

City of Santa Fe
Youth and Family Services Division
Community Services Department

Request for Proposals
RFP '15/ 10 /P

TEEN NIGHTS PROGRAM
TEEN NIGHTS PROGRAM



Proposal Due:
Friday, October 10, 2014
2:00 p.m.

to

Purchasing Office
City of Santa Fe
2651 Siringo Road, Building H
Santa Fe, New Mexico 87507

TABLE OF CONTENTS
RFP '15/10 /P

	<u>Page No.</u>
Advertisement for Proposals	1
Proposal Schedule	2
Information for Proponents.....	3
Special Conditions	8
General Information.....	10
Scope of Services	12
Instructions for Proposal Completion	13
Scope of Services Statement.....	13
Proposal Evaluation Process.....	15
Evaluation Criteria Score Sheets	16-17

Attachments:

- A. Instructions for Local Preference**
- B. Local Preference Application Form**
- C. Resident Veterans Preference**
- D. Sample Professional Services Agreement**
- E. Minimum Wage Ordinance**

**REQUEST FOR PROPOSALS
PROPOSAL NUMBER '15/10 /P**

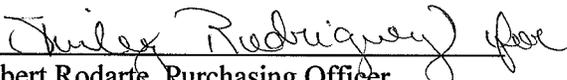
Proposals will be received by the City of Santa Fe and will be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road, Building H, Santa Fe, New Mexico **until 2 P.M. local prevailing time Friday, October 10, 2014.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procurement of services for the following:

TEEN NIGHTS PROGRAM

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: 09/05/14

To be published on: 09/10/14

Received by the Albuquerque Journal Newspaper on: 09/05/14

To be published on: 09/10/14

PROPOSAL SCHEDULE

	Public Notice Advertisement in newspaper. Packets available at the Community Services Department, 500 Market Street, Suite 500.
Friday, October 10, 2014, <u>2:00 p.m.</u>	Deadline for submittal of RFP's to Purchasing Office, 2651 Siringo Road, Building H, no later than <u>2:00 p.m.</u> on Friday, October 10, 2014.
Tuesday, October 14, 2014	Evaluation of Proposals
Wednesday, October 15, 2014	Negotiate Agreement
Monday, October 20, 2014	Finance Committee
Wednesday, October 29, 2014	City Council
Thursday, October 30, 2014	Notice to Proceed

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

INFORMATION FOR PROPONENTS

1. **RECEIPT OF PROPOSALS**

The City of Santa Fe (herein called "Owner"), invites firms to submit *one (1) original and three (3) copies* of the proposal. The Purchasing Office will receive proposals until **2:00 p.m. local prevailing time, Friday, October 10, 2014 at 2:00 p.m. (Purchasing Office is closed during the noon hour 12:00 noon to 1:00 p.m.)**

The packets shall be submitted and addressed to Purchasing Office at 2651 Siringo Road, Building H, Santa Fe, New Mexico, 87507. 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 whose fault it was. 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: '15/10/P
Title of the Proposal: Teen Nights Program
Name and Address of the Proponent:

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

2. **PREPARATION OF PROPOSALS**

Proponents 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(s) preparing 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 Robert Rodarte, Purchasing Director, City of Santa Fe Purchasing Office, 2651 Siringo Road, Building H, Santa Fe, New Mexico, 87507 and to be given consideration must be received at least five (5) days prior to the date fixed for the receiving of proposals.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the RFP, which if issued, will be mailed by certified mail with return receipt requested to all prospective applicants not later than three days prior to the date fixed for the receiving of proposals. Failure of any proposing applicant to receive any such addenda or interpretation shall not relieve such proponent from any obligation under this proposal as submitted. All addenda so issued shall become part of the contract documents.

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 evaluation system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews.

6. 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.

APPLICATION-IN-STATE AND OUT OF STATE BIDDERS

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid. Thus, it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue Department.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A) (1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The preference for proposals shall be 1.10 for local.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is

required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business preference.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposal are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

New Mexico Resident Preference Number (if applicable) _____

7. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a 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.

8. **ELIGIBILITY REQUIREMENTS**

With rare exception, only Santa Fe-based organizations may apply.

Projects must take place in Santa Fe County.

Organizations must be a federally recognized nonprofit with an IRS 501(c) 3.

City of Santa Fe-operated programs are not eligible.

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 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. 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. **REPORTING REQUIREMENTS**

The Contractor will be required to submit a *narrative report* of each event and activity conducted through the Teen Nights program. The report must contain information regarding the date, time, place and type of event or activity conducted, the number of participating teens, the method of advertisement (e.g., radio, newspaper or flier) utilized and any other relevant information. The reporting document is to be submitted to Edith Martinez of the Youth and Family Services Division, Community Services Department located at 500 Market Street, Suite 200 when submitting requests for reimbursement for activities conducted. **Failure to submit the required narrative report will result in delay of payment.**

7. **INVOICING**

(a) The reimbursement request form shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order. **Any requests for reimbursement for items or services not approved as part of the original budget will be denied.**

- (b) Invoices and narrative reports must be submitted to the Edith Martinez of the Community Services Department and NOT THE CITY PURCHASING AGENT.

8. METHOD OF PAYMENT

Every effort will be made to process payments within 14 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.

9. DEFAULT

The city reserves the right to cancel all or any part of this order without cost to the city if the Contractor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the city due to the vendor's default. The Contractor 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 Contractor and these causes have been made known to the City of Santa Fe in written form within five working days of the Contractor 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 Contractor 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.

10. NON-DISCRIMINATION

By signing the City of Santa Fe proposal, the proponent agrees to comply with President's Executive Order No. 11246 as amended.

11. NON-COLLUSION

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

GENERAL INFORMATION

MISSION STATEMENT

One mission of the Youth and Family Services Division is to plan, develop and implement quality programming for Santa Fe's teens. The *Teen Nights Program* was developed as a result and as a recommendation of a Mayor's Youth Summit which involved teenagers from every middle and high school in Santa Fe, both public and private, to participate in a forum where their views, ideas and recommendations could be expressed. The **number one** issue that continues to be expressed by the teens is the "*lack of recreational and leisurely activities for teens*" in Santa Fe. The types of activities desired by teens have been generally described in the "Scope of Services" section of this document on page 12. To be considered for funding, a proponent must provide a scope of services within their proposal, which meets the desired needs of the teens.

CONTRACTOR RESPONSIBILITIES

1. The Contractor will provide safe and fun recreational/leisurely activities for local teens. The minimum attendance per event should be no less than 30 teens ages 12-18.
2. The Contractor will be responsible for the provision of adequate staffing and security at each of the planned activities and events in order to ensure the safety of the teens participants. Failure to do so can result in a "Default" on part of the Contractor, thereby, allowing the City to reserve its right to cancel all or any part of this order as described on Page 9, Section 9 "DEFAULT";
3. The Contractor will be responsible for securing private or public facilities intended for the use of *Teen Nights Program* events;
4. The Contractor will be responsible for providing free food, refreshments and prizes, when appropriate, to participating teens of the *Teen Nights Program*;
5. The Contractor must submit the required Narrative Report for each event as specified on page 8 (Reporting Documents) of this document. The narrative report must be submitted with the request for reimbursement documents in order to receive payment.

CITY RESPONSIBILITIES

1. The City will be responsible in assisting the Contractor with planning functions of the Teen Nights program. Planning functions may include seeking input from the Mayor's Youth Advisory Board with regard to events.
2. The City will be responsible for drafting required correspondences such as requests for the use of City facilities or parks and any necessary waivers, thereof, for the use of Teen Nights events.
3. The City will be responsible for processing reimbursement requests expeditiously, provided that all required invoicing and reporting documents are submitted complete and on a timely manner. It could take up to two weeks for processing of reimbursement requests once they have been submitted to the Community Services Department.

FUNDING FOR THE TEEN NIGHTS PROGRAM

Funding for the Teen Nights Program was allocated by the City's governing body from the *Quality of Life Fund* to implement safe and fun activities for local teens as identified in the Mayor's Youth Summit Report. Funds for this program are intended to benefit teenage residents (ages 12-18) of the City of Santa Fe. The instructions and forms contained within this packet are meant to simplify the process.

The Evaluation Committee will review all proposals submitted to the City of Santa Fe, and make funding recommendations for award of contract to the Finance Committee and City Council for approval.

The following proposal format is designed to minimize the amount of paperwork required from proponents. The text of the proposal should be typed in the format provided within this packet. The narrative should provide a summary statement that is complete in and of itself. Additional materials such as support letters are not necessary, but if a proponent wishes to include supplemental materials, they may be included in an appendix to the proposal.

The following items outline the proposal evaluation criteria used by the Evaluation Committee. Since the amount of funding available for this program is limited, the monies are intended to pay primarily for direct services rather than administrative costs. However, an amount up to five percent (5%) will be allowed for program administration. Those expenses must be directly related to the program and must be stated and justified when submitting documentation for reimbursement.

MAXIMUM COMPENSATION

The total amount of compensation by the City to the proponent shall not exceed \$60,000.00 (sixty thousand dollars), inclusive of New Mexico Gross Receipts Tax.

SCOPE OF SERVICES

The City of Santa Fe sponsored three Youth Summits, whereby, the teen participants identified the “*lack of recreational and leisurely activities for teens in Santa Fe*” as their priority issue. To be considered for funding, proponents will be evaluated based on their ability to provide teen services as described below:

- A. Plan, organize and conduct special events and activities for teens (ages 12-18) in coordination with the Community Services Department staff, the Mayor’s Youth Advisory Board and teens from the community. Events and activities to be conducted shall be recreational and/or leisurely in nature and shall be provided *at no cost* to participating teens. Activities may be conducted in the form of teen dances or concerts, intramural sports, recreational/sporting exhibitions or competitions such as skateboarding/rollerblading, basketball tournaments, talent shows, custom car and bike shows, movie and bowling nights, etc. with no less than 30 teen participants.
- B. It shall be the responsibility of the contractor to provide all staffing, security, advertisement, food and entertainment services for all events.

INSTRUCTIONS FOR PROPOSAL COMPLETION

To qualify for a Teen Nights Program agreement, proponents must address all of the following in your proposal. Your proposal should be formatted as follows:

1. **INTRODUCTION**

Summarize the type of organization you are submitting a proposal on behalf of and its history of providing services to and for local teens.

2. **SCOPE OF SERVICES STATEMENT**

Describe in detail the level of experience your organization has in providing the types of programs, activities and/or events as described in the “Scope of Services” section on page 12.

3. **PROJECT SCHEDULE**

Provide a detailed schedule of proposed activities and/or special events your organization intends to provide should your request for funding be granted. Plan your schedule for the time period November 1, 2014, through October 30, 2015. The schedule submitted in your proposal will be subject to amendment should your organization be funded at an amount *less than* your request.

4. **STAFF COMPOSITION/ORGANIZATIONAL STRUCTURE**

Provide a narrative description of how your organization intends to provide staffing, security, advertisement and entertainment for the proposed activities and events. Also describe how your organization intends to plan events in an attempt to ensure that teens in the various age groups feel included in the activities.

5. **BUDGET BREAKDOWN AND JUSTIFICATION**

Provide a breakdown of the proposed expenses and narrative justifications for each of the line items. Up to 5% of the proposed budget request may be utilized to offset associated administrative costs.

6. **WORK PROGRAM**

- a. What method will be utilized to track the (unduplicated) number of teens participants involved in each of your proposed Teen Nights Program activities or events?
- b. It is the intent of the City to make the Teen Nights Program available to any and all *local* teens between the ages of 12 and 18. Briefly describe your proposed advertising and/or marketing strategies to demonstrate how you intend to reach youth in the community.

- c. It is imperative to utilize well-qualified staff, volunteers and bonded security to provide safe and quality programming. Please provide your qualifications to administer this program, as well as a plan as to how your organization intends to physically manage the proposed activities, especially if you intend to conduct events, which may draw hundreds of teens.

- d. Funding for this program is very limited, therefore, describe how you would coordinate/collaborate services and scheduling of events with other agencies in the community? Indicate which entities and other associations your organization actively participates with in providing services to teens in the community.

PROPOSAL EVALUATION PROCESS

EVALUATION CRITERIA

The staff of the Youth and Family Services Division/Community Services Department will evaluate all proposals. Funding for the Teen Nights Program will be awarded based on the submitted written proposal. The fee may be negotiated. The evaluation criteria shall be as follows:

1. **PROJECT APPROACH:** Factors to be considered include: clarity of description of approach; completeness of submitted proposal and thoroughness in addressing the required scope of services; demonstrated level of familiarity/experience with project tasks and issues; demonstrated ability to coordinate and collaborate with other local organizations on similar projects; and the demonstrated willingness and/or actual record of events conducted that reached out to all teens in the community other than those enrolled in their own programs or agencies.
2. **PROJECT LOCATION:** Factor to be considered is the demonstrated willingness and actual history of conducting teen events in a large community centers or facilities in an effort to reach the vast majority of teenagers in the community.
3. **PROJECT SCHEDULE:** Factors to be considered are the frequency and types of activities conducted, as well as the proposed (unduplicated) number of teens expected to benefit, and the proposed venues or locations the activities and events are anticipated to be held.
4. **EXPERIENCE/EXPERTISE OF FIRM AND PERSONNEL:** Factors to be considered include: fiscal and administrative capability; relevant project experience and organizational structure to meet program requirements. For example, demonstrated ability to effectively promote and advertise program activities/events and demonstrated ability to plan, organizing and conduct activities in a safe environment relevant to those mentioned in the “Scope of Services” section.
5. **PROJECT COST:** Factors to be considered include: rental of facilities, security, personnel costs, professional services, directly related to, entertainment, etc.

**EVALUATION CRITERIA FOR WRITTEN PROPOSAL
TEEN NIGHTS PROGRAM**

Organization: _____

CRITERIA	Weighted Value	Evaluation Points (1-5)	Total Points	Max. Score
Project Approach	20%			100
Project Location	25%			125
Project Schedule	15%			75
Experience/Expertise of Firm and Personnel	25%			125
Project Cost	15%			75
TOTAL:	100%			500

EVALUATION POINTS: 1 -- Lowest 5 -- Highest

Please do not minimize the importance of an adequate response in any area, which may be designated as carrying less weight than any other area.

EVALUATION COMMITTEE MEMBERS:

Victor Vigil, Carlos Ortega Teen Center or Representative
A. Terrie Rodriguez, Youth and Family Services Division or Representative
Edith Martinez, Community Services Department or Representative

The City reserves the right to alter the size and membership composition of the Evaluation Committee.

Signature of Evaluator _____

**EVALUATION CRITERIA FOR INTERVIEW
TEEN NIGHTS PROGRAM**

CRITERIA	Weighted Value	Evaluation Points (1-5)	Total Points	Max. Score
Project Approach	20%			100
Project Location	25%			125
Project Schedule	15%			75
Experience/Expertise of Firm and Personnel	25%			125
Project Cost	15%			75
TOTAL:				500

EVALUATION POINTS: 1 -- Lowest 5 -- Highest

Please do not minimize the importance of an adequate response in any area, which may be designated as carrying less weight than any other area.

EVALUATION COMMITTEE MEMBERS:

Victor Vigil, Carlos Ortega Teen Center or Representative
 A. Terrie Rodriguez, Youth and Family Services Division or Representative
 Edith Martinez, Community Services Department or Representative

The City reserves the right to alter the size and membership composition of the Evaluation Committee.

Interviews may be conducted at the option of the city. Award(s) may be made based on only the written evaluation.

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** An 8% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local preference precedence over state preference.** The local preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Physical location must be stated.** To qualify for the local preference, a business must have a location in Santa Fe County unless otherwise exempted. The business location on the form must be a physical location, street address and physical address. **Do not** use a post office box or other postal address.
4. **Owners or employees must be residents.** To qualify for this preference, if the business location is not in Santa Fe County, the bidder/proponent (i.e., the business, **not** the individual signing the form) must fall into at least one of the categories listed below.
 - A. The business is a partnership with residents of Santa Fe County owning a majority beneficial interest in the partnership.
 - B. The business is a sole proprietorship owned by a resident of Santa Fe County.
 - C. 5 or more of the businesses full-time current employees are residents of Santa Fe County.
5. **Subcontractors do not qualify.** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
6. **Definition.** The following definition applies to this preference.
 - The Santa Fe area includes the City of Santa Fe and Santa Fe County.
 - A resident of Santa Fe County is a person who occupies a dwelling in the county and who manifests an intent to maintain that dwelling on a permanent basis.

Additional Documentation. If requested a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM

BID/PROPOSAL NUMBER: '15/10 /P

IF APPLICABLE YOU MUST RETURN THIS FORM WITH YOUR BID OR PROPOSAL

Business Name: _____

Business License Number: _____ (Attach copy of business license.)

Business Location (In Santa Fe County:)

Address: _____

City: _____

Zip Code: _____

County: _____

Business Type:

- Corporation – Indicate state of incorporation _____
- Partnership – Indicate “general” or “limited” _____
- Sole proprietorship _____

Basis for preference (Check applicable box(s) if physical location of business is not in Santa Fe County.)

- The business is a partnership with residents of the Santa Fe County owning a majority beneficial interest in the partnership. (Attach a list of partners with names and addresses.)
- The business is a sole proprietorship owned by a resident of the Santa Fe County. (Attach name and address of owner.)
- 5 or more of the businesses full-time current employees are residents of the Santa Fe County. (Attach a list of employees and addresses.)

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____ Authorized Representative: _____

Print Name

Title: _____ Date: _____

Subscribed and sworn before me by _____ this _____, day of _____,

My commission expires: _____

Notary Public

SEAL

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS _____ DAY OF _____, 2012.

NOTARY PUBLIC

My Commission Expires:

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

A. Conduct dance events, bowling, "Dinner and a Movie Nights", and a Pep Rally at local schools for local teens. All events must be free of charge to the teen participants, including food and refreshments.

B. Provide adequate staffing and security at each of the events in order to ensure the safety of the teen participants.

C. Submit to the City of Santa Fe a narrative report for each event which must contain information regarding the type of event and activities held, the number of participating youth and the method of advertising utilized. Youth participant sign – in sheets must also be submitted with the narrative report for each event.

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 (\$_____), inclusive of applicable gross receipts taxes.

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, 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, then 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. 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:

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