THE CITY OF SANTA FE

ARTS COMMISSION

REQUEST FOR QUALIFICATIONS

#17/02/RFQ

Community Arts Development

for projects taking place between October 1, 2016 and June 30, 2017

Closing Date: Friday, September 23, 2016, 5:00 PM, local prevailing time via http:/santafenm.culturegrants.org.

City of Santa Fe Arts Commission
201 West Marcy St
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APPLICATION SCHEDULE

1.	Issuance of RFQ	Friday, August 26, 2016
2.	Receipt of applications	**Friday, September 23, 2016** **5 PM MST via http:/santafenm.culturegrants.org**
3.	Grant review panel meeting	Monday, October 3, 2016
4.	Arts Commission award recommendations	Monday, October 10, 2016
5.	Recommendations of awards to the City Manager	October 2016
10.	Effective date of awards	October 1, 2016
11.	Completion of Contract	June 30, 2017

DATES OF CONSIDERATION BY PANELS, COMMITTEES AND CITY MANAGER ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

ELIGIBILITY

Organizations considering applying for funding for the first time are encouraged to contact the Arts Commission at (505) 955-6707 prior to submitting an application. Arts Commission staff is available to help ensure that both an organization and a project are eligible for funding, as well as to provide guidance regarding in which funding program to apply.

Organizational Eligibility

Potential applicants should carefully review the follow requirements to determine their eligibility:

- With rare exception, only Santa Fe-based organizations will be funded.
- Generally, only organizations with a mission that includes the arts will be funded.
- Projects must take place in the northern portion of Santa Fe county (i.e. Madrid/ Galisteo to northern boundary of county)
- Organizations must be a federally recognized nonprofit with an IRS 501(c)3 status; a public agency (as defined in NMSA Section 11-1-1 or any county, state or education institution specified in Article 12, Section 11of the NM Constitution.); or apply through a fiscal agent (See "Using a Fiscal Agent" below).
- Organizations must have a State of New Mexico Incorporation Certificate as a domestic or foreign nonprofit corporation and be in good standing with the New Mexico Public Regulation Commission (NMPRC).
- Organizations must have a current City of Santa Fe business registration number.
- City of Santa Fe-operated programs are not eligible.

Using a Fiscal Agent

An organization that does not have its nonprofit status and/or NMPRC Certificate may apply through a fiscal agent, provided the fiscal agent meets all the eligibility requirements. The fiscal agent becomes legally responsible for the completion of the project, submission of all reports, as well as receipt and proper management of Arts Commission funds.

The fiscal agent's role is strictly administrative; it is not a partner or collaborator in the programmatic or artistic content of the project. The donation of goods or services by the fiscal agent (such as in-kind space rental or administrative services) may be included as part of the applicant/fiscal agent relationship. In instances where the relationship between applicant and fiscal agent extends beyond these parameters, the eligible organization must submit the application for funding under its own name.

Project Eligibility

The intent of the City of Santa Fe Arts Commission's funding is to support the presentation of artistic content to the general public. We do not provide general operating funds or funding to support ancillary, non-arts-based programs. Examples of public presentations include performances, productions, exhibitions, art markets, fairs and festivals (i.e. indoor or outdoor community celebrations of the arts), and workshops or conferences. All public presentations must be open and accessible to the general public.

What Cannot Be Funded

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.

COMMUNITY ARTS DEVELOPMENT PROGRAM

The Community Arts Development program (CAD) funds community-based organizations and projects of high artistic quality that provide arts services to the local community, with an emphasis on projects that bring the community together to celebrate the diversity of artistic heritage. Education through the arts projects in schools and other settings are eligible to apply. Informal groups who would like to apply for funding are encouraged to do so utilizing the services of a fiscal agent. Funding requests are limited to $6,000 or less.

SCOPE OF SERVICES

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

- All required services to ensure the presentation and production of the projects as described in the application.
- Present opportunities for youth and/or other underserved population to benefit from the project by providing free or reduced access to the project as outline in the application and demonstrated by the documentation and reporting of audience statistical and demographic information, including minority participation in the project.
- Market and promote the City by utilizing the City's arts logo and credit line on all printed promotional material related to the project.
- Promote and market the project locally and regionally, and demonstrate evidence of attracting audiences through statistical and demographic information.
- 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.

FUNDING REQUIREMENTS

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.

<u>Matching Funds</u>
Organizations must match the contract amount dollar-for-dollar in any combination of cash or in-kind. Cash is defined as income generated through ticket sales, program advertising, budget allocations, fundraising, pledges, grants, miscellaneous contributions, memberships, etc. In-kind is defined as contributed goods or services of value that are necessary for the project and for which the organization would have had to pay if they were not contributed.

Credit Line and Logo
All organizations funded by the Arts Commission must display the Arts Commission's credit line logo on all printed 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 are required to submit reports as outlined in the City of Santa Fe Arts Commission's "Reporting Packet." Ten percent of the total funding award will be withheld until acceptance of the final report by the Arts Commission. There are no exceptions to the reporting requirements. Potential applicants may request a "Reporting Packet" to receive detailed information. 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. Organizations are required to submit reports online through CultureGrants at http://santafenm.culturegrants.org.

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 PROCESS

The City of Santa Fe does not pay for services until they are rendered. Partial payments may be requested during the contract period based on percentage of services that have been rendered. Staff reviews all request 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. Please allow 30 days for the processing of all approved payment requests.

TECHNICAL ASSISTANCE & QUESTIONS

Arts Commission staff is available throughout the application period to answer questions regarding the application and review process. Please direct your inquiries to: Debra Garcia y Griego, Director, degarcia@santa-fe.nm.us or by telephone at (505) 955-6707.

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 community impact

As demonstrated by:

- Potential of project to provide access to and participation in the creative life of our community for the intended audience
- Estimated size and diversity of the audience
- Feasible promotion and marketing plan to reach intended community; quality of marketing and promotional materials
- Strategic partnerships/collaborations to increase community reach

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:

- Application Information
- Narrative
- Promotion/Marketing Plan
- Financial Information/Project Budget
- Supporting Material: Bios, Board Lists, IRS Exemption Letter, Incorporation Certificate, Artistic Samples, Other Samples

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 October 1, 2016.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City :

A. All required services to ensure the presentation and production of the projects as described in the application.

B. Present opportunities for youth and/or other underserved population to benefit from the project by providing free or reduced access to the project as outline in the application and demonstrated by the documentation and reporting of audience statistical and demographic information, including minority participation in the project.

C. Market and promote the City by utilizing the City's arts logo and credit line on all printed promotional material related to the project.

D. Promote and market the project locally and regionally, and demonstrate evidence of attracting audiences through statistical and demographic information.

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

F. Provide a final report to the City providing statistical and demographic information about audience attendance and the results of the 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 ($), including 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 October 1, 2016 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 (ten) 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. 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:

_____ 8/23/16
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

_____
OSCAR RODRIGUEZ, FINANCE DIRECTOR

_____
Business Unit Line Item