



Deadline
October 23, 2015
5 PM MST

THE CITY OF SANTA FE
ARTS COMMISSION

City of Santa Fe Request for Qualifications #16/03/RFQ

City of Santa Fe Cultural Plan Consultant

The City of Santa Fe Arts Commission is seeking a contractor to research and develop a Cultural Plan for the City of Santa Fe. The community of Santa Fe has a 400 year history that contributes to the cultural, historic, artistic and creative atmosphere in which people desire to live, work and visit. The City of Santa Fe has a legacy of establishing forward-thinking public policies that identify, protect and preserve its history, archeology, arts and culture within the context of its diverse heritage. That history is both an important social asset as well as a framework that can be used to plan the future cultural direction of the City of Santa Fe. Emphasizing cultural activity that builds capacity in Santa Fe is essential in building both brand recognition as well as providing more opportunities for economic benefit, community engagement and growth in concert with preservation. With these factors in mind, the Santa Fe City Council passed Resolution No. 2015-63 in July 2015, directing the City of Santa Fe Arts Commission to develop a long-term cultural plan (Exhibit A).

The selected contractor will serve as a consultant to this process. The total contract amount available is \$30,000, inclusive of gross receipt taxes.

Qualifications/Expertise

The selected contractor will possess the following qualifications and expertise:

- A strong background in cultural planning work, including guiding community input processes as well as inventorying cultural assets.
- Work experience in the cultural and/or artistic fields that can inform a cultural planning process and demonstrated administrative experience.
- History of building and maintaining positive working relationships with the agencies, committees and constituents; written and oral communication skills.

Contract Amount and Requirements

Up to \$30,000, inclusive of taxes and licenses, may be available for this contract. Estimated effective dates of contract are November 1, 2015 through December 31, 2016.

The selected contractor/organization will be required to enter into a Professional Services Agreement with the City of Santa Fe (Exhibit B). In addition, contractor/organization must obtain any necessary city business license, New Mexico CRS number and insurances.

Scope of Services

Develop a long-term Cultural Plan for the City of Santa Fe. Services include:

- Complete an inventory of cultural assets and provide a comprehensive assessment of cultural needs.
- Working with the City, draft specific recommendations to support the current and long-term health of the cultural community, identifying ways the City of Santa Fe can support and develop its unique cultural brand. Recommendations should include specific timelines and cost estimates.
- In collaboration with the assigned City staff liaison, work with the established Cultural Affairs Working Group to complete the Cultural Plan.
- Identify and convene constituent and stakeholder meetings throughout the process. Groups shall include education, cultural industries, urban and community planning, economic development and entrepreneurship, nonprofit cultural institutions, historic preservation and other related fields.
- Present findings at meetings of the Arts Commission, City Council and other bodies as required.

Evaluation

All eligible proposals will be evaluated based on the following criteria:

- 25% Experience and knowledge in cultural planning; professional work experience and administrative expertise
- 25% Facilitation and relationship-building; communication skills, both oral and written
- 25% Feasibility of proposed approach and timeline for completing scope of work.
- 25% Fee proposal; feasibility of budget.

A committee consisting of members of the City of Santa Fe Arts Commission, the Cultural Affairs Working Group and the Director of the Arts Commission will evaluate all eligible proposals according to the criteria. Scores of the evaluation committee members will be totaled to determine the top rated firms.

Interviews may be conducted with one to three of the top-rated firms. The totaled scores of the evaluation committee members from the interview evaluations will determine the final top-rated firm, unless other tangible extenuating circumstances are documented.

Submittal Requirements

- One page cover letter summarizing the contractor's interest in the plan, experience and qualifications, and the proposed planning methodology.
- Maximum ten page written proposal addressing the following:
 - Proposed planning methodology.
 - Approach for addressing each area of the scope of services.
 - Summary of past experience implementing similar processes.
 - History of and plans for working with various constituent groups.
 - Specific deliverables and timelines.
- Resume/CV
- Fee proposal and payment schedule.
- Three professional references

Submission Information

All interested contractors/organizations must submit a final proposal by 5 PM MST on Friday, October 23, 2015. This is the deadline for the receipt, not the postmark. Late proposals will not be accepted.

One original copy may be mailed to: City of Santa Fe Arts Commission, ATTN: City of Santa Fe Cultural Plan RFQ, PO Box 909, Santa Fe, NM 87504-0909

For hand-delivery or 3rd party carriers (UPS, Fed-Ex, etc.): City of Santa Fe Arts Commission, ATTN: City of Santa Fe Cultural Plan RFQ, 201 West Marcy Street, Santa Fe, NM 87501

For more information contact

Debra Garcia y Griego
Director, City of Santa Fe Arts Commission
505.955.6707
degarcia@santafenm.gov

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:

A. Develop a long-term Cultural Plan for the City of Santa Fe as described in Exhibit "A" attached hereto and incorporated by reference in response to Request for Qualifications issued by the City on _____, 2015. Services include:

- (1) Complete an inventory of community cultural assets and provide a comprehensive assessment of cultural needs.
- (2) Working with the City, draft specific recommendations to support the current and long-term health of the cultural community, identifying ways the City of Santa Fe can support and develop its unique cultural brand. Recommendations should include specific timelines and cost estimates.
- (3) In collaboration with the assigned City staff liaison, work with the established Cultural Affairs Working Group to complete the Cultural Plan.
- (4) Identify and convene constituent and stakeholder meetings to throughout the process. Groups shall include education, cultural industries, urban and community planning, economic development and entrepreneurship, nonprofit cultural institutions, historic preservation and other related fields.

(5) Present findings at meetings of the Arts Commission, City Council and other bodies as required.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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 thirty thousand dollars (\$30,000), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered according to the payment schedule set forth in Exhibit "A" of this Agreement.

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 December 31, 2016 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 10 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) 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. 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:

BRIAN K. SNYDER, CITY MANAGER

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____
City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

MDM 10/15/15

KELLEY A. BRENNAN
CITY ATTORNEY

APPROVED:

OSCAR RODRIGUZ
FINANCE DIRECTOR

22103.510340 _____
Business Unit Line Item