



THE CITY OF SANTA FE
ARTS COMMISSION

Deadline is
August 11, 2014 @ 5 PM
This is a receipt deadline

Request for Qualifications

Arts Education Program

The City of Santa Fe Arts Commission is seeking a contractor/organization to provide a high-quality elementary-level arts education program within the Santa Fe Public Schools (SFPS). Through this contract, the Arts Commission wishes to encourage arts education that utilizes local arts resources, educates teachers and exposes children to art experiences in venues outside of the classroom. The program must utilize a specific, defined methodology. The program must be multi-disciplinary including the visual, performing, and literary arts. Contractors/organizations should use community arts resources—i.e. artists, arts organizations, etc.—to provide classroom instruction, training for artists, professional development opportunities for teachers, and direct arts experience through field trips. The successful contractor/organization will be solely responsible for program implementation.

The total contract amount available is \$30,000. Therefore, it is expected that the selected contractor/organization will raise the additional funds necessary for programming through private fundraising and grant-seeking.

Qualifications/Expertise

The contractor/organization must possess the following qualifications and expertise:

- A minimum of two years' experience implementing the proposed methodology in at least four SFPS elementary schools; and a minimum of two years' experience presenting professional development trainings based on the methodology for artists and SFPS elementary teachers.
- Artistic and administrative experience and sufficient education to ensure implementation of the project; successful history with public, private and foundation fundraising; qualified board/advisory group to provide program oversight; and past experience working with independent, outside evaluators to evaluate program outcomes, both qualitative and quantitative.
- History of building and maintaining positive working relationships with the administration, arts education coordinators, principals, teachers and other instructional employees of the SFPS; and an established network of connections with local museums, performance art venues and literary organizations.

Contract Amount and Requirements

Up to \$30,000 may be available for this contract. Effective dates of contract will be August 2014 through June 30, 2015.

The selected contractor/organization will be required to enter into a Professional Services Agreement with the City of Santa Fe (Exhibit A). In addition, contractor/organization must obtain a city business license, New Mexico CRS number and required insurance. Contractor/organization must also comply with any background checks or other requirements of the SFPS.

Scope of Services

The contractor/organization will provide the following services to the City during the contract period:

1. Present a multi-disciplinary (visual, performing and literary) arts education program for SFPS elementary school students and teachers based on specific arts education methodology. The program shall include:
 - i. Training for local professional artists in the visual, performing and literary arts sectors using the program methodology.
 - ii. Professional development opportunities for classroom teachers and instructional employees in the methodology by trained artists.
 - iii. In conjunction with classroom workshops by trained artists, provide opportunities for students to attend local exhibits, performances and other events. The contractor/organization will present a minimum of 100 classroom workshops and sponsor a minimum of 60 related class field trips.
2. Maintain positive working partnerships and collaborations with the SFPS, artists and arts organizations to ensure program stability and success.
3. Seek and obtain the additional financial resources necessary to implement the program including grant-seeking and private fundraising.
4. Make at least one informational presentation to members of the City of Santa Fe Arts Commission during the contract year. Work with the Arts Commission as mutually agreed upon, to present an exhibit for student work produced through the program. Include the current Arts Commission logo on all materials applicable to the program. In the immediate proximity of the logo, the following credit line must be clearly visible and readable: "Presented in partnership with the City of Santa Fe Arts Commission."

Evaluation

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

- 25% Experience and Knowledge: History of presenting methodology-based arts education in the SFPS; experience maintaining relationships with SFPS; and existing network within schools and community.
- 25% Artistic Quality: Qualifications of contractor/organization; strength of methodology; and evidence of past high-quality work.
- 25% Administrative Skills: Qualifications of contractor/organization and board/advisory group; fundraising/grant-seeking capacity; and communication skills.
- 25% Fee Proposal: Cost to City; return on investment; and feasibility of program budget.

A committee consisting of members of the City of Santa Fe Arts Commission's Arts Education Committee and the Director of the Arts Commission will evaluate all eligible proposals according to the criteria. Scores of the evaluation committee members will be totaled to determine the top rated firms.

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

Submittal Requirements

- One page cover letter summarizing the contractor's/organization's interest in the contract, experience and qualifications, and the proposed program methodology.
- Maximum five page written proposal addressing the following:
 - Proposed program and methodology.
 - Specific plans for artist trainings, professional development workshops, and classroom activities. Please include details regarding timeline of implementation; number of schools, teachers, and children to be served; number and type of arts activities to be included; and the organizations with which the contractor/organization may partner.
 - Summary of past experience implementing similar programs.
 - History of and plans for maintaining working relationships with all levels of the SFPS.
 - Summary of grant-seeking and fundraising plans, including examples prior successful fundraising.
- Up to three pages of brief bios of key administrative and artistic personnel including their respective qualifications and experience.
- A one page project budget.
- Three professional references in support of contractor's/organization's ability to implement the program.
- At least two audiovisual or printed samples demonstrating past program experience.

Submission Information

All interested contractors/organizations must submit a final proposal by 5 PM MST on Monday, August 11, 2014. This is the deadline for the receipt, not the postmark. Late proposals will not be accepted.

One original copy may be mailed to:

City of Santa Fe Arts Commission, PO Box 909, Santa Fe, NM 87504-0909 ATTN: Arts Education RFQ

For hand-delivery or 3rd party carriers (UPS, Fed-Ex, etc.):

City of Santa Fe Arts Commission, 201 West Marcy Street, Santa Fe, NM 87501

For more information contact

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

REQUEST FOR QUALIFICATIONS
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 retroactive to August 18, 2014.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Present a multi-disciplinary (visual, performing and literary arts) arts education program for Santa Fe Public Schools elementary school students and teachers based on a specific arts education methodology (the "Program") as outlined in Exhibit A of this Agreement. The program shall include:

i. Training for local professional visual, performing and literary artists in the program methodology to develop Program artists;

ii. Professional development opportunities for classroom teachers and instructional employees in the methodology utilizing Program artists;

iii. In conjunction with classroom workshops by Program Artists, provide opportunities for students to attend local exhibits, performances and other events. The

contractor/organization will present a minimum of 100 classroom workshops and sponsor a minimum of 60 related class field trips;

B. Maintain positive working partnerships and collaborations with the Santa Fe Public Schools, artists and arts organizations to ensure program stability and success.

C. Seek and obtain the additional financial resources necessary to implement the program including grant-seeking and private fundraising.

D. Present at least one informational presentation to members of the City of Santa Fe Arts Commission during the contract year. Work with the Arts Commission as mutually agreed upon, to present an exhibit for student work produced through the program. Include the current Arts Commission logo on all materials applicable to the program. In the immediate proximity of the logo, the following credit line must be clearly visible and readable: "Presented in partnership with the City of Santa Fe Arts Commission."

2. STANDARD OF PERFORMANCE; LICENSES

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

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable

professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed _____ dollars (\$ _____), inclusive of applicable gross receipts taxes.

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

C. Payment shall be made upon receipt and approval 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 retroactively effective to August 18, 2014 and terminate on June 30, 2015, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon ten (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.

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 contract.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et.

seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

Any notice 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:
Arts Commission
PO Box 909
Santa Fe, NM 87504-0909

Contractor:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

CITY OF SANTA FE:

CONTRACTOR:

BRIAN K. SNYDER, CITY MANAGER

NAME & TITLE

DATE: _____

DATE: _____

CRS # _____
City of Santa Fe
Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

FINANCE DIRECTOR

22819.510400

BUSINESS UNIT/LINE ITEM