

City of Santa Fe
Children and Youth Commission
Request for Proposals
RFP #'14/30/P
For
Programs for Children and Youth

Proposal Due:
Friday, March 21, 2014
2:00 p.m.

Purchasing Office
(closed from 12:00 p.m. – 1:00 p.m.)
City of Santa Fe
2651 Siringo Road, Building H
Santa Fe, New Mexico 87505

For information about the Children and Youth Commission please visit www.santafenm.gov

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REQUEST FOR PROPOSALS
'14/30/P
PROPOSAL NUMBER

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, Friday, March 21, 2014.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

(PROGRAMS FOR CHILDREN AND YOUTH)

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.



Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 02/14/14
To be published on: 02/21/14

Received by the Albuquerque Journal Newspaper on: 02/14/14
To be published on: 02/21/14

February 21, 2014

Dear Children and Youth Applicants,

The City of Santa Fe and the Children and Youth Commission sincerely appreciate your services to enrich the lives of our children and improve our community. Your dedication to continually improve your programs and service to the community is what makes Santa Fe such a special place. I sincerely appreciate your efforts and look forward to receiving your proposal for FY 14-15.

The purpose of this letter is part of the process regarding the Request for Proposal (RFP) packet for Fiscal Year 2014-2015 for Children and Youth programs.

All agencies requesting City funding for Fiscal Year 2014-2015 must be certain to review and comply with all requirements of the RFP packet. Any requirements not complied with could delay or disqualify your agency from funding consideration. **Submit an original and one copy with all submittal requirements and seven (7) copies of your proposal without the submittal requirements.**

You may pick up a copy of this RFP at the Purchasing Office located at 2651 Siringo Road, Building H, anytime beginning February 28, 2014. The Purchasing Office is closed from 12:00 noon to 1:00 p.m. If you have any questions or need assistance with the RFP packet, please contact Chris Sanchez at 955-6678 or at clsanchez@santafenm.gov.

Thank you,

**A. Terrie Rodriguez, Director
Youth and Family Services Division**

February 21, 2014

Dear Children and Youth Applicants:

During the summer of 2013, the Children and Youth Commission underwent a two-day strategic planning retreat. As a result, the Commission has consolidated our previous five (5) funding categories into three (3) categories. We have strategically focused our direction to end/results framework to ensure that our Commission funding is having a direct impact on the overall wellbeing of our children and youth within our community. We have also identified Desired Results/Ends (Conditions of well-being) and Key Indicators (Measure of conditions of well-being) as a means for potential grantees to address, measure and capture data to meet the Commission's funding priorities.

In addition, one additional form has been added to the required Submittal Requirements: Church/State Separation Certificate. This form is requested by the Purchasing Division of the City of Santa Fe to comply with purchasing assurances and requirements.

After proposals are received, applicant interviews will be scheduled. These are intended to provide opportunities for members of the Commission to ask questions, not for applicants to make presentations or distribute literature.

Inevitably there will be questions about this Request for Proposal process. So it is particularly important that you attend the training session, Friday, March 7, 2014, from 3:30-5:00 at Market Station Office, 500 Market Street, Suite 200, Santa Fe, NM 87504. If you have questions in the interim, contact Chris Sanchez at 955-6678 or clsanchez@santafenm.gov.

We wish your organization the best of luck with your Request for Proposal and thank each of your organizations for working with our community's babies, children and youth.

Sincerely,

Sue Anne Herrmann, Chair
Children & Youth Commission

GENERAL INFORMATION

Children and Youth Commission Funding:

Vision: The healthy development of children & youth and a community environment in which the strengths of young people are recognized and nurtured.

Mission: To improve the lives of children by supporting local nonprofit and school programs that work for kids.

Funding for the Commission grants comes from a minimum of 3% of the City's share of the state gross receipts tax.

In addition to funding, the Commission provides leadership for the city through planning, advocacy, program coordination, technical assistance and recommendations to policy makers. Funding goes to programs that promote children being raised in stable and nurturing families, children succeeding in school and youth choosing health behaviors. Through its work, the Commission shows that the City of Santa Fe "cares about kids."

This is local funding intended for Santa Fe young people, age birth through age 21, at least 50% of whom must be city residents. With rare exception, only Santa Fe based organizations may apply. In addition, at least 50% of the participating young people must be from families with low-to-moderate incomes. Annual income eligibility figures for the City of Santa Fe come from the U.S. Department of Housing and Urban Development. School programs may use the figures from the Santa Fe Public Schools Student Nutrition Services Free/Reduced meal statistics. The intent is to provide ongoing programs in the city that regularly engage young people in active and positive community activities.

This year, the Commission strategically focused their direction through a Results-based Accountability and End/Results Framework with Community Indicators to ensure that funding is having a direct impact on the overall well-being of children and youth within the Community. Through this focused approach, the Commission has identified three priority funding categories: Early Care and Education for Children 0-5, Supplemental Education for School-Aged Children and Healthy Lifestyles. Additionally, the Commission has identified Key Indicators to measure the conditions of well-being and Desired Ends/Results to illustrate conditions of well-being. (Please refer to attached copy of Ends Framework with Indicators form). Funding for existing programs continues to be a priority, but new applicants may apply. The Commission's intent is to strategically align applicants with results-based outcomes for their service populations. By applicants aligning services and programs with the Commission's Ends Framework and Key Indicators, applicants will have the means to assess their overall impact within their service area. Additionally, applicants shall demonstrate their ability to carry out approved plans and track appropriate indicators. The ultimate goal is to track and compare data and outcomes with local, state and national statistics. Applicants will have more opportunities to collaborate and partner with service providers and school sites (if applicable). Applicants will still be expected to provide timely and accurate fiscal and narrative reports, to meet agreed upon deadlines and to meet the Children and Youth Commission's criteria listed in this Request for Proposals. Contracts are for one year, and may be extended for a second year, based on a review of the performance in the first year by the Commission, the annual needs assessment findings and site visits. Applicants who are not currently funded through a City Children and Youth contract must identify their proposal as a New Request on the Signature Sheet. Applicants shall be limited to non-profit organizations that have been

granted and currently hold tax exempt status under Section 501 (c) (3) of the Internal Revenue Code, to public schools, or to applicants whose programs are covered by a fiscal agent that meets these requirements.

Previous recipients are limited to a maximum request of \$100,000. New applicants are limited to a maximum request of \$25,000 and must have a three years history of successful local operation.

Applicants may not apply for funding from both the City Human Services Committee and the Children and Youth Commission.

Funding is on a cost reimbursement basis. Payment is made after costs have been incurred and reimbursement has been requested showing that work has been done. Reporting requirements are quarterly, as specified in the Grantee Policy and Procedures document, which can be found on the City website www.santafenm.gov under Children and Youth Commission. Site visits are conducted by City staff members or consultants. Funded programs may be expected to participate in several training and technical assistance opportunities during the funding year.

Funding is primarily intended to pay for direct services for children, rather than to pay for administrative costs and applicants should reflect this in their budgets. Direct administrative costs for the program shall be as low as possible (not to exceed 25%).

Fiscal Sponsorship:

Fiscal agents are responsible for program management, financial reporting and all contract requirements. If your organization is using a fiscal agent, the agent will process the reimbursement requests following the City Children and Youth Policies and Procedures Document on the City website under the Children and Youth Commission: www.santafenm.gov. If your organization is using a fiscal agent:

1. Fiscal agent fees shall not exceed 12%.
2. All official documents and signatures must be those of the fiscal sponsor, not your own program.

Public School Partnerships:

If you propose to work with public school children, identify the school sites and include approval from the school. If the program will be school-based, please include a letter from the principal agreeing to host the program (see criteria section for more information.)

RFP Training:

RFP training will be conducted on Friday, March 7, 2014, 3:30-5:00pm.

New Applicants:

Contact Chris Sanchez, Youth and Family Services Division, Children and Youth Commission, Program Manager, at 955-6678 or clsanchez@ci.santa-fe.nm.us , to discuss your proposed program if you are a new applicant or if you have any questions.

FUNDING CATEGORIES FOR FISCAL YEAR 2014-2015

Funding categories are based on the Desired Results/Ends Framework resulting from the 2013 Children and Youth Commission Strategic Planning Retreat, community needs identified in recent needs assessments, City Council initiatives identified in strategic planning sessions and recent resolutions adopted by the City Council.

This year the Commission is seeking proposals for programs in the following three categories:

1. Early Care and Education for Children 0-5
2. Supplemental Education for School-Age Children
3. Healthy Lifestyles

SCHEDULE FOR CHILDREN AND YOUTH FUNDING PROCESS 2014-2015

Friday, February 21, 2014	Public Notice Advertisement in newspaper for the availability and disbursement of RFP packets for Children and Youth applicants. Packets available at City of Santa Fe Purchasing Office, 2651 Siringo Road Building “H“ Santa Fe, New Mexico 87505 or on the website – www.santafenm.gov.
Friday, March 7, 2014	Technical Assistance Training: recommended for new applicants, 3:30 p.m. to 5:00 p.m. Market Station Office, 500 Market Street Suite 200, Santa Fe, NM 87504
Friday, March 21, 2014	Deadline for submittal of proposals to the <u>Purchasing Office, 2651 Siringo Road, Building H, no later than 2:00 p.m.</u> <u>No late proposals accepted.</u>
March 24-April 7, 2014	Review and analysis of Proposals by Staff and Commission.
Tuesday, April 22, 2014	Children and Youth Commission meeting and discussion of proposals.
Friday, April 25 -Saturday, April 26, 2014	Interviews with applicants to be held at undetermined location.
Monday, May 19, 2014	Recommendation of award to Finance Committee
Wednesday, May 28, 2014	Recommendation of award to City Council
Monday, June 2, 2014	Prepare contracts for Fiscal Year 2014-2015
Tuesday, July 1, 2014	Beginning of Fiscal Year 2014-2015

DATES FOR CONSIDERATION BY THE CITY COMMITTEES AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR APPLICANTS

One original and one copy with submittal requirements and seven additional copies (without the submittal requirements packets) must be submitted – a total of nine. All submittal documents must be in order by number directly after the signature sheet.

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit an original and one copy with all submittal requirements and seven (7) copies of the proposal without submittal requirements. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, Friday, March 21, 2012.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter who is at fault. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number: '14/30/P

Title of the proposal: Children and Youth Commission/Programs for Children and Youth
Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretations should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given consideration must be received at least five (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview proponents; however, contracts may be awarded without such interviews. At its discretion the City reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

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

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

7. RESIDENT and LOCAL PREFERENCE

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. ASSIGNMENT

Neither the purchase order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Increases or decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. INVOICING

(A) The reimbursement request form shall be submitted duly certified and documented and shall contain the following information: quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to Children and Youth Commission staff for review and submission to Accounts Payable and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. DEFAULT

The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been

made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. NON-COLLUSION

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

11. REPORTING REQUIREMENTS

Four (4) Quarterly Reports and one (1) Final Project Report assessing fiscal and programmatic goals and objectives as stated in the Scope of Services section of the contract will be required for submittal to the Children and Youth Commission.

12. AUDIT REQUIREMENTS

Grantees receiving monies from the City in excess of \$250,000 in any combination of city, state and federal funds during the contract year will be required to submit a copy of its most recent audit for the entire program.

13. DRUG USE

In signing this proposal the proponent certifies that their organization has a written policy with regard to abuse of controlled substances and the consequences of such use. This policy applies to its staff, program managers and facilitators as well as the program managers and facilitators of any organization for which it might act as a fiscal agent.

14. SEXUAL CONDUCT

In signing this proposal the proponent certifies that it does not discriminate on the basis of gender or sexual orientation and requires any organization for which it might act as a fiscal agent to follow a similar policy. The proponent further certifies that a written policy outlines all consequences for any type of sexual harassment, regardless of gender or sexual orientation.

SUBMITTAL REQUIREMENTS

- A. **Official Documents:** Copies of the following must be submitted with the original and first copy only. With the original only, include the Final Check-Off List that follows the proposal instructions.
1. All applicable licenses (current), including a copy of 2014 Business Registration Certificate for the City of Santa Fe. If not applicable, please provide a brief explanation.
 2. Applicant's current general liability insurance certificate with binder naming the City as co-insured in accordance with the New Mexico Tort Claims Act. (At least one million dollars.) Worker's Compensation and Employers' Liability if required and Professional Services Liability if required.
 3. List of the names, addresses and phone numbers of current Board members, and advisory board members, officers, committees, terms of office, and occupation. Describe how your Board reflects the diversity of the Santa Fe Community.
 4. New Mexico Incorporation Certificate or agreement that your agency operates under.
 5. IRS Certificate for non-profit status, if applicable. (501 (c) 3 letter)
 6. EEO/ADA Certification signed by Board Chairperson.
 7. NON-COLLUSION AFFIDAVIT must be signed and notarized.
 8. Completion of Church/State Separation Certificate
 9. All applicants who have been audited must include a copy of their most recent audit. All applicants must include the most recent IRS 990 tax forms.
 10. Consolidated Income Statement with current month and year-to-date.

For uniformity in the proposal review process, please sequence your proposal in the above format. Proposals must address all items #1 through #10. Those proposals not adequately addressing the submittal requirements may be considered non-responsive and may be excluded from the application process. **Enclose these materials as attachments to the back of your proposal.**

B. **Project Information:**

1. Staple proposals, or use binder clips; double-sided printing is accepted.
2. Number all pages sequentially. Ignore the numbering of forms as shown on this RFP.
3. Submit the original and first copy with the Official Documents. Staple each of seven copies of just the Project Information, and submit all nine copies (mailed or hand-delivered, with an absolute deadline of 2:00 p.m.) in an envelope or box, to:

City of Santa Fe Purchasing Office
2651 Siringo Road, Building H
Santa Fe, NM 87505

4. On the outside of the envelope or box, write in large, clear, bold letters, the following:

Proposal Number: # 14/30/P

Title of the Proposal: CHILDREN AND YOUTH COMMISSION/PROGRAMS FOR
CHILDREN AND YOUTH

Name and Address of the Applicant:

5. This funding is intended to benefit City of Santa Fe residents. At least 50% of the participants must be city residents.
6. At least 50% of the participant children must be from families with low/moderate incomes or below. Public schools may use free and reduced lunch eligibility requirements. If you receive a contract you will be required to report on these two requirements.

SIGNATURE SHEET (Cover Page)

City of Santa Fe Children & Youth Proposal FY 2014-2015	
Name, Address, Phone, Email of Organization Receiving Contract (Fiscal Agent if appropriate)	
Name, Contact Information for Person Submitting Request	
Amount Requested and any increase in funding being sought (*if any increase is being sought, please explain with 250 word max.)	
Total Budget for Proposed Program:	
Program Name:	
Brief Program Description:	
Proposed number of unduplicated participants:	
Ages of Program Participants (0-21):	
Check One: <input type="radio"/> Previous Recipient <input type="radio"/> New Applicant	
Funding Categories to be Addressed: 1. 2. 3. (See page 8 for Funding Category List)	
_____ Signature of Board President	_____ Date
_____ Signature of Executive Director	_____ Date
_____ Signature from Fiscal Agent	_____ Date

PROPOSAL NARRATIVE

1. Narrative (not to exceed three pages)

Describe the applicant organization, the project goal for which funds are being sought, demographics of the children and the number of children who will be served by funds from Children and Youth funds.

2. Budget

- a. Detailed budget of the program requesting funds
- b. Detailed budget from the previous year of this program
- c. Brief statement of how the funds will improve the program
- d. Brief statement of plans for sustaining the program beyond the grant period

3. Financial History

- a. Applicant's financial statement from last complete fiscal year
- b. Current year to date financial statement
- c. Most recent audited financial statement and IRS 990 form

4. Donor List

- a. List corporations, foundations and other major sources committed, pending and anticipated with amounts and percentages. (see form A)
- b. Individuals may be grouped together, as appropriate (i.e. event income, sponsor income, fee income)

ADDITIONAL CRITERIA FOR PROGRAMS OPERATING IN PUBLIC SCHOOLS (one additional page, if necessary)

5. All applicants must notify the school district of their intention to work with the schools by contacting the Santa Fe School District.
6. Please attach a current copy of the Memorandum of Understanding or Agreement (MOU or MOA) with the schools in which your program operates, or a signed statement from the principal agreeing to host it.
7. Describe the school support that will be provided, including having adequate time and space set aside for the program. Will this be during the school day, or after school?
8. Proposals using the Santa Fe Public Schools as fiscal agent need the superintendent's review and signature.

LINE ITEM BUDGET CATEGORIES
FY 2014-2015

1.0 PERSONNEL EXPENDITURES

- 1.1 Net or Gross Salaries
- 1.2 FICA
- 1.3 Hospital/Life Insurance
- 1.4 Workman's Compensation
- 1.5 Unemployment Insurance

2.0 CONTRACTUAL SERVICES

- 2.1 Telephone
- 2.2 Postage
- 2.3 Facility Rent
- 2.4 Linen and Laundry Service
- 2.5 Building Maintenance and Repair
- 2.6 Equipment Maintenance and Repair
- 2.7 Utilities
- 2.8 Auditing and Bookkeeping
- 2.9 Professional Contractors
- 2.10 Advertising
- 2.11 Printing and Photocopying
- 2.12 Insurance
- 2.13 Transportation Mileage
- 2.14 Program Stipends, Scholarships
- 2.15 Other

3.0 COMMODITIES

- 3.1 Office Supplies
- 3.2 Janitorial Supplies
- 3.3 Food
- 3.4 Motor Fuel
- 3.5 Medical Supplies
- 3.6 Tools
- 3.7 Recreation Supplies
- 3.8 Other

Form A:

AGENCY BUDGET FORM
FY 2013-2014 Agency Budget by Line-Item and Funding Source

<i>Line-Item Category</i>	<i>State of NM (All Sources)*</i>	<i>Federal Government* (All sources)</i>	<i>City of Santa Fe*</i>	<i>McCune Foundation</i>	<i>Frost Foundation</i>	<i>Santa Fe Community Foundation</i>	<i>Other Sources* (combined)</i>	<i>Total All Sources</i>
Personnel & Fringe Benefits	\$							
Contractual Services	\$							
Commodities/Supplies	\$							
Capital Outlay	\$							
Sub-total:	\$							
In-Kind	\$							
GRAND TOTAL:	\$	\$	\$	\$	\$	\$	\$	\$
	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(100 %)

*NOTE: You may substitute this page with your agency's own fund accounting spreadsheet that details out the requested information. If your agency receives funding from more than one department/division from any of these grantmakers, please specify the exact sources and funding amounts below. In the columns listed above indicate the percentage each column represents of the agency's overall grand total budget of 100%.

State of New Mexico	Federal Government	City of Santa Fe	Other	Amount
				\$
				\$
				\$
				\$

Program Budget 2014-2015

PROPOSED PROGRAM BUDGET		
Expense Category	Total Program Budget	Total Funding Request from the City Children & Youth Fund
1.00 Personnel Expenditures (Salary and Fringe Benefits)		
2.00 Contractual Services (e.g., Rent, Utilities, Insurance)		
3.00 Commodities (e.g., Office Supplies, Recreation Supplies)		
TOTAL		

Line Item Breakdown for proposed request:

Current recipients: work from the current budget in your contract.

1. Personnel – include number of hours, hourly rate and total requested for all positions.	
	\$
	\$
	\$
	\$
	\$
SUB-TOTAL	\$
2. Contractual Services – describe service and amounts requested.	
	\$
	\$
	\$
	\$
	\$
SUB-TOTAL	\$
3. Commodities – what items, how many, cost per unit equals total request.	
	\$
	\$
	\$
	\$
	\$
	\$
SUB-TOTAL	\$
Grand Total	\$

B. ORGANIZATIONAL CHART

Create or attach an existing one-page organizational chart showing the administrative structure of your organization, including reporting relationships and all positions from program staff to administration and board. Include fiscal agent if applicable.

If this is a school program, identify the public school staff person responsible for overseeing the program or site.

PROPOSAL EVALUATION PROCESS

All proposals will be reviewed by the staff members of the Children and Youth Commission. A summary of both organization and proposal strengths and weaknesses will be forwarded to the Children and Youth Commission, with proposal narrative and financial information for their review. Applicants will have an opportunity to address perceived weaknesses and to emphasize their strengths at the provider hearings. Organizations making new requests for funding may be required to furnish additional information prior to the provider hearings. Actual funding recommendations to the Finance Committee of the City Council are made by the members of the Children and Youth Commission, based on the following criteria:

- program "fit" with stated Children and Youth funding categories and agency/s program and services align with Commission's Ends Framework and Key Indicators;
- degree to which proposal meets Children and Youth proposal criteria;
- current and proposed program or organization involvement in community-wide collaborative activities (e.g., coalition membership, interagency project collaboration);
- adherence to RFP requirements and completeness of proposal package;
- proposed scope of services, including number of young people who will benefit, quality of program, and service categories;
- assessment of sponsoring organization's ability to successfully carry out proposed program activities, including examination of staff qualifications, organizational structure; and board composition;
- general assessment of sponsoring organization's fiscal and administrative capability and past performance, including program record keeping and accountability.

The City Council makes the final decision on funding.

FINAL CHECK OFF LIST FOR PROPOSAL

Attach Final Check Off List to the back of the original application. Please check off boxes beside each item to ensure that all items are included.

One original and one copy including Submittal Requirements (Official Documents 1 through 10.)

Seven additional copies (for a total of nine) collated and clipped in the order listed below.

- Signature Sheet
- Proposal Narrative
- Financial Information
- Organizational Structure

Attachments

EEO/ADA CERTIFICATION

ASSURANCE OF COMPLIANCE WITH TITLE VI AND VII
OF THE CIVIL RIGHTS ACT OF 1964
AND
AMERICANS WITH DISABILITIES ACT OF 1990

_____ (hereinafter called the
"Applicant")
Name of Applicant)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulations of the City of Santa Fe issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulations, no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives city or federal financial assistance from the City of Santa Fe; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

Applicant hereby certifies that it offers Equal Employment Opportunity and complies with Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972 and all requirements imposed by or pursuant to Regulations of the City of Santa Fe issues pursuant to that title expressly prohibiting discrimination in employment on the basis of race, color, religion, sex or national origin. Application HEREBY GIVES ASSURANCE THAT it will take any measures necessary to effectuate this agreement.

The Applicant hereby warrants he/she is in compliance with the Americans with Disabilities Act, 29 CFR 1630.

Dated: _____

(Applicant)

By: _____
(President, Chairman of Board, or
comparable authorized official)

(Applicant's mailing address)

NON-COLLUSION AFFIDAVIT OF PROPONENT

State of)
)
County of)

_____ being first duly sworn, deposes and says that:

(1) She/He is the _____ of _____, the proponent that has submitted the attached Proposal;

(2) She/He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said proponent 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 other Proponent, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Proponent, firm or person to fix the price or prices in the attached Proposal or of any other Proponent, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proponent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

(5) 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 proponent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED)
(TITLE)

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

My Commission Expires: _____

CHURCH/STATE SEPARATION CERTIFICATION FORM

Certification by non-profit agency(s)

I, _____, Board Chairman of _____, make the following assurances and certifications:

(A) The Agency hereby certifies that it will comply with the following separation of Church and State requirements:

The agency agrees that:

- (a) it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- (b) it will not discriminate against any persons seeking services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- (c) it will require no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this agreement; and
- (d) the facility under this agreement or in which services are provided which are assisted under this agreement shall contain no sectarian or religious symbols or decorations.

(B) I agree to carry out City of Santa Fe Grant Program activities in accordance with applicable laws and regulations.

Signature of Board Chairman

Date

Living Wage Ordinance

Ordinance Number §28-1-28-1.12DSFCC 1987

Purpose:

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wages.

Who it affects:

- All profit and nonprofit businesses required to have a business license or business registration with the City of Santa Fe.

Compliance:

- Affected businesses are required to pay employees an hourly wage of \$10.66 effective March 1, 2014.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers.
- For workers who customarily receive more than \$100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Nonprofit organizations whose primary source of funds is from Medicaid waivers are *exempt*.

Prohibitions against retaliation and circumvention:

- It shall be unlawful for any business, employer or employer's agent or representative to take any action against an individual in retaliation for exercising or communicating rights under this ordinance. This includes retaliation against individuals who mistakenly but in good faith allege noncompliance with the ordinance.
- Taking adverse action against an individual within 60 days of the individual's assertion of or communication of information regarding rights raises a reputable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting portions of its operations or leasing portions of its property.

Enforcement and Remedies:

- Administrative Enforcement—The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- Criminal Penalty—A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to whom any such violation occurred.
- Other Remedies—The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

Nonexclusive Remedies and Penalties—The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Posting and Publication:

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a City of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be construed a violation of this ordinance and, in addition, shall be considered grounds for suspensions, revocation, or termination of the business license or registration.

For more information, please contact: Constituent Services at 505-955-6949 Email: constituentservices@santafenm.gov

REQUEST FOR PROPOSALS ONLY
CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and _____ (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City as described in the attached Exhibit "A".

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it 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.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed _____dollars (\$_____), plus or inclusive of applicable gross receipts taxes and which is also described in Exhibit "B" attached hereto.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on _____ unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services

rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. 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.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. 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.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive

general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. 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.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. 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.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any

action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. REPORTING REQUIREMENTS

The Contractor shall provide the City with a written quarterly report and supporting documents at the end of each calendar quarter with reporting on the goals met as set forth in Exhibit "C" attached hereto and incorporated herein. Failure to meet these goals and/or noncompliance with this provision may result in termination pursuant to Article 6 of this Agreement.

23. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:

Contractor:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

CITY MANAGER
or
MAYOR

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____
City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL,
CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, INTERIM CITY ATTORNEY 2/7/14

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR

Business Unit Line Item

REQUEST FOR PROPOSALS ONLY
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21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

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CONTRACTOR:

CITY MANAGER
or
MAYOR

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____
City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL,
CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, INTERIM CITY ATTORNEY 2/7/14

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR

Business Unit Line Item