THE CITY OF SANTA FE

ARTS COMMISSION

CITY OF SANTA FE

REQUEST FOR QUALIFICATIONS # '16/12/RFQ

Category B of Lodgers' Tax for the Arts
for projects taking place between July 1, 2016 and June 30, 2017

Application Deadline: June 28, 2016 5:00 PM MST

LODGERS' TAX FOR THE ARTS

Funding for this program is authorized by the City of Santa Fe Ordinance No. 1987-45, which earmarks a portion of the Lodgers' Tax for the "promotion and advertising of nonprofit attractions and nonprofit performing arts in Santa Fe." NMSA "Lodgers' Tax Act" (3-38-21) authorizes a municipality to use tax proceeds to defray costs of advertising, publicizing and promoting tourism attractions within the area. Therefore, **eligible organizations must play a role in promoting tourism and apply the funding received primarily towards the project's promotional, advertising and marketing costs**. All projects must take place between July 1, 2016 and June 30, 2017. Organizations may apply for funding through only one Arts Commission category.

ELIGIBILITY

Organizational Eligibility Potential applicants should carefully review the follow requirements to determine their eligibility. Applicant organizations must:

- Only Santa Fe-based organizations whose mission includes the arts will be funded.
- Be a federally recognized nonprofit with an IRS 501(c)3 status; OR a public agency (as defined in NMSA Section 11-1-1 or any county, state or education institution specified in Article 12, Section 11 of the NM Constitution).
- Have a State of New Mexico Incorporation Certificate as a domestic or foreign nonprofit corporation and be in good standing with the State.
- Organizations must have a current City of Santa Fe business registration number.
- Annual organizational operating budget under $500,000 during the most recently completed fiscal year.

City of Santa Fe-operated programs are not eligible. Organizations who do not meet the above requirements may apply through a fiscal agent. As an organization, the fiscal agent must meet all eligibility requirements.

Project Eligibility

- Projects must take place in the northern portion of Santa Fe county (i.e. Madrid/ Galisteo to northern boundary of county)
- Up to $10,000 request.
- Must support the presentation of artistic content to the public (i.e. performances, productions, exhibitions, art markets, fairs and festivals (i.e. indoor or outdoor community celebrations of the arts), and workshops or conferences); funds cannot support ancillary, non-arts programs.
- Contract amount must be dollar-for-dollar in any mix of cash or in-kind

What We Cannot Fund

The Arts Commission cannot fund certain projects and project elements.
These include: Demonstration and master classes; Scholarships and fellowships; Closed subscription series; Projects which are part of a post-secondary academic degree program; Awards (ribbons, trophies, prizes, etc.); Deficits and debt reduction (including finance charges, loan fees, etc.); Meals, catering, lodging or transportation; Capital expenses (including the purchase of equipment or real property, labor or materials costs for renovations, remodeling or new construction, etc.); Tuition assistance for college, university or other post-secondary formal course work; Fund-raising (events, personnel, merchandise, invitations, etc.)

In many instances, the larger project budget or organizational budget may include some of these elements; however, Arts Commission funds cannot be applied toward these costs.

SCOPE OF SERVICES

Organizations who receive contracts for funding shall provide the following services to the City:

- Advertise, publicize and promote Santa Fe as an arts center through presentation and production of the project described in the application.
- Promote and advertise nonprofit attractions and nonprofit performing arts in Santa Fe through the presentation and production of the project.
- Market and promote the project through media coverage and placements.
- Promote and market the City by utilizing the City's Arts Commission's logo and credit line on all printed promotional material related to the project.
- Encourage the cultural development of Santa Fe by maintaining high standards of artistic excellence as demonstrated by an ongoing series of performances, exhibitions and/or services.
- Demonstrate administrative competency through planning, quality programming and realistic budgeting.
- Provide a final report to the City providing statistical and demographic information about audience attendance and the results of the project.
- Provide a report to the City of the results of the advertising project.

CONTRACT AMOUNT AND REQUIREMENTS

Organizations may request up to $10,000 inclusive of GRT. The City reserves the right to award multiple contacts under this RFQ. Organizations receiving funding must comply with the following requirements. Potential applicants should carefully read through the requirements below to ensure they would be able to meet them if funded.

Matching Funds Organizations must match the contract amount dollar-for-dollar in cash. Funds from other City of Santa Fe sources cannot be used as a match for Arts Commission funds.

Credit Line and Logo All organizations funded by the Arts Commission must display the Arts Commission's credit line logo on all printed and digital publicity, promotional and program materials related to the project. Failure to include the logo can result in the termination of the contract and the revocation of funding.

Reporting Organizations will be required to provide statistical and demographic information about the project as well as qualitative assessment of the program. Ten percent of the total funding award will be withheld until acceptance of the final report by the Arts Commission. Organizations are required to submit reports online through CultureGrants at http://santafenm.culturegrants.org.

There are no exceptions to the reporting requirements. Failure to submit acceptable reports by the deadline will render an organization ineligible to apply for Arts Commission funding for a period of five (5) years from the due date of the report.

Evaluation Organizations will be asked to provide a limited number of performance/event tickets to the Arts Commission for the purpose of evaluation and/or familiarity with the project.

Financial Records Separate financial records related to the funded project must be maintained by the organization. These records must be kept on file during the contract period and for a minimum of three fiscal years after the end of the contract. They are subject to local, state, and federal audits at any time.

Payment Requests Payment is made after services are rendered. Partial payments may be requested. Staff reviews all requests before payments are made. Ten percent of the total contract amount is withheld until the project is completed and required reports have been submitted and approved.

EVALUATION AND CRITERIA

The Arts Commission staff reviews all applications for eligibility and completeness. Then a Review Panel consisting of Arts Commissioners will review all eligible applications. All reviewers' scores are added together and then divided by the number of reviewers scoring the application. This score is then multiplied by 10. A minimum combined score of 70 points is necessary to be considered for funding in any category. Receiving the minimum score does not guarantee receipt of funding. Using the scores and rankings as a guide, the Arts Commission makes funding recommendations. These recommendations are then forwarded to the appropriate bodies for approval. All awards are based on the availability of tax dollars and funding.

Criteria

All applications are reviewed based on an established set of criteria. The criteria are weighted equally, based on a scale of 1 (low) to 5 (high).

50% Evidence of potential attraction tourists

As demonstrated by:

- Estimated size, diversity and geographic location of the audience
- Feasible promotion and marketing plan; quality of marketing and promotional materials
- Strategic partnerships/collaborations to increase marketing/promotion reach
- Capacity to collect demographic information

50% Standards of artistic excellence and administrative capability

As demonstrated by:

- Quality of artistic samples submitted
- Ability to foster the creation, production, presentation and awareness of the arts in Santa Fe, including educational, outreach and/or economic benefits
- Qualifications/backgrounds of artistic & administrative personnel
- Accuracy of the application materials; realistic project budget; financial stability

SUBMITTAL REQUIREMENTS

All applications are completed online through http:/santafenm.culturegrants.org/. Please note that the Arts Commission is not responsible for compatibility issues due to operating systems, platforms, programs or program versions.

Online submittals include:

- Applicant Information
- Narrative
- Promotion/Marketing Plan
- Financial Information/Project Budget
- Support Material: Bios, Board List, IRS Exemption Letter, Incorporation Certificate, IRS Form 990, Artistic Samples, Other Samples

SCHEDULE

RFQ Issuance	June 3, 2016
Deadline	June 28, 2016 @ 5 PM via GoGrants
Review Meeting	July 27, 2016
Arts Commission Request for Approval	August 8, 2016
Contract Period	August 2016 t0 June 30, 2017

QUESTIONS

Please contact John Tennyson, Program Planner at 505-955-6707 or via email at jmtennyson@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. Advertise, publicize and promote Santa Fe as an arts center through presentation and production of the project described in Exhibit "A" attached hereto and incorporated by reference in response to RFQ #16/ /RFQ.

B. Promote and advertise nonprofit attractions and nonprofit performing arts in Santa Fe through the presentation and production of the project.

C. Market and promote the project through media coverage and placements.

D. Promote and market the City by utilizing the City's Arts Commission's logo and credit line on all printed promotional material related to the project.

E. Encourage the cultural development of Santa Fe by maintaining high standards of artistic excellence as demonstrated by an ongoing series of performances, exhibitions and/or services.

F. Demonstrate administrative competency through planning, quality programming and realistic budgeting.

G. Provide a final report to the City providing statistical and demographic information about audience attendance and the results of the project.

H. Provide a report to the City of the results of the advertising project.

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 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 June 30, 2017 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. MATCHING FUNDS

The Contractor may use the amount paid by the City pursuant to Article 3, herein, to meet matching requirements of federal or state government for the receipt of additional funds for those entities.

23. LOGO AND CREDIT LINE

A. The Contractor must include the City of Santa Fe Arts Commission logo on all printed publicity, promotion, and program materials applicable to this Agreement. In immediate proximity to the logo, the following credit line must be

clearly visible and readable: "Partially funded by the City of Santa Fe Arts Commission and the 1% Lodgers' Tax."

B. Failure to provide the appropriate credit line and use of logo can result in termination of this Agreement.

24. 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:

_____
BRIAN K. SNYDER, CITY MANAGER

DATE:_____

CONTRACTOR:

_____
NAME AND TITLE

DATE:_____

CRS#_____
City of Santa Fe Business
Registration # _____

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/25/16

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

22103. 561850

Business Unit Line Item