to with the City.

PHASE 2, TASK 3 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	- Summarize public draft installment comments - Consolidate all installments and update to incorporate final edits - Create outreach materials for PC and public review of consolidated draft LDC - Prepare updated materials for adoption hearings - Revise public review draft as instructed	- Review public draft installment comments summary and identify final edits - Lead logistics for community outreach meetings - Review community outreach and adoption presentation materials
MEETINGS	- Present and facilitate review of public draft LDC - Attend and participate in two adoption hearings	Participate in public draft review meetings
TRIPS	Two, 2-3 days each	

Phase 2 Summary

Anticipated schedule: 18 to 24 months depending on number and timing of community outreach opportunities and availability of staff to participate in LDC update activities.

Trip Summary: Six multi-day trips for up to 3 Clarion staff members.

Anticipated budget: \$300,000 to \$350,000 depending on number and timing of community outreach opportunities; total number of trips; existing conditions analysis, mapping, and confirmation needed for the creation and incorporation of Santa Fe-specific form-based standards and regulating plan (for targeted areas); and inclusion of extra rounds of drafting beyond those identified in the scope.

PHASE 3: GENERAL PLAN IMPLEMENTATION

The LDC Update Phase 3 edits will be designed to further fine-tune the LDC to implement the Land Use Chapter of the updated Santa Fe General Plan following completion of that plan. While there are a few different ways to approach growth plans and growth management, we can anticipate the general approach to these updates and follow the same steps as the Phase 2 edits, over a shorter timeframe, to draft and incorporate these changes. Key aspects of growth management regulation typically include the following, some of which can be incorporated as part of the Phase 2 updates:

- Development and infrastructure standards that are targeted to reflect full growth areas, limited growth or conservation areas, and locations that are appropriate for gradual, longer-term growth;
- Zone districts that can guide growth based on: (1) anticipated development timing, and (2) proposed future development densities and intensities;
- Adjustable standards targeted to variable resources or impacts, such as water, wildlife, and wildfire, that might need to be changed based on environmental circumstances;
- Standards to protect permanent open space areas; and
- Development processes that: (1) help guide applicants to regulatory options that support the growth management plan, (2) incorporate flexibility for gradual expansion of development over time, and (3) procedures that allow the City to review regulatory impacts on real or perceived property rights.

We will revise the Phase 3 scope concurrently with the creation of the updated Santa Fe General Plan.

Phase 3 Summary

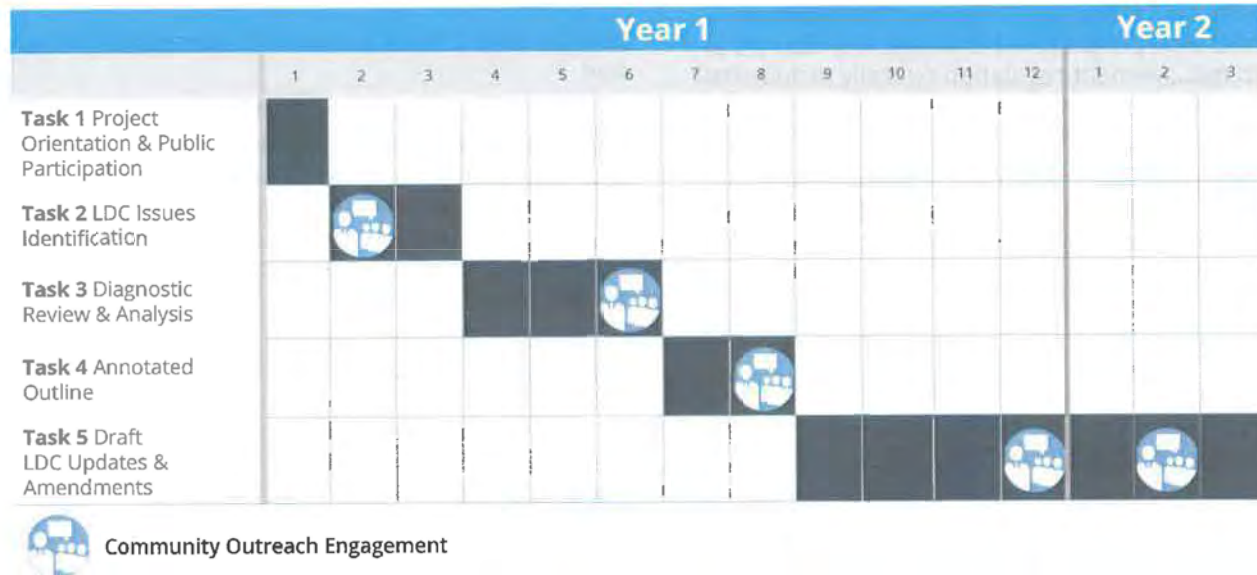
Anticipated schedule: 12 to 14 months depending on number and timing of community outreach opportunities and availability of staff to participate in LDC update activities.

Trip Summary: Four multi-day trips for up to 3 Clarion staff members.

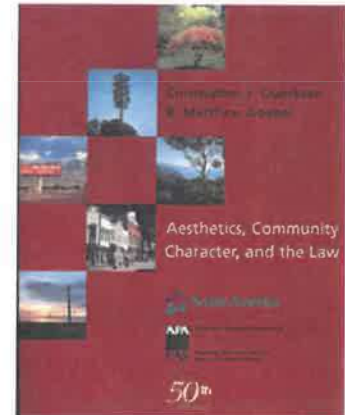
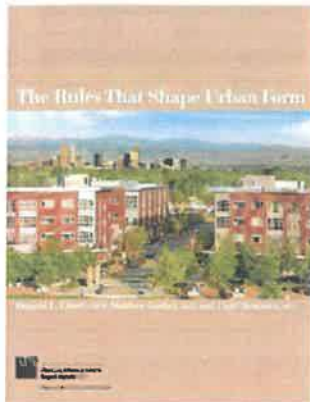
Anticipated budget: \$120,000 to \$150,000 depending on number and timing of community outreach opportunities, total number of trips, creation and incorporation of form-based standards, and inclusion of extra rounds of drafting beyond those identified in the scope

PROJECT TIMELINE

Based on work in similar projects, we believe that the LDC Diagnostic Review and Annotated Outline can be completed and presented to local officials and the public within fifteen months of the project start-up date – recognizing that if the revisions become controversial or additional public meetings are necessary, additional time may be necessary. We would be pleased to discuss an accelerated schedule at the City's request.



3. DESIRABLE SPECIFICATIONS



PROVEN TRACK RECORD

We understand that no two code projects are alike because all communities are unique. Our extensive experience provides Clarion with a solid foundation for developing effective code update processes; however, we recognize that the most successful work plans are carefully created with the input of staff, taking into account local circumstances and priorities. Here are some of the unique qualities of our firm that would contribute to a successful partnership with the Santa Fe Planning & Development staff:

Depth of Experience. Clarion Associates offers an unparalleled amount of national expertise, combined with a long track record of success in similar projects. We have been working throughout the country since the firm's founding 29 years ago, performing a full range of planning and zoning services for small, mid-sized, and large communities all over the United States. Clarion has prepared zoning regulations and plans for over 130 communities across the U.S. and Canada, and we're no strangers to Kansas, where Elizabeth, our project manager grew up and went to college and where we've worked in Wyandotte County/KCK, Riley County, Leavenworth, and Leawood, and across the state line for Lee's Summit, Riverside, Blue Springs. Elizabeth, while practicing at Spencer Fane, also served as counsel for the Kansas City, Missouri, TIF Commission.

Leaders in Sustainable Best Practices. Clarion is recognized as a national leader in creating the concept of sustainable development codes and conducting sustainability audits of codes. We have drafted comprehensive plans and regulations that incorporate ambitious sustainability goals, ranging from reduction of carbon emissions to density bonuses for infill housing. The firm takes particular pride in its innovative approach to code assessments

involving identification of regulatory barriers and opportunities for the use of incentives and flexible menus to achieve community sustainability goals. Additionally, Clarion is one of the few firms in the nation that has actually gone beyond code audits and has drafted new and updated development codes with extensive sustainability sections related to renewable energy, energy efficiency, and low-impact development, among numerous other sustainability topics. An example is the point-based menu of sustainability options we helped develop for Henderson, Nevada, which has been used as a model by other cities.

We have a proven track record in teaching and educating local officials about sustainable code revisions in a clear and practical fashion. Clarion led a popular series of national sustainable development code workshops for the American Planning Association that has educated hundreds of planners on how to remove code barriers, create incentives, and fill regulatory gaps to move their communities towards a more sustainable future.

Land Use Law. Clarion team members include some of the country's most experienced land-use law practitioners. Team members have detailed knowledge of U.S. constitutional and federal land use law, including how to avoid takings claims, deal with First Amendment issues (signs, adult uses), and ensure that standards meet due process requirements.

Infill and Mixed-Use. Clarion has drafted numerous regulations and policies that differentiate between infill development and new development at the edge of communities, in terms of both design and development standards and review procedures. We also recognize that many cities need a hierarchy of mixed-use districts that range from high-intensity areas surrounding transit stops and key activity



San Antonio Historic District Design Guidelines

nodes, to smaller-scale mixed-use areas that integrate well with established neighborhoods. Many Clarion projects have addressed these issues, such as Aurora, Northglenn, and Littleton, Colorado; Indianapolis, Indiana; Arlington and Austin, Texas; Portsmouth, Virginia; Duluth, Minnesota; and Winnipeg, Manitoba. For Sugar Land, Texas, we currently are preparing a series of case studies of communities that have adopted zoning tools to help encourage redevelopment of suburban patterns into thriving mixed-use centers.

Historic Preservation Planning and Policy. Clarion Associates has worked on numerous projects aimed at revitalizing and redeveloping historic areas, as well as projects to draft standards and guidelines for existing and future historic districts. One such effort is San Antonio's historic district standards and guidelines. Our expertise includes crafting historic district zoning and regulations, economic analysis of historic restoration, integrating new development projects, and developing heritage tourism initiatives. Our combination of talents in real estate economics, urban planning, and land-use law allows us to develop creative solutions to difficult historic preservation questions.

Procedural Streamlining and User-Friendly Codes. Clarion has been retained by dozens of communities across the United States to streamline procedures, reorganize and reformat codes, and make them more user-friendly. We use a wide variety of tools, ranging from relatively simple formatting techniques to highly sophisticated, interactive, web-friendly computerized codes. Santa Fe's development regulations have been amended in a piecemeal fashion over the years to remedy particular problems. As layers of regulations build up, so do layers of procedures, and over time, that can result in complicated and time-consuming processes. We find that revised regulations can result in a streamlined set of procedures that are easier to use and understand.



User-friendly Zoning District page layout from Bloomington, IN

Equally important, we understand that *modern* codes rely heavily on graphics and illustrations to explain complex concepts and to illustrate how regulations are applied. The ability to find and understand the law is not just a key to good development — it's a key to good governance in general.

A Track Record of Innovation. Unique planning goals, development histories, and political constraints often require unique land use regulations, and the Clarion professionals pride themselves on mastering cutting-edge techniques and refining them further to meet local needs. Team members have authored leading books and publications such as *The Rules of Urban Form*; *Aesthetics, Community Character, and the Law*; *A Better Way to Zone*; *Nature-Friendly Cities*; *True West*; *Wildlife Habitat Protection*; and *The Citizen's Guide to Planning* (Fourth Edition), and *Zoning Practice Memos* on wind energy, web-based zoning codes, wildfire prevention in urban areas, and zone district consolidation. More importantly, we put the results of our research and publication to work for our clients.

Housing and Neighborhoods. The Clarion Team has worked across the country with planners, architects, developers, and neighborhoods to put together information and regulations that help move communities toward missing middle housing, acceptance of accessory dwelling units, and an understanding about the many reasons we should rethink our default zoning settings.

View our recent work in Bozeman, Montana on Recommended Edits to the Unified Development Code to promote affordable housing solutions: [Bozeman Code Audit To Create and Preserve Housing | City Of Bozeman](#)

PROJECT QUALIFICATIONS



SEDONA, ARIZONA Land Development Code

Clarion worked with the City of Sedona to update their 20-year-old land development code (LDC). The project began in late 2016 with an analysis of the current LDC as well as an annotated outline that described how the new regulations could be restructured. The code was rewritten in three parts, with a strong emphasis on implementing the Sedona Community Plan. First, the districts and uses were redesigned to be more user-friendly and to create opportunities for mixed-use. Next, the development standards were overhauled to raise the bar for quality development and to clarify the current complex design standards, including integration of the city's design review manual – in many cases turning guidelines into regulations. The final part addressed the administration and procedures, including a more streamlined approach to development review of site plans and conditional uses. Clarion then prepared a consolidated draft that was carried forward through the adoption process. Clarion worked closely with the Planning Commission and City Council during a series of workshops and study sessions during the adoption process throughout the summer and fall of 2018. The new LDC was unanimously adopted by the City Council in November 2018. [View the Sedona LDC](#)

REFERENCE CONTACT INFO

Mike Raber
Senior Planner, City of Sedona
928-204-7106
mraber@sedonaaz.gov

2.12. M2: Mixed-Use Office

A. Purpose

The M2 district is intended to accommodate primarily office and supporting commercial and services and limited higher-density residential uses. The M2 district also provides community, educational, lodging, and commercial uses and incidental or accessory uses. Development in the M2 district may include limited auto-oriented uses and development patterns but is primarily intended to provide a walkable and active streetscape and be compatible with surrounding residential development.

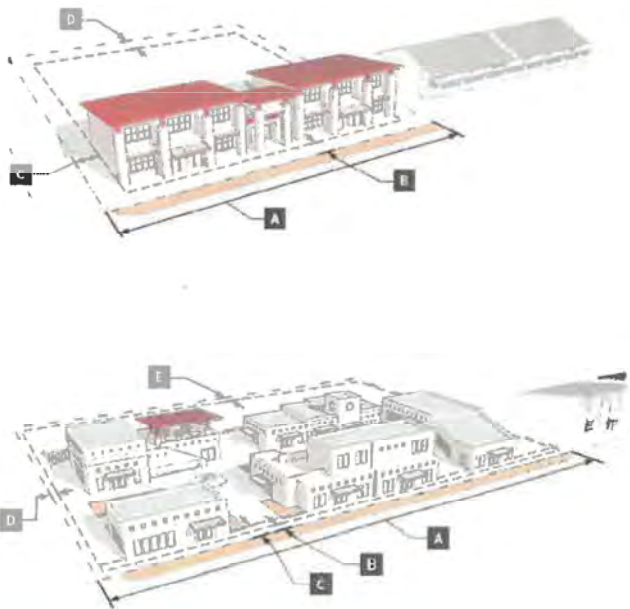
B. M2 Lot and Building Standards

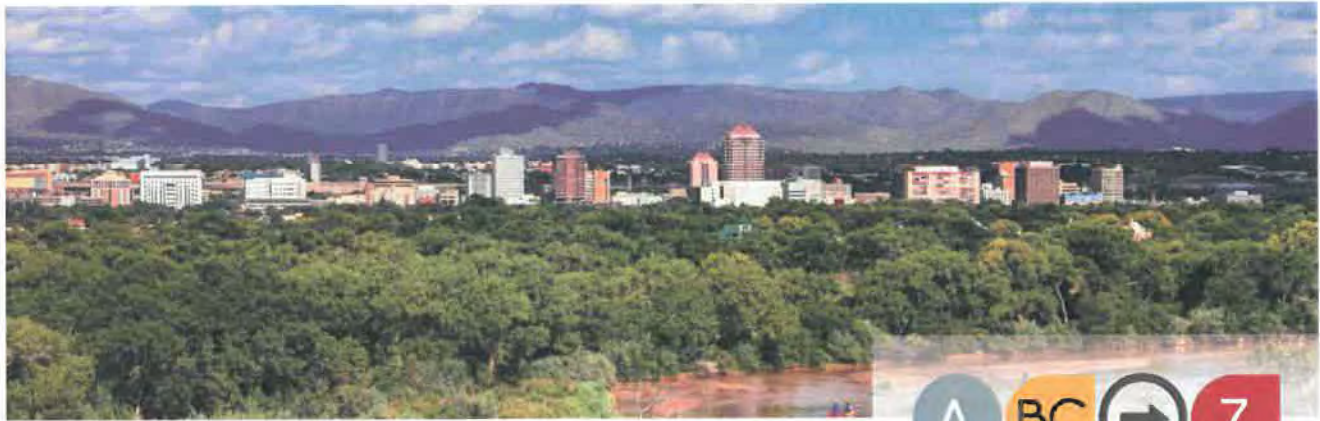
Lot Standards (minimum)(1)	
A Width	60 feet
A Area	10,000 sq. ft.
Setbacks	
B Front, minimum	10 feet
C Side, minimum	10 feet
D Rear, minimum	20 feet
Height	
E Building height	See 2.24.E
Impervious Coverage (maximum)	
Building coverage	40 percent
Total impervious area, including parking	70 percent
Total parking lots	80 percent

C. Other Standards

Other Standards	Location in LDC
Measurements and Easements	Section 5.2
Use Specific Standards	Section 5.3
Off-Street Parking	Section 5.5
Landscaping, Buffering, and Screening	Section 5.6
Site and Building Design	Section 5.7

Notes:
(1) Except the standards are subject to the review and approval of the Sedona Community Plan and approved PDA plans.



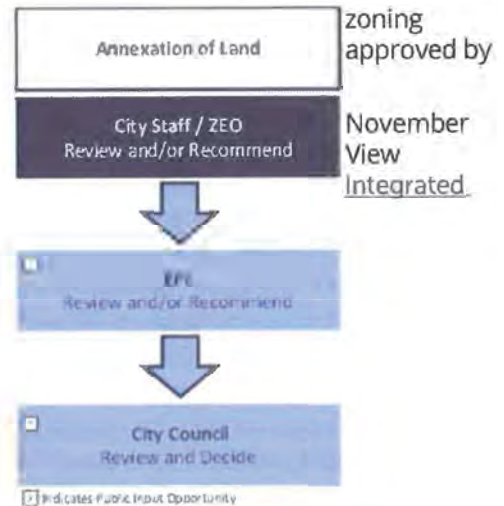


ALBUQUERQUE, NEW MEXICO

Zoning Code Update

Albuquerque, New Mexico, is the largest city and the largest economic in the State of New Mexico. Blessed by spectacular views of the Sandia mountains, the main campus of the University of New Mexico, Rail Runner connections to the state capital in Santa Fe, and an emerging bus rapid transit system along historic Central Avenue/Route 66, the city is poised to strengthen its status as one of the SunBelt's success stories. In 2014, Clarion Associates was selected to head a team of seven consultants, including Fregonese Associates, Dekker/Perich/Sabatini, Karpoff Associates, Leland Consulting Group, Kimley-Horn Associates, and Urban Interactive Studios to update the city's Centers and Corridors Comprehensive Plan and to develop a new Integrated Development Ordinance for the city. The two-year effort began in early 2015, and resulted in a much more nuanced menu of Center and Corridor types aligned with a new approach to Complete Streets implementation. The updated Comprehensive Plan was adopted in 2016. In addition, this project consolidated, integrated, and streamlined the existing zoning ordinance and subdivision controls with land use regulations included in over 40 Sector Plans into an Integrated Development Ordinance (IDO) that makes those controls more internally consistent, predictable, administrable, and user-friendly. After an extensive public engagement process, the IDO and related

citywide
remap was
the City
Council in
2017.
ABQ's



Development Ordinance.



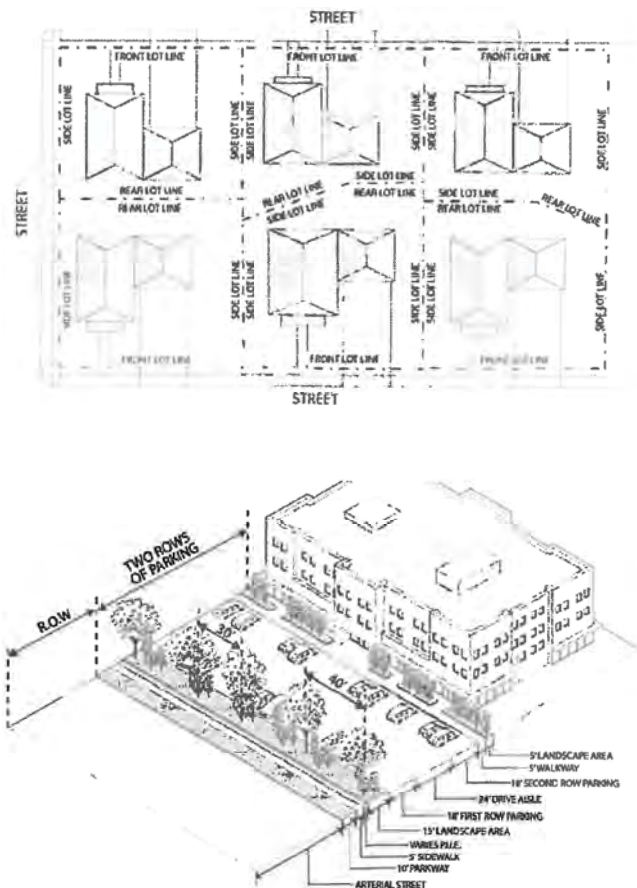
DENTON, TEXAS

Unified Development Code

Clarion Associates was retained by the City of Denton to revise their current development regulations and consolidate provisions into a unified development code. During Phase I of this project, Clarion assessed the current development code and prepared a detailed annotated outline of how a new Denton Development Code would be organized. The annotated outline was based on a thorough review of current regulations, analysis of best practices, and feedback from extensive stakeholder outreach.

Clarion then updated the Denton Development Code through a series of installments that separated the new unified development code sections into manageable phases for internal and public review. The first module was related to land uses and zoning districts, while the second covered administration and general provisions and procedures for development review, followed by the final module on development standards. Each successive module allowed staff, appointed and elected officials, and the public a chance to review and comment prior to Clarion developing a final consolidated adoption draft.

Clarion worked closely with staff and the Planning and Zoning Commission on the execution of this project. In the fall of 2018, the updated Denton Development Code was adopted, and subsequently received an award from the Texas APA. [View the Denton UDC](#)

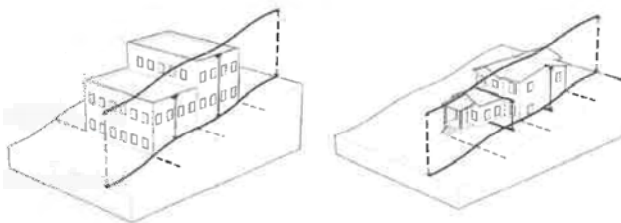
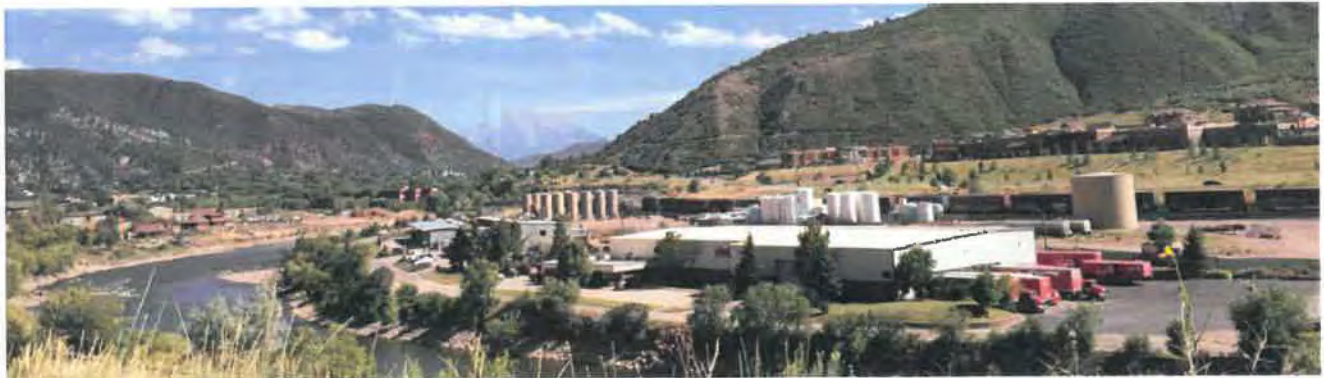


REFERENCE CONTACT INFO

Scott McDonald
Deputy Director/Building Official
940-349-8539
scott.mcdonald@cityofdenton.com

GLENWOOD SPRINGS, COLORADO

Development Regulations Update



Article 070.020: Zoning Districts
070.020.100 Mixed-Use Core (M2) District
(a) Purpose

070.020.100 Mixed-Use Core (M2) District

(b) Purpose

The M2 district is intended to accommodate walkable and active development within Glenwood's core commercial areas, including but not limited to central downtown. The M2 district includes the most recognizable and prominent areas of Glenwood Springs and therefore places an emphasis on high-quality building and site design, as well as the surrounding streetscape. The M2 district is intended to allow for a mix of residential and nonresidential uses while ensuring compatibility with surrounding established neighborhoods.

Figure 020-8: M2 District Dimensional Standards



(b) Standards

Table 020.12: M2 District Dimensional Standards		Other Key Standards	
Lot Standards, Minimum		Measurements and Exceptions	070.020.120
A Lot area (sq ft)	None	Table of minimum area	070.020.120
B Landscaped area (sq ft)	None	Use Specific Standards	070.020.120
Setback Standards, Minimum		Development Standards	070.020.120
C Front, side (ft)	None	Landscaping, Screening and Fencing	070.020.120
D Front, rear (ft)	20	Off-street Parking and Loading	070.020.120
E Front, rear (ft)	20	Nonresidential and Mixed-Use Site and Building Design	070.020.120
Building Standards, Maximum			
F Building height (ft)	40		

Notes: (1) 80 feet max building height by specific review

Clarion Associates worked with the City of Glenwood Springs to revise their development regulations. Phase I in 2015 included preparation of a development regulations analysis and assessment, including an annotated outline detailing how the new development regulations would be organized. That document included several recommendations for improving Glenwood's development regulations, based on best practices from other communities and feedback from stakeholder outreach.

Phase II, which kicked off in March 2016, involved an overhaul of Glenwood's development regulations, based on the recommendations from Phase I and supplemental guidance from a Project Advisory Group and staff. The update to the development regulations occurred in three modules to separate the document into manageable parts for internal and public review. The first module, Administration and Procedures, included improvements to the procedures for development review. The second module included a revised lineup of zoning districts and amended use regulations, addressing mixed-use and reducing barriers to infill and redevelopment. The final module focused on development standards, including the addition of a new suite of sensitive area protection tools. The final code integrated input received during public review of the three modules. The code was adopted unanimously in August 2018.

REFERENCE CONTACT INFO

Gretchen Ricehill

Senior Planner

970.384.6428

BOZEMAN, MONTANA

Unified Development Code Updates to Support Affordable Housing

With a population of 48,000, Bozeman, Montana, is the fourth largest city in the state – and one that is consistently rated as one of the highest qualities of life in the U.S. A thriving local economy grounded in outdoor recreation, camping, skiing, and mountain activities has made the city a magnet for immigrants from all over the country. Unfortunately, those trends have also resulted in rapidly rising housing prices, as new arrivals from California and west coast have competed with local residents for available housing. In 2021, Clarion Associates was retained to lead a team of consultants to update the city's Affordable Housing Ordinance, zoning ordinance, and Planned Unit Development regulations to identify and remove barriers to affordable housing, and to advise the city on how to improve that supply. Clarion is leading a team including the Denver-based national housing economics firm Root Policy Research and Bozeman-based local planning and engagement firm Groundprint to engage stakeholders and the public in discussions about the strengths and weaknesses of the current housing regulations and make recommendations for improvement to all three regulatory documents. The work is expected to be completed by December of 2021.



View the [Bozeman Code Audit To Create and Preserve Housing | City Of Bozeman](#)

REFERENCE CONTACT INFO

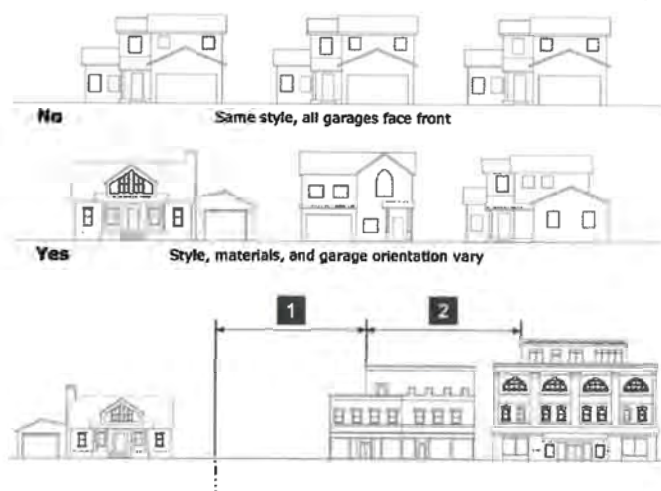
Martin Matsen
Community Development Director (former),
City of Bozeman
mmatsen@gmail.com

LONGMONT, COLORADO

Land Development Code

In 2016, Clarion Associates was retained to prepare comprehensive revisions to the Land Development Code for the City of Longmont, a fast-growing community north of Boulder. The code amendments fell largely into two groups, the first of which included edits to zoning districts, use regulations, and signs, among other topics, and was adopted in August 2018. The second batch of amendments focused on additional topics related to important Council priorities:

- **Integration of Affordable Housing Incentives:** Integrated inclusionary housing requirements into the LDC, and aligned them with existing height incentives.
- **Sustainability Evaluation System:** Clarion worked with staff and City Council to develop possible approaches to evaluating the environmental sustainability performance of site development.
- **Protecting Rivers, Streams, Wetlands, and Riparian Areas:** Clarion provided coordination between multiple planning efforts to establish a more uniform regulatory framework for protecting sensitive environmental areas. Edits related to the protection of rivers, streams, wetlands, and riparian areas for integration into the LDC were completed once the



policy work from external groups on these issues was complete.

REFERENCE

Joni Marsh, Assistant City Manager, City of Longmont
303-651-8601
joni.marsh@longmontcolorado.gov

Zoning Code Updates



Clarion recently led a team working with Billings (pop. 110,000) and Yellowstone County, Montana, to update, coordinate, and fully separate the zoning code that both communities have shared for 50 years. This community-led zoning code rewrite has been guided by an ad hoc steering committee of both city and county representatives; four standing working groups that met monthly or twice monthly to address code drafts through the lenses of urban issues, county issues, landscaping, and signs; and numerous individual meetings with specific interest groups such as developers, real estate agents, short-term rental owners, restaurant/bar/casino owners, homebuilders, environmentalists, health care providers, and outdoor recreationalists. The City of Billings opted for the creation of a character-driven, hybrid form-based code while Yellowstone County opted for a more traditional larger lot, agricultural oriented zoning code that takes advantage of the form sections of the Billings zoning code through a process called “planned neighborhood development.” Both communities will be able to use that process to address development at the urban-rural interface, providing infrastructure and density predictability to the City, property owners, and developers. Major updates in the codes include modernized use tables and use-specific standards supported by a streamlined administrative approval process, specific zone district character and pattern regulations designed to ensure quality infill development in the City’s older neighborhoods, new standards for wind and solar installations that support Montana’s clean energy goals, and the consolidation of eight full and partial sets of sign regulations into a single, updated set of sign standards that is linked to the different sizes and types of development anticipated in the new form-based zone districts. Yellowstone County adopted their new zoning code in November, 2020



and Billings should complete the adoption process in January 2021.

View the Billings, MT Zoning code at https://library.municode.com/mt/billings/codes/code_of_ordinances?nodeId=CICO_CH27ZO

REFERENCE CONTACT INFO

Nicole Cromwell
Zoning Coordinator
406.657.8281
cromwelln@billingsmt.gov



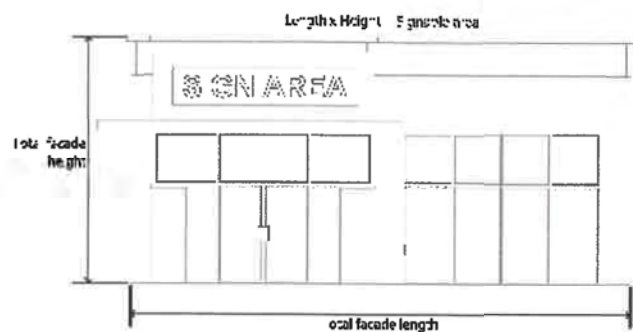
NORTHGLENN, COLORADO

Unified Development Ordinance

Clarion Associates is working with the City of Northglenn to revise their current development regulations. This project follows Clarion's previous work in 2014 to prepare a development regulation assessment, including an annotated outline detailing how the new development regulations would be organized into a Unified Development Ordinance (UDO). That document included several recommendations for improving Northglenn's development regulations based on best practices from other communities and feedback from stakeholder outreach.

This second phase of the project, drafting the UDO, kicked off in 2015 and involves an overhaul of Northglenn's development regulations, based on the recommendations from the assessment and supplemental guidance from a UDO Task Force and staff. The update to the development regulations will occur in three installments to separate the document into manageable parts for internal and public review. The first two installments, Administration and Procedures, and Districts and Uses, have already been distributed for public review. The final installment will include the development standards addressing the quality standards such as parking, landscaping, and building design. Following public review of all three installments, Clarion will prepare a consolidated draft for adoption that reflects comments received on all three installments. The new Unified Development Ordinance was adopted in 2018.

[View the Northglenn UDO](#)



REFERENCE CONTACT INFO

Eric Ensey
Senior Planner
303.450.8740
eensey@northglenn.org



CLARION



Planning | Zoning & Land Use | Sustainability & Resiliency

Project Name: Santa Fe, New Mexico LDC Update Phase 1

* Updated July 2022 with adoption

Task	Clarion					Total
Team Member	PM/Dir. 1	Director 2	Of Counsel	Associate	Graphics	
Billable Rate \$/Hour	\$215	\$225	\$180	\$90	\$85	
Phase 1: Project Orientation and Public Participation						
1.1 Project Orientation Strategy	2	0	2	8	8	20
1.2 LDC Update Participation Plan	2	0	2	8	8	20
1.3 Project Management (included in subsequent tasks)	0	0	0	0	0	0
Phase 1: Total Hours	4	0	4	16	16	40
Phase 1: Total Labor	\$860	\$0	\$720	\$1,440	\$1,360	\$4,380
Person trips	0	0	0	0	0	0
Phase 1: Total Travel	\$0	\$0	\$0	\$0	\$0	\$0
Phase 1: TOTAL	\$860	\$0	\$720	\$1,440	\$1,360	\$4,380
Phase 2: LDC Issues Identification (Code Housekeeping)						
2.1 Outreach Approach and Scheduling	4	0	4	0	10	18
2.2 Materials and Presentations	18	16	2	16	16	68
2.3: Meeting Facilitation and Summary Report	8	0	8	16	0	32
Project Management/Coordination Meetings w/Staff	4	0	4	4	0	12
Phase 2: Total Hours	34	16	18	36	26	130
Phase 2: Total Labor	\$7,310	\$3,600	\$3,240	\$3,240	\$2,210	\$19,600
Person trips	1	1	1	1	0	4
Phase 2: Total Travel	\$950	\$950	\$950	\$950	\$0	\$3,800
Phase 2: TOTAL	\$8,260	\$4,550	\$4,190	\$4,190	\$2,210	\$23,400
Phase 3: LDC Diagnostic Review and Analysis with Annotated Outline						
3.1 Current LDC Analysis	16	6	8	20	0	50
3.2 Staff Review Draft LDC Diagnostic Review	12	2	6	72	14	106
3.3 Public Review Draft LDC Diagnostic Review	12	2	6	48	12	80
3.4 Prep for and Facilitate LDC Diagnostic Review Outreach	34	0	16	40	18	108
Project Management/Coordination Meetings w/Staff	8	0	8	8	0	24
Phase 3: Total Hours	82	10	44	188	44	368
Phase 3: Total Labor	\$17,630	\$2,250	\$7,920	\$16,920	\$3,740	\$48,460
Person trips	1	0	0	1	0	2
Phase 3: Total Travel	\$950	\$0	\$0	\$950	\$0	\$1,900
Phase 3: TOTAL	\$18,580	\$2,250	\$7,920	\$17,870	\$3,740	\$50,360
Phase 4: Prepare LDC Foundations Draft						
4.1 Staff Draft LDC Updates	40	6	30	100	24	200
4.2 Public Review Draft LDC Updates	20	4	14	40	10	88
4.3 Prep for and Facilitate LDC Updates Outreach (2 rounds)	32	8	14	40	11	105
4.4 Revised Public Draft LDC Updates	24	4	6	24	8	66
Project Management/Coordination Meetings w/Staff	4	0	4	4	0	12
Phase 4: Total Hours	120	22	68	208	53	471
Phase 4: Total Labor	\$25,800	\$4,950	\$12,240	\$18,720	\$4,505	\$66,215
Person trips	2	1	1	2	0	6
Phase 4: Total Travel	\$1,900	\$950	\$950	\$1,900	\$0	\$5,700
Phase 4: Total	\$27,700	\$5,900	\$13,190	\$20,620	\$4,505	\$71,915
Phase 5: Adoption						
5.1 Adoption draft 1 - staff draft	20	2	30	30	10	92
5.2 Adoption draft 1 - public review draft	10	0	14	20	2	46
5.3 Adoption draft presentation assistance (2 rounds)	40	0	20	10	0	70
5.4 Adoption draft 2 (final) - staff draft	8	0	10	20	2	40
5.5 Adoption draft 2 (final) - final	8	0	8	8	0	24
Phase 5: Total Hours	86	2	82	88	14	272
Phase 5: Total Labor	\$18,490	\$450	\$14,760	\$7,920	\$1,190	\$42,810
Person trips	2	0	1	0	0	3
Phase 5: Total Travel	\$1,900	\$0	\$950	\$0	\$0	\$2,850
Phase 5: Total	\$20,390	\$450	\$15,710	\$7,920	\$1,190	\$45,660
Project Total Hours	326	50	216	536	153	1281
Project Total Labor	\$70,090	\$11,250	\$38,880	\$48,240	\$13,005	\$181,465
Project Total Person Trips	6	2	3	4	0	15
Total Travel Expenses	\$5,700	\$1,900	\$2,850	\$3,800	\$0	\$14,250
Total Pre-Tax Fees: Labor and Expenses	\$75,790	\$13,150	\$41,730	\$52,040	\$13,005	\$195,715
Estimated New Mexico Gross Receipts Tax (NM GRT) for the City of Santa Fe (8.3125%)						\$16,268.81
Total Fees: Labor and Expenses, after payment of NM GRT						\$179,446.19



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

BUSINESS REGISTRATION

Business Name: CLARION ASSOCIATES, LLC
DBA: CLARION ASSOCIATES, LLC

Business Location: 1600 STOUT ST STE. 1700
DENVER, CO 80202

Owner: CLARION ASSOCIATES, LLC

License Number: 232801

Issued Date: May 11, 2022

Expiration Date: May 11, 2023

CRS Number: 02376261006

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

CLARION ASSOCIATES, LLC
1600 STOUT ST STE. 1700
DENVER, NM 80202

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CLARASS-01

BTURNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2022

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 PFS Insurance Group 4848 Thompson Parkway Suite 200 Johnstown, CO 80534	CONTACT NAME: PFS Insurance	
	PHONE (A/C, No, Ext): (970) 635-9400 FAX (A/C, No): (970) 635-9401	
	E-MAIL ADDRESS: info@mypfsinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Old Guard Insurance Company	17558
INSURED Clarion Associates LLC 1600 Stout Street, Ste #1700 Denver, CO 80202	INSURER B : Pinnacol Assurance Co	41190
	INSURER C : Houston Casualty Company	42374
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		CWP042989M	8/11/2022	8/11/2023	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 \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CWP042989M	8/11/2022	8/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CWP042989M	8/11/2022	8/11/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	4060755	7/1/2022	7/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Errors			H722-120205	9/22/2022	9/22/2023	Each Claim 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability: Policy Number: CYB-3018599-01; Eff/Exp Date: 06/16/2022 - 06/16/2023; Each Claim \$1,000,000 Hudson Excess Insurance Company NAIC #14484

If required by written contract, City of Santa Fe is included as Additional Insured for ongoing operations under General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe 200 Lincoln Ave. Santa Fe, NM 87501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Purchasing_Memo_Clarion Assoc. Amendment 1_1-21-26 (002)

Final Audit Report

2026-01-22

Created:	2026-01-22
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Filled
Transaction ID:	CBJCHBCAABAAmAKo-G038GZmAMyZQiTbojSP2uUwosE

"Purchasing_Memo_Clarion Assoc. Amendment 1_1-21-26 (002)" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-01-22 - 7:15:17 PM GMT- IP address: 63.232.20.129
-  Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-01-22 - 7:27:01 PM GMT
-  Form filled by ALYSSA PEREZ (aeperez@santafenm.gov)
Form filling Date: 2026-01-22 - 7:27:25 PM GMT - Time Source: server- IP address: 63.232.20.129
-  Agreement completed.
2026-01-22 - 7:27:25 PM GMT



CLARASS-01

BADAMS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2025

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.

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PRODUCER PFS Insurance Group 4848 Thompson Parkway Suite 200 Johnstown, CO 80534	CONTACT NAME:		
	PHONE (A/C, No, Ext): (970) 635-9400	FAX (A/C, No): (970) 635-9401	
	E-MAIL ADDRESS: info@mypfsinsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Old Guard Insurance Company		17558
INSURED Clarion Associates LLC 1600 Stout Street, Ste #1700 Denver, CO 80202	INSURER B : Pinnacol Assurance Co		41190
	INSURER C : Scottsdale Insurance Company		41297
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		042989M	8/11/2025	8/11/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			042989M	8/11/2025	8/11/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			042989M	8/11/2025	8/11/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	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	N / A	4060755	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Errors			EKI3585521	8/11/2025	7/1/2026	Each Claim 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by written contract, the Certificate Holder is included as Additional Insured for ongoing operations under General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



1630 Welton Street, Ste 1000C
Denver, Colorado 80202
www.clarionassociates.com
303.830.2890

Invoice

To: City of Santa Fe Land Use Department
Sant Fe, NM
Attn: Daniel Alvarado, AICP

Date: June 19, 2025
Invoice No. 10179

Project: 22012 Santa Fe, New Mexico LDC Update Phase 1
Project Manager: Matt Goebel
For professional services rendered as of 5/31/2025

Professional Services	Phase Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Task 1: Project Orientation and Public Participation	\$4,380.00	100.00	\$4,380.00	\$4,380.00	\$0.00
Task 2: LDC Issues Identification (Code Housekeeping)	\$19,600.00	100.00	\$19,600.00	\$19,600.00	\$0.00
Task 2: Travel	\$3,800.00	100.00	\$3,800.00	\$3,800.00	\$0.00
Task 3: LDC Diagnostic Review and Analysis with Annotated Outline	\$48,460.00	100.00	\$48,460.00	\$48,460.00	\$0.00
Task 3: Travel	\$1,900.00	100.00	\$1,900.00	\$1,900.00	\$0.00
Task 4: Prepare LDC Foundations Draft	\$66,215.00	100.00	\$66,215.00	\$66,215.00	\$0.00
Task 4: Travel	\$5,700.00	100.00	\$5,700.00	\$5,700.00	\$0.00
Task 5: Adoption	\$93,791.46	100.00	\$93,791.46	\$42,809.40	\$50,982.06
Task 5: Travel	\$2,850.00	100.00	\$2,850.00	\$2,850.00	\$0.00
Professional Services Total:					\$50,982.06
Total Invoice Amount					\$50,982.06

Billing Summary	Current			Prior		Total
Professional Services	\$50,982.06			\$195,714.40		\$246,696.46
Aged Receivables:						
Invoice	0 - 30	31 - 60	61-90	91-120	>120Days	Balance
Total Prior Billing						