

**City of Santa Fe**  
**Youth and Family Services Division**

**Request for Proposals:**  
**Children and Youth Commission Funding**

**RFP # '16/26/P**

**PROPOSALS DUE:**  
**March 15<sup>th</sup>, 2016**  
**2:00 p.m.**

**PURCHASING OFFICE**  
(closed from 12:00 noon – 1:00 p.m.)  
**CITY OF SANTA FE**  
**2651 SIRINGO ROAD, BUILDING H**  
**SANTA FE, NEW MEXICO 87505**

February 2, 2016

Dear Children and Youth Applicants,

The City of Santa Fe and the Children and Youth Commission sincerely appreciate your services to enrich the lives of our children and improve our community. Your dedication to continually improve your programs and service to the community is what makes Santa Fe such a special place. I sincerely appreciate your efforts and look forward to receiving your proposal for FY 16-17.

The purpose of this letter is part of the process regarding the Request for Proposal (RFP) packet for Fiscal Year 2016-2017 for Children and Youth programs.

All agencies requesting City funding for Fiscal Year 2016-2017 must be certain to review and comply with all requirements of the RFP packet. Any requirements not complied with could delay or disqualify your agency from funding consideration. **Submit an original and one copy with all submittal requirements and seven (7) copies of your proposal without the submittal requirements.**

You may pick up a copy of this RFP at the Purchasing Office located at 2651 Siringo Road, Building H, anytime beginning February 15, 2016. The Purchasing Office is closed from 12:00 noon to 1:00 p.m. If you have any questions or need assistance with the RFP packet, please contact Chris Sanchez at 955-6603 or at [clsanchez@santafenm.gov](mailto:clsanchez@santafenm.gov).

Thank you,

**Chris L. Sanchez, Director  
Youth and Family Services Division**

February 2, 2016

Dear Children and Youth Applicants:

During the summer of 2015, the Children and Youth Commission underwent our annual strategic planning retreat. Among many items, the Commission's main focus was on revising the Children and Youth Commission Request for Proposal. We were successful with the revision and are happy to release the revised 2016 version of the Request for Proposal. The Commission continues to strategically focus their direction on end/results framework to ensure funding is having a direct impact on the overall wellbeing of our children and youth within our community.

In addition, the Commission is pleased to announce the implementation of the Data Project. The Commission has contracted a Data Consultant who is responsible for assisting the Commission's funded programs in aligning organizational outcomes and indicators to the Commission's. The goal of the Commission is to ensure that all grant funded agencies have an established system for capturing and reporting data and measuring the impact of programs and services.

Inevitably there will be questions about this Request for Proposal process. So it is particularly important that you attend the training session, Friday, March 1, 2016, from 3:30-5:00 at Market Station Office, 500 Market Street, Suite 200, Santa Fe, NM 87501. If you have questions in the interim, contact Chris Sanchez at 955-6603 or [clsanchez@santafenm.gov](mailto:clsanchez@santafenm.gov).

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

Sincerely,

Joanne Lefrak, Chair  
Children & Youth Commission

**REQUEST FOR PROPOSALS**

**PROPOSAL NUMBER #'16/26/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 2:00 p.m. local prevailing time, March 15<sup>th</sup>, 2016**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procurement of services for the following:

**CHILDREN AND YOUTH COMMISSION FUNDING**

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 or 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.

  
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Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 02/10/16  
To be published on: 02/15/16

Received by the Albuquerque Journal Newspaper on: 02/10/16  
To be published on: 02/15/16

## PROPOSAL SCHEDULE

### RFP # '16/26/P

1. Advertisement: February 15<sup>th</sup>, 2016
2. Issuance of RFP'S: February 15<sup>th</sup>, 2016
3. Technical Assistance Training:  
3:30 p.m. to 5:00 p.m.  
500 Market Station, Suite 200  
Santa Fe, NM 87501  
March 1<sup>st</sup>, 2016
4. Receipt of proposals: March 15<sup>th</sup>, 2016  
2:00 p.m. local prevailing time.  
Purchasing Office 2651  
Siringo Road Bldg., "H"  
Santa Fe, New Mexico  
87505 (505) 955-5711
5. Evaluation of proposals: March 21<sup>st</sup> – March 28<sup>th</sup>, 2016
6. Interviews: April 21<sup>st</sup> and 22<sup>nd</sup>, 2016
7. Recommendation of award  
to Finance Committee: May 16, 2016
8. Recommendation of award  
to City Council: May 25<sup>th</sup>, 2016
9. Prepare contracts for Fiscal Year 2016-2017 June 1, 2016
10. Beginning of Fiscal Year 2016-2017 July 1, 2016

**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 "City"), invites firms to submit one original and one copy with submittal requirements and seven copies of the proposal. Proposals will be received by the Purchasing Office until **2:00 p.m.** local prevailing time, on **March 15<sup>th</sup>, 2016.**

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

Proposal Number: '16/26/P  
Title of the Proposal: HUMAN SERVICES PROVIDERS  
Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing organization 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 signing the proposal.

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

### **3. ADDENDA AND INTERPRETATIONS**

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

Every request for such interpretations should be in writing addressed to Robert Rodarte, Purchasing Officer, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico, 87505 and to be given consideration must be received at least five (5) days prior to the date 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 receipt of the proposals. Failure of any proposing applicant to receive any such addenda or interpretation shall not relieve such applicant from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

**4. LAWS AND REGULATIONS**

The proposing organization'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**

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

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

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is available for review on the City's website, [www.santafenm.gov](http://www.santafenm.gov). The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

**7. RESIDENT AND LOCAL PREFERENCE**

**INTENT AND POLICY**

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

**8. PROTESTS AND RESOLUTIONS PROCEDURES**

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

## **SPECIAL CONDITIONS**

**1. GENERAL**

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

**2. ASSIGNMENT**

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

**3. VARIATION IN SCOPE OF WORK**

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

**4. DISCOUNTS**

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

**5. TAXES**

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

**6. INVOICING**

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

(B) Reimbursement requests must be submitted to the YOUTH AND FAMILY SERVICES DIVISION OF THE COMMUNITY SERVICES DEPARTMENT for review and NOT THE CITY PURCHASING OFFICER.

**7. METHOD OF PAYMENT**

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

**8. DEFAULT**

The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the contractor'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 without 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 vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the 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.

**9. NON-DISCRIMINATION**

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

**10. NON-COLLUSION**

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

**11. REPORTING REQUIREMENTS**

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

**12. AUDIT REQUIREMENTS**

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

**13. DRUG USE**

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

**14. SEXUAL CONDUCT**

In signing this proposal the proponent certifies that it does not discriminate on the basis of gender or sexual orientation. The proponent further certifies that a written policy outlines all consequences for any type of sexual harassment, regardless of gender or sexual orientation.

## **GENERAL INFORMATION**

### **Children and Youth Commission Funding:**

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

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

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

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

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

The Commission continues to strategically focus on Results-based Accountability and End/Results Framework with Community Indicators to ensure that funding is having a direct impact on the overall well-being of children and youth within the Community. Through this focused approach, the Commission continues to focus on the designated three priority funding categories: Early Care and Education for Children 0-5, Supplemental Education for School-Aged Children and Healthy Lifestyles. Additionally, the Commission has identified Key Indicators to measure the conditions of well-being and Desired Ends/Results to illustrate conditions of well-being. (Please refer to attached copy of Ends Framework with Indicators form). Funding for existing programs continues to be a priority, but new applicants may apply. The Commission's intent is to strategically align applicants with results-based outcomes for their service populations. By applicants aligning services and programs with the Commission's Ends Framework and Key Indicators, applicants will have the means to assess their overall impact within their service area. Additionally, applicants shall demonstrate their ability to carry out approved plans and track appropriate indicators. The ultimate goal is to track and compare data and outcomes with local, state and national statistics. Applicants will have more opportunities to collaborate and partner with service providers and school sites (if applicable). Applicants will still be expected to provide timely and accurate fiscal and narrative reports, to meet agreed upon deadlines and to meet the Children and Youth Commission's criteria listed in this Request for Proposals. Contracts are for one year, and may be extended for a second year, based on a review

of the performance in the first year by the Commission, the annual needs assessment findings and site visits. Applicants who are not currently funded through a City Children and Youth contract must identify their proposal as a New Request on the Signature Sheet. Applicants shall be limited to non-profit organizations that have been granted and currently hold tax exempt status under Section 501 (c) (3) of the Internal Revenue Code, to public schools, or to applicants whose programs are covered by a fiscal agent that meets these requirements.

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

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

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

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

**Fiscal Sponsorship:**

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

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

**RFP Training:**

RFP training will be conducted on Friday, March 1, 2016, 3:30-5:00pm.

**New Applicants:**

Contact Chris Sanchez, Youth and Family Services Division Director at 955-6603 or [clsanchez@ci.santa-fe.nm.us](mailto:clsanchez@ci.santa-fe.nm.us) , to discuss your proposed program if you are a new applicant or if you have any questions.

**FUNDING CATEGORIES FOR FISCAL YEAR 2016-2017:**

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

**(Cover Page)**

<b>City of Santa Fe Children &amp; Youth Proposal FY 2016-2017</b>	
Name of Nonprofit Organization:	
Name of Executive Director:	
Name of Board President:	
Name, Contact Information (Address, Phone, and Email) of Person Submitting Request (Fiscal Agent if appropriate):	
Amount Requested:	
Cost Per Participant (for CYC-funded program only):	
Program Name or Service being requested for Funding:	
Brief Program or Service Description:	
Proposed number of unduplicated participants:	
Ages of Program Participants (0-21):	
Check One:	<input type="radio"/> Previous Recipient <input type="radio"/> New Applicant
Funding Categories to be Addressed:      1.    2.    3. (See page 8 for Funding Category List)	
_____ Signature of Board President	_____ Date
_____ Signature of Executive Director	_____ Date
_____ Signature from Fiscal Agent	_____ Date

# Children and Youth Commission Ends Framework with Indicators

(Please select the category/program desired Results/Ends and circle Key Indicators)

## Categories

### Children Raised in Stable and Nurturing Families

#### Early Care and Education for Children 0-5

### Children Succeed in School

#### Supplemental Education for School-Age Children

### Youth Choose Healthy Behaviors

#### Healthy Lifestyles

#### Program desired Results/Ends:

Developing cognitively, emotionally and physically as they are raised by parents/adults who know how to nurture and stimulate them.

Physically healthy and developing.

Born to mothers who are healthy and not abusing substance:

Being raised by positive female and male influences.

Learning and thriving in school

Developing essential competencies and skills

Being cared for by an adult

Staying engaged in school

Engaged in after-school enrichment experiences.

Getting good jobs and/or going to college

Becoming leaders and citizens

Mentally and physically healthy

Exercising, healthy weight

Not abusing substances

No unwanted pregnancies

Living in a safe home/are safe from violence and crime

Attending school

Not engaged in illegal activities

Being supported and challenged to develop their strengths

#### Key Indicators:

##### Number and/or Percent:

- Low birth weight babies
- Pregnant women receiving prenatal care
- Children 0-4 years meeting social, emotional, cognitive, language and physical developmental milestones
- Substantiated child abuse and neglect cases per 1,000 for children under 5
- 4 year olds attending Pre-K
- Children who are ready for kindergarten

##### Number and/or Percent:

- School attendance rates/truancy
- Reading, math and science proficiency rates
- Graduation rate & dropout rates
- Participate in after-school activities which demonstrate improvement/growth (academic, social skills, etc.)
- % of youth who can identify a caring adult/caretaker
- Involvement in community services, apprenticeships or school activities who show growth in leadership or career preparation skills
- 16-18 year olds re-engaged to school for HS Diploma and/or alternative education pathway

##### Number and/or Percent:

- Suicide rates, depression rates
- Obesity rates
- Rate of abuse of substances
- Teen pregnancy rates
- Homeless rates
- Abuse and neglect rates
- Suspension rates/JJPO involvement
- School attendance rates
- Immunization rates, flu shots
- Engagement in enrichment activities which show growth & improvement in skills, attitudes or behaviors
- Youth arrest rate
- 18-21 year olds re-engaged to education, job and/or training

## PROPOSAL NARRATIVE

### 1. **Program Narrative (not to exceed three pages)**

Please clearly describe the following:

1. State the purpose, goals and objectives of the proposed program(s).
2. Include location(s), frequency, and type of services provided.
3. Describe how the proposed program will fulfill essential need(s) in our community. If possible, please use local/state data to demonstrate “need.”
4. Describe how the proposed project will address issues of income, age, race, ethnicity, culture, language, sexual orientation, disability, literacy, and/or gender in the population of focus.
5. Describe how the proposed program will meet the goals and objectives of the organization (what are the underlying assumptions about why the chosen program will produce the desired outcomes, i.e. “logic model”).

### 2. **Data Collection (not to exceed three pages):**

Please describe and/or illustrate the following:

1. Describe the plan for collecting data to evaluate the performance of the CYC-funded program.
2. Illustrate how the proposed program is effective with the population of focus.
3. Indicate how the organization will collect data that demonstrates the CYC-funded program is aligned to make a positive impact on specific CYC indicators.
4. Describe how the organization is reviewing local, statewide or national program-specific outcome data and comparing it with the organization’s program-specific outcome data.

### 3. **Collaboration (not to exceed three pages):**

1. Please explain in detail any collaboration with other organizations required to implement the proposed program. Please describe the processes of program planning (include MOUs if applicable), implementation, and any planned evaluation activities.
2. If possible, please demonstrate the effectiveness of the collaboration with performance measures/outcomes.

### 4. **Organizational Stability:**

Please describe and/or illustrate the following:

#### A. Governance:

1. List of the names, addresses and phone numbers of current Board members, and advisory board members, officers, committees, terms of office, and occupation. Describe how your Board reflects the diversity of the Santa Fe Community in terms of professional skills, experience and ethnic background.

#### B. Staff:

1. Please create or attach an organizational chart showing the administrative structure of your organization, including reporting relationships and all positions from program staff to administration. Include fiscal agent if applicable.
2. Additionally, provide a key list of staff positions for the project and outline the role, hourly wage, credentials, and relevant experience. **(Please use attachment D)**
3. If this is a school program, identify the public school staff person responsible for overseeing the program or site.

C. Fiscal:

1. Provide a detailed budget of the program being requested for funding **(Please use attachment A, B and C)**.
2. Provide a detailed budget from the previous year of this program.
3. Include a brief statement of how CYC funds will support the program.
4. Include a brief statement of plans for sustaining the program beyond the grant period.
5. Provide a current year to date financial statement of actual vs. budget income and expense, shortfall contingency plan, preparer/reviewer's competence.
6. Provide most recent audited financial statement and IRS 990 form.
7. Provide a list of corporations, foundations and other major sources of funding (committed, pending, and anticipated) with dollar amounts. Please indicate the percentage of total funding each source of revenue contributes.
8. Submit a current balance sheet outlining available liquid, debt level, and adequacy of net assets.
9. Please describe and include supporting documentation reflecting how staff and the Board promote timely and accurate reports.

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

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

**6. Submittal Requirements:**

A. **Official Documents:** Please ensure that the following documents are included into the **original and copy of the original proposal only**. (*Note: only include the Final Check-Off List to the original proposal that follows the proposal instructions.*)

1. All applicable licenses (current), including a copy of 2016 Business Registration Certificate for the City of Santa Fe. If not applicable, please provide a brief explanation.
2. Applicant's current general liability insurance certificate with binder naming the City as co-insured in accordance with the New Mexico Tort Claims Act (minimum one million dollars.) Worker's Compensation, Employers' Liability, and Professional Services Liability, if required.
3. New Mexico Incorporation Certificate or agreement that your agency operates under.
4. IRS Certificate for non-profit status, if applicable (501 (c) 3 letter).
5. EEO/ADA Certification signed by Board Chairperson.
6. NON-COLLUSION AFFIDAVIT must be signed and notarized.
7. Completion of Church/State Separation Certificate.

**CHILDREN AND YOUTH COMMISSION RFP ATTACHEMENTS:**  
City of Santa Fe Budget Forms

**(Attachment A)**

**LINE ITEM BUDGET CATEGORIES**  
**FY 2016-2017**

**1.0 PERSONNEL EXPENDITURES**

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

**2.0 CONTRACTUAL SERVICES**

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

**3.0 COMMODITIES**

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

**(Attachment B)**

Program Budget 2016-2017

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

**(Attachment C)**

Line Item Breakdown for proposed request:

Current recipients: work from the current budget in your contract

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



## PROPOSAL EVALUATION PROCESS

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

- Program "fit" with stated Children and Youth funding categories; services align with Commission's Ends Framework and Key Indicators;
- Degree to which proposal meets Children and Youth proposal criteria;
- Current and proposed program or organization involvement in community-wide collaborative activities (e.g., coalition membership, interagency project collaboration);
- Adherence to RFP requirements and completeness of proposal package;
- Proposed scope of services, including number of young people who will benefit, quality of program, cost per participant, and service categories: Early Child Care for Children 0-5; Supplemental Education for School-Aged Children; and Healthy Lifestyles;
- Assessment of sponsoring organization's ability to successfully carry out proposed program activities, including examination of staff qualifications, organizational structure, and board composition;
- General assessment of sponsoring organization's fiscal and administrative capability and past performance, including program record keeping and accountability.
- Serve a targeted proportion of low income children and youth in their City-supported programs. Low income is defined as 50% or below of median income, as shown by family size.

<b>Santa Fe, New Mexico:</b>	<b>INCOME LIMITS BY FAMILY SIZE FY 2015</b>							
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Low/moderate Income	\$34,950	\$39,950	\$44,950	\$49,900	\$53,900	\$57,900	\$61,900	\$65,900
Very Low Income	\$21,850	\$25,000	\$28,100	\$31,200	\$33,700	\$36,200	\$38,700	\$41,200

## **FINAL CHECK-LIST FOR PROPOSAL**

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

- One original and one copy of the original proposal to include Submittal Requirements (Official Documents 1 through 7).**
  
- Seven copies collated and clipped in the order listed below.**
  - Cover Page
  - Children and Youth Commission Ends Framework with Indicators
  - Proposal Narrative:
    - ✓ Program Narrative
    - ✓ Data Collection
    - ✓ Collaboration
    - ✓ Organizational Stability
    - ✓ If applicable, Additional criteria for programs operating in Public Schools

For uniformity in the proposal review process, please sequence your proposal in the above format. Those proposals not adequately addressing the submittal requirements may be considered non-responsive and may be excluded from the application process.

REQUEST FOR PROPOSALS ONLY  
CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

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

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

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

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

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

6. TERMINATION

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

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

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

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

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

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

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

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

8. CONFIDENTIALITY

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

approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. REPORTING REQUIREMENTS

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

23. NOTICES

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

City of Santa Fe:

Contractor:

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

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
CITY MANAGER  
or  
MAYOR

\_\_\_\_\_  
NAME AND TITLE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS# \_\_\_\_\_  
City of Santa Fe Business  
Registration # \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL,  
CITY CLERK

APPROVED AS TO FORM:

 1/29/16  
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR S. RODRIGUEZ, FINANCE DIRECTOR

\_\_\_\_\_  
Business Unit Line Item

**EXHIBIT "A"**

**Organization Name: 2016-17**

**1. SCOPE OF SERVICES**

**EXHIBIT "B"**

**Organization Name**

Total Children and Youth Fund Contract Amount for Fiscal Year 2016-17 **\$0.00**

**1.0 Personnel Expenditures**

\$0.00

**2.0 Contractual Services**

\$0.00

**3.0 Commodities**

\$0.00

SUB-TOTAL **\$0.00**

**GRAND-TOTAL \$0.00**

**EXHIBIT "C"**

**Organization Name**

1. Reporting Requirements

The Contractor shall provide the following documentation on a quarterly basis to the city:

- A. Quarterly Report including the following attachments:
  - 1. Cover page
  - 2. Demographics
  - 3. Income verification
  - 4. Questionnaire
  
- B. Quarterly Financial Report:
  - 1. Profit and Loss Statement
  
- C. Board of Directors Meeting Minutes:
  - 1. One meeting minutes per quarter.
  
- D. Due Dates of the Quarterly Reports:
  - October 15, 2016
  - January 15, 2017
  - April 15, 2017
  - Final Report – July 15, 2017