

City of Santa Fe, New Mexico

memo

DATE: January 8, 2021

TO: Public Works Committee / Finance Committee / Governing Body

VIA: Regina A. Wheeler, Public Works Department Director *RAW*

FROM: Melissa A. McDonald, RLA, Acting Parks Division Director *MAM*

ACTION REQUESTED: Approval of Professional Services Contract with Santa Fe Conservation Trust for the development of a Safe Routes to School Program not to exceed \$293,406 funded by a Federal Transportation Alternative Program Grant. (MUNIS Contract #3202481)

BACKGROUND:

After receiving the Safe Routes to School Federal Transportation Alternatives Program Grant, the Parks Division and Santa Fe Metropolitan Planning Organization (MPO), issued RFP 21/09/P in early in 2020. The RFP resulted in several proposals being evaluated and scored. Santa Fe Conservation Trust was selected to provide the requested services. The term of the contract is three years beginning January 2021 and concluding in June 2023.

The Safe Routes to School Program (SRTS) will involve Santa Fe Public Schools, Santa Fe MPO and City of Santa Fe staff, stakeholders and the public. A Santa Fe Safe Routes to School Plan that will identify infrastructure improvements, policies and programs that support the safe multimodal passage of students, faculty and parents to and from regular and extracurricular school events will be developed in the first year, and the subsequent two years of the contract will be implementation of plan recommendations.

The plan and program will include recommendations for and development of:

- Recommendations for infrastructure improvements for safety within school properties and along public rights-of-way on routes to schools
- Walking, bicycling and public transportation incentive programs
- Training curriculum for faculty and administration to raise student awareness around safely walking, biking, using public transportation and being bussed to school
- Parent-focused safe-driving campaigns with drop-off and pick-up scenarios
- Enhancement of school zone signage and street striping delineation and practices involving crossing guards
- Pursuit of funding opportunities for infrastructure projects

The program is specifically focused on kindergarten through 8th grade facilities and with a social equity lens with particular emphasis on those schools bearing a disproportionate number of low- and moderate-income families. The project planning will benefit the greater Santa Fe community, including Santa Fe County that will be considered a key stakeholder as the program progresses.

This contract amount includes \$35,000 for stipends to teachers for SRTS educational activities which will be administered by the Contractor. The total grant award of \$343,406 which includes \$50,000 to reimburse MPO and City for staff time spent on this program.

BUDGET:

The budget of \$293,406 for this contract is a reimbursable federal grant in Org 1004150 and Object 510400. Since the contractor is a non-profit, NMGRF is not paid and therefore not included in the contract amount.

ATTACHMENTS:

1. City of Santa Fe Procurement Check List
2. Summary of Contracts
3. City of Santa Fe Professional Services Contract Approved As to Form
4. Certificate of Liability Form
5. RFP 21/09
6. RFP Evaluation Committee Report
7. NMDOT/City Executed Grant Agreement D18464



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Conservation Trust

Procurement Title: Professional Services Contract: Safe Routes to School Program: Parks Department

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☒ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Parks Staff Name Melissa McDondald

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP
<input type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:

Melissa McDondald, Parks Director 01/06/21

Department Rep Printed Name (attesting that all information included) Title Date


Fran Dineen (Jan 28, 2021 5:37 MST)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # MUNIS Contract #3202481

Contractor: Santa Fe Conservation Trust

Description: Professional Planning, Programing and Design Services for a Safe Routes to School Program for the City not to exceed \$293,006

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: Januar 1, 2021

Term End Date: June 30, 2023

☐ Approved by Council

Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council

Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

New Contract Parks Divison

3. **Procurement History:** Contract is a result of RFP#21/09/P City of Santa Fe Safe Routes to School Program


Fran D'Amico (Jan 28, 2021 15:37 MST)

Jan 28, 2021

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: _____

4. **Funding Source:** Federal Transportation Alternative Program

Org / Object: 1004150 510400


Alexis Lotero (Jan 28, 2021 15:14 MST)

Grant

Jan 28, 2021

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Melissa McDondald

Phone # 505.920.3312

Email: mamcdondald@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CONTRACT

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Santa Fe Conservation Trust** hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

Scope of Work.

The scope is for the development of a “sustainable Safe Routes to School Program for Kindergarten through 8th grade schools within the Santa Fe Public School District” including that of an established Program Coordinator for the duration of the grant, who shall provide oversight, leadership and general management of the program. The City of Santa Fe is fully responsible for the management of the reimbursable grant and it is expected that all work be coordinated with the City to be in full compliance with the federal grant requirements during the entirety of the grant related program.

The City is host to the Santa Fe Metropolitan Planning Organization (MPO) that includes three full time employees. The MPO plays a significant role in the development of a variety of regional transportation and transit plans that serve the metropolitan area. MPO staff will be providing planning services and technical support during two years of the program.

It is the intent of the City of Santa Fe to develop the building blocks of a sustainable SRTS program similar to the successful program developed in Las Cruces, New Mexico and in other communities in the country.

The Contractor shall perform the following work listed below and further detailed in the attached RFP 20/09/P Safe Routes to School proposal, schedule and cost estimates (revisions attached):

Scope of Services

The Contractor will provide technical support, coordination and documentation/plan formatting services in the context of the City’s procurement requirements and federal, state transportation planning requirements included in the FHWA’s Transportation Alternatives program, by assisting with development and integration of the following Safe Routes to School strategic goals and objectives:

Develop a sustainable Safe Routes to School program for Kindergarten through 8th grade schools within the Santa Fe Public School District that focuses on the core values of Safe Routes to School including education, encouragement, equity, engineering/ design, and evaluation. The program shall include but is not limited to the following:

1. an educational component that develops and/or utilizes engaging and age appropriate materials and curricula around pedestrian & bicycle safety, health and wellness benefits from walking and bicycling, the broad range of transportation choices available in the community, driver responsibility and awareness, and other relevant information to address specific local needs as identified;
2. an encouragement component that includes school specific Walk and Bike to School maps, regular activities and events, such as Walk and Roll to school day, Walking Wednesdays, Two-wheel Tuesdays, and other events and programs as developed by the individual schools, such as a Walking School Bus and/or Bicycle Train program, to incorporate SRTS into each school's unique culture;
3. an equity component to ensure underserved and vulnerable populations are engaged and empowered, and unique barriers that underserved populations face are identified, analyzed, and addressed;
4. an engineering component to evaluate walking and biking routes to schools and make recommendations to city traffic engineers and Santa Fe School District leadership for infrastructure projects to make the streets, sidewalks and walkways safe for students and the community;
5. an evaluation component to assess, review and analyze program effectiveness, monitor outcomes, conduct parent and student survey's, and employ the assistance (via stipends) of teachers and school administrators to assist in data gathering and monitoring of transportation patterns at each school; and
6. an enforcement component that is respectful to community values and public engagement so as to coordinate and facilitate traffic safety, relationship building with local law enforcement, crossing guards, school administrators and the general public.
7. Establish a local SRTS Team/Coalition to guide the development of the Action Plan and implementation strategies identified in the local SRTS Action Plan and program as a whole.
8. Develop a Santa Fe Safe Routes to School Action Plan within the first year. The Action plan shall, at a minimum include the following:
 - a) Safe Routes to School Program Overview including why the program is important and demonstrable benefits as evidenced from existing programs
 - b) Existing conditions inventory of the selected schools
 - i. Policies and Programs
 - ii. Arrivals and Departures
 - iii. Roadway infrastructure and any land use contributing factors within ½ mile of each school
 - iv. Base Maps
 - c) Public Engagement Initiatives (with consideration of safe COVID-19 practices)
 - d) Recommendations
 - i. Physical Improvements including School Improvement Maps
 - ii. Operational Measures
 - iii. Core Value Recommendations
 - e) Action Steps – Based on recommendations specific actional objectives with associated time frames and cost estimates
 - f) Resources and Recommendations: Throughout the project the team is asked to pursue any relevant and appropriate training opportunities for the program manager, local champions, and school representatives.

The selected Contractor will also:

1. Assist the City of Santa Fe and the MPO with the development of a refined scope of work that details an agreed upon strategy for the development of a Safe Routes to School Program. Please note the initial proposal and subsequent scope of work was developed pre-COVID-19 era. We recognize that substantive changes in public engagement, travel and training and other such project elements are going to require innovative, safe approaches. We look forward to working with a team to develop creative solutions and opportunities during this time.

2. Incorporate relevant existing public input data and recent public input efforts conducted by the City, Schools and MPO to inform additional public engagement efforts.
3. Incorporate any existing relevant planning initiatives that may leverage and inform SRTS planning and programing.
4. Assume additional expenditures outside of the consultant contract such as local stipends for SFPS staff and training expenditures for key stakeholders to be managed by the Safe Routes to School Coordinator or team and other items derived from the development of the Action Plan.

The plan will consider the general needs of the traveling public as well as the specific needs of particular sub- groups including, but not necessarily limited to, school bus operators and users, private motorists, transit users, businesses, students in Grades 9-12 and higher education, elderly people, and people with disabilities.

The plan will include a financial component that describes the costs, both capital and operating, of undertaking plan recommendations and will recommend implementation strategies and metrics for plan elements, including discussion of priorities, staffing levels, levels of service and timing issues.

2. Compensation.

MULTI-YEAR – A. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \$50,000 in FY21. **The total amount payable to the Contractor under this Agreement including expenses, \$50,000 in FY21.**

MULTI-YEAR – B. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \$160,000 in FY22. **The total amount payable to the Contractor under this Agreement, including expenses, \$160,000 in FY22.**

MULTI-YEAR – C. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \$83,006 in FY23. **The total amount payable to the Contractor under this Agreement, including expenses, \$83,006 in FY23.**

The total amount payable to the Contractor under this Agreement including expenses, is not to exceed \$293,006. 00.

B. Payment in FY21, FY22, and FY23 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2023** unless terminated pursuant to paragraph 4 (Termination),

or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, the contract term for this professional services contract, including extensions and renewals, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed

Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. 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.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. 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.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Erick Aune
Santa Fe MPO Officer
PO Box 909
Santa Fe, NM 87504

To the Contractor:
Sarah Noss, Executive Director
Santa Fe Conservation Trust
PO Box 23985
Santa Fe NM 87502

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

Santa Fe Conservation Trust

Sarah Noss
Sarah Noss, Executive Director

DATE: 12-21-20

CRS# 022 665 3300 1

Registration # 225663

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Dec 16, 2020 16:34 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

1004150.510400

Business Unit Line Item

AL
AL

COST RESPONSE FORM

Description	Type	Quantity	Cost per Item
Project Management	Hour	280	\$65.00
Strategic Implementation Plan	Hour	1310	\$65.00
Community Engagement	Hour	1310	\$65.00
Stakeholder Engagement	Hour	292	\$65.00
GIS/Mapping	Hour	341	\$88.00
Web Developments	Hour	57	\$88.00
Walk/Bike Route Evaluations	Hour	140	\$143.00
Other appropriate costs associated with scope/task implementation	Unit	1	\$30,482

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A (as amended by any current RFP amendments for the period specified).

Option Year 1: (03/01/2021 thru 06/30/2021) Price: \$50,000

Option Year 2: (07/01/2021 thru 06/30/2022) Price: \$160,000

Option Year 3: (07/01/2022 thru 06/30/2023) Price: \$83,006



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 400 Kiva Court Santa Fe NM 87505	CONTACT NAME: Violeta Pavon PHONE (A/C, No, Ext): 505-983-4353 FAX (A/C, No): 505-983-9145 E-MAIL ADDRESS: violeta_pavon@ajg.com
INSURED Santa Fe Conservation Trust PO box 23985 Santa Fe, NM 87502	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Acuity, A mutual Insurance Company INSURER C: Market North America Insurance Group INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1554034927**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	35352148 EUC	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ZC5726	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		79756714	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A	WC0196563-02	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Officers Liability		8145-6506	4/1/2020	4/1/2021	EACH CLAIM \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City of Santa Fe
200 Lincoln Ave
Santa Fe NM 87501
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**The City of Santa Fe
AND
Parks and Recreation**

REQUEST FOR PROPOSALS (RFP)

**City of Santa Fe Safe Routes to School Program: A Federal
Transportation Alternatives Program Grant Project**

RFP#
21/09/P

RFP Release Date: September 8th, 2020

Proposal Due Date: October 5th, 2020
ELECTRONIC-ONLY PROPOSAL SUBMISSION

I. INTRODUCTION.....	1
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	1
B. BACKGROUND INFORMATION.....	1
C. SCOPE OF PROCUREMENT.....	2
D. PROCUREMENT MANAGER.....	2
E. PROPOSAL SUBMISSION	2
F. DEFINITION OF TERMINOLOGY.....	2
G. PROCUREMENT LIBRARY	5
II. CONDITIONS GOVERNING THE PROCUREMENT	6
A. SEQUENCE OF EVENTS.....	6
B. EXPLANATION OF EVENTS	6
1. Issue RFP.....	6
2. Acknowledgement of Receipt Form.....	6
3. Pre-Proposal Conference	7
4. Deadline to Submit Written Questions	7
5. Response to Written Questions	7
6. Submission of Proposal.....	8
7. Proposal Evaluation.....	8
8. Selection of Finalists	8
9. Oral Presentations	8
10. Finalize Contractual Agreements.....	8
11. Contract Awards	9
12. Protest Deadline	9
C. GENERAL REQUIREMENTS.....	9
1. Acceptance of Conditions Governing the Procurement.....	9
2. Incurring Cost.....	9
3. Prime Contractor Responsibility	9
4. Subcontractors/Consent	10
5. Amended Proposals.....	10
6. Offeror's Rights to Withdraw Proposal.....	10
7. Proposal Offer Firm.....	10
8. Disclosure of Proposal Contents	10
9. No Obligation.....	11
10. Termination	11
11. Sufficient Appropriation.....	11
12. Legal Review.....	11
13. Governing Law.....	11
14. Basis for Proposal	11
15. Contract Terms and Conditions	11
16. Offeror's Terms and Conditions.....	12
17. Contract Deviations	12
18. Offeror Qualifications	12
19. Right to Waive Minor Irregularities.....	12
20. Change in Contractor Representatives	13
21. Notice of Penalties.....	13
22. Department Rights	13
23. Right to Publish.....	13
24. Ownership of Proposals	13
25. Confidentiality	13
26. Electronic mail address required	13
27. Use of Electronic Versions of this RFP.....	14

28.	<i>Campaign Contribution Disclosure Form</i>	14
29.	<i>Letter of Transmittal</i>	14
30.	<i>Disclosure Regarding Responsibility</i>	14
31.	<i>Local Preferences</i>	16
III.	RESPONSE FORMAT AND ORGANIZATION	17
A.	NUMBER OF RESPONSES	17
1.	<i>ELECTRONIC SUBMISSION ONLY Responses</i>	17
B.	PROPOSAL FORMAT	17
1.	<i>Proposal Content and Organization</i>	18
IV.	SPECIFICATIONS	19
A.	DETAILED SCOPE OF WORK	19
B.	TECHNICAL SPECIFICATIONS	20
1.	<i>Organizational Experience</i>	20
2.	<i>Organizational References</i>	21
3.	<i>Mandatory Specification</i>	21
4.	<i>Desirable Specification</i>	21
C.	BUSINESS SPECIFICATIONS	22
1.	<i>Letter of Transmittal Form</i>	22
2.	<i>Campaign Contribution Disclosure Form</i>	22
3.	<i>Cost</i>	22
V.	EVALUATION	22
A.	EVALUATION POINT SUMMARY	22
B.	EVALUATION FACTORS	23
1.	<i>B.1 Organizational Experience (See Table 1)</i>	23
2.	<i>B.2 Organizational References (See Table 1)</i>	23
3.	<i>B.3 Mandatory Specifications</i>	23
4.	<i>B.4 Desirable Specifications</i>	23
5.	<i>C.3 Letter of Transmittal (See Table 1)</i>	23
6.	<i>C.4 Campaign Contribution Disclosure Form (See Table 1)</i>	23
7.	<i>C.6 Cost (See Table 1)</i>	23
APPENDIX A		25
ACKNOWLEDGEMENT OF RECEIPT FORM		25
APPENDIX B		27
CAMPAIGN CONTRIBUTION DISCLOSURE FORM		27
APPENDIX C		30
DRAFT CONTRACT		30
CITY OF SANTA FE		30
APPENDIX D		40
COST RESPONSE FORM		40
APPENDIX E		41
APPENDIX G		42
NON-COLLUSION AFFIDAVIT		42
APPENDIX H		44

CONFLICT OF INTEREST	44
APPENDIX I	3
LIVING WAGE ORDINANCE.....	3

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of the development of a Safe Routes to School (SRTS) Program, specifically a consultant team and program coordinator via the Parks and Recreation Department in coordination with Santa Fe Public Schools and the Santa Fe Metropolitan Planning Organization

B. BACKGROUND INFORMATION

The City of Santa Fe's Parks and Recreation Department was awarded a generous Federal Highway Administration (FHWA) Transportation Alternative Program (TAP) grant in 2019. The TAP or TA Set-Aside is a reimbursable federal aid funding program for transportation-related community projects designed to strengthen the intermodal transportation system. The program aims to expand travel choice, strengthen the local economy, improve the quality of life, and protect the environment by supporting non-traditional projects linked to the transportation system. It is the mission of the Parks and Recreation Department to promote enhanced quality of life to its diverse community through sustainable opportunities by offering safe, healthy and accessible resources to parks, facilities and recreational services.

The application was developed in partnership with Santa Fe Public Schools, the Santa Fe Metropolitan Planning Organization and with collaborative support from Bike Santa Fe, a local non-profit supporting all facets of bicycling in Santa Fe. The Santa Fe Public Schools encompasses 18 elementary/community schools and 4 middle schools. Santa Fe Public Schools enjoy a "Green – Sustainability" Operations Department that includes a Sustainability Program Coordinator and Sustainability Program Specialist and is committed to supporting this program.

A formal grant agreement (attached herein) between the New Mexico Department of Transportation (NMDOT) and the City of Santa Fe (the City) was fully executed on April 24th, 2020 with City Council approval on March 3, 2020. On June 25th, 2020 the City received the "Notice to Proceed" letter from the NMDOT which authorizes the City to seek reimbursement from the NMDOT for the program which terminates on November 29, 2022. The total amount of the grant is \$343,406 which includes a local cash match of \$50,000. The City anticipates the project to commence on October 1st, 2020 and conclude no later than November 29, 2022.

The City invites you to respond to this "Request for Proposals" to hire a consulting team and program coordinator for the development of a "sustainable Safe Routes to School Program for Kindergarten through 8th grade schools within the Santa Fe Public School District" including an established Program Coordinator for the duration of the grant, who shall provide oversight, leadership and general management of the program. The City is fully responsible for the management of the reimbursable grant and it is expected that all work be coordinated with the City to be in full compliance with the federal grant requirements during the entirety of the grant related program. The City is host to the Santa Fe Metropolitan Planning Organization (MPO) that includes three full time employees. The MPO plays a significant role in the development of a variety of regional transportation and transit plans that serve the metropolitan area. MPO staff will be providing planning services and technical support during two years of the program. The MPO will work in coordination with the selected consultant team and Program Coordinator. It is anticipated that the MPO will commit a total of 1050 hours (Approximately \$50,400) from Oct. 1st 2020, to September 20th, 2022 to assist with the development of a successful program. We encourage proposers to include these hours within the proposal and plan on coordinating with MPO staff regarding the services they shall be providing. It is the intent of the City to develop

the building blocks of a sustainable SRTS program similar to the successful program developed in Las Cruces, New Mexico and in other communities in the country.

C. SCOPE OF PROCUREMENT

The scope of procurement will be conducted over approximately 2 and ½ years technical support, coordination and documentation/plan formatting services and federal, state transportation planning requirements included in the FHWA's Transportation Alternatives program, by assisting with development and integration of Safe Routes to School strategic goals and objectives as outlined in Section IV. A.

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

D. PROCUREMENT MANAGER

The Parks and Recreation Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Jennifer Romero, Procurement Manager
Telephone: (505) 955-4465
Email: jcromero@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to: purchasing@santafenm.gov.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. **“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this contract.

2. **“Award”** means the final execution of the contract document.
3. **“Business Hours”** means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. **“Central Purchasing Office”** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
5. **“Chief Procurement Officer”** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
6. **“City”** means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.
7. **“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
8. **“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
9. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
10. **“Contractor”** means any business having a contract with the City of Santa Fe.
11. **“Department”** means the Requesting Department sponsoring this Procurement.
12. **“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
13. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
14. **“Electronic Submission”** means a successful submittal of Offeror’s proposal.
15. **“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can only be emailed.
16. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
17. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

18. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
19. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
20. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
21. **“IT”** means Information Technology.
22. **“Mandatory”** – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
23. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
24. **“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
25. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
26. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to the City of Santa Fe, a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
27. **“Procurement Manager”** means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s) .
28. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
29. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
30. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
31. **“Requesting Department”** means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.
32. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service

facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

33. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
34. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City’s Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.
35. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
36. **“State (the State)”** means the State of New Mexico.
37. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
38. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
39. **“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

https://www.santafenm.gov/bids_rfps

Other relevant links:

Santa Fe Metropolitan Planning Organization www.santafemppo.org

NMDOT Transportation Alternatives Program

[https://www.dot.state.nm.us/content/nmdot/en/Planning.html#:~:text=The%20New%20Mexico%20Transportation%20Alternatives,Block%20Grant%20\(STBG\)%20Program.&text=Approximately%20every%20two%20years%2C%20NMDOT,MPOs%20on%20soliciting%20TAP%20applications.](https://www.dot.state.nm.us/content/nmdot/en/Planning.html#:~:text=The%20New%20Mexico%20Transportation%20Alternatives,Block%20Grant%20(STBG)%20Program.&text=Approximately%20every%20two%20years%2C%20NMDOT,MPOs%20on%20soliciting%20TAP%20applications.)

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	9/08/20
2. Acknowledgement of Receipt Form	Potential Offerors	9/18/20
3. Pre-Proposal Conference	Requesting Department	9/18/20
4. Deadline to submit Written Questions	Potential Offerors	9/20/20
5. Response to Written Questions	Procurement Manager	9/22/20
6. Submission of Proposal	Potential Offerors	10/05/20
7.* Proposal Evaluation	Evaluation Committee	10/06/20 to 10/09/20
8.* Selection of Finalists	Evaluation Committee	10/09/20
9.* Best and Final Offers	Finalist Offerors	10/12/20
10.* Oral Presentation(s)	Finalist Offerors	10/15/20
11.* Finalize Contractual Agreements	Requesting Department/Finalist Offerors	10/15/20 to 10/19/20
12.* Contract Awards	Requesting Department/ Finalist Offerors	10/20/20
13.* Protest Deadline	Central Purchasing Office	11/15/20

* Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of The City Parks and Recreation Department on August 28, 2020.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at Purchasing@santafenm.gov , to have their organization placed on the procurement Distribution List. The form must be returned to the Central Purchasing Office by 3:00 pm MST/ MDT on September 18, 2020.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 10 AM MST/MDT.

Join Zoom Meeting

<https://us02web.zoom.us/j/89680707226?pwd=bG1ocUZibW43dVR4UIBITGZpMG53Zz09>

Meeting ID: 896 8070 7226

Passcode: 976207

One tap mobile

+16699006833,,89680707226# US (San Jose)

+12532158782,,89680707226# US (Tacoma)

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 5:00PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:
https://www.santafenm.gov/bids_rfps

6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT Purchasing@santafenm.gov NO LATER THAN **3:00 PM** MST/MDT ON OCTOBER 5TH, 2020. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. Finalists will be comprised of the three (3) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.3 Mandatory Specification, Section IV. B.3 Desirable Specifications, Section IV.C3 Letter of Transmittal, Section IVC.4. Campaign Contribution Disclosure Form and Section IV.C.6 Cost.

9. Oral Presentations

Oral presentations will not be held.

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible

thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Fran Dunaway
Chief Procurement Officer
City of Santa Fe
fadunaway@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Department which may derive from this RFP. The Department entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from The Department awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Department or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates The City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the City of Santa Fe.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the Department and a contractor will follow the format specified by The City and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented,

and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of The City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to The City and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with The City. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between The City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.23. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed

to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The City reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of The City, adequately meeting the needs of The City.

21. Notice of Penalties

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. Department Rights

The Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from The City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of The City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without The City's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern.

Please refer to: https://www.santafenm.gov/bids_rfps

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

30. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty

thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

31. Local Preferences

The Local Preferences shall not apply because the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP. *NUMBER OF COPIES*

1. ELECTRONIC SUBMISSION ONLY Responses

Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.
 - i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files**:
 - One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2.a above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
 - One (1) **redacted** (def. Section I.F.27) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;
- b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

The ELECTRONIC proposal submission must be fully submitted to: purchasing@santafenm.gov by the submission deadline in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

B. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16)
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2**)
 - 1. Organizational Experience
 - 2. Organizational References
 - 3. Mandatory Specification
 - 4. Desirable Specification

Cost Proposal:

- 1. Completed Cost Response Form (APPENDIX D)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The selected consulting team will provide technical support, coordination and documentation/plan formatting services and federal, state transportation planning requirements included in the FHWA's Transportation Alternatives program, by assisting with development and integration of the following SRTS strategic goals and objectives:

- 1. Develop a sustainable SRTS program for Kindergarten through 8th grade schools within the Santa Fe Public School District that focuses on the core values of SRTS including education, encouragement, equity, engineering/design, and evaluation. The program shall include but is not limited to the following:**
 - A. an educational component that develops and/or utilizes engaging and age appropriate materials and curricula around pedestrian & bicycle safety, health and wellness benefits from walking and bicycling, the broad range of transportation choices available in the community, driver responsibility and awareness, and other relevant information to address specific local needs as identified;**
 - B. an encouragement component that includes school specific Walk and Bike to School maps, regular activities and events, such as Walk and Roll to school day, Walking Wednesdays, Two-wheel Tuesdays, and other events and programs as developed by the individual schools, such as a Walking School Bus and/or Bicycle Train program, to incorporate SRTS into each school's unique culture;**
 - C. an equity component to ensure underserved and vulnerable populations are engaged and empowered, and unique barriers that underserved populations face are identified, analyzed, and addressed;**
 - D. an engineering component to evaluate walking and biking routes to schools and make recommendations to city traffic engineers and Santa Fe School District leadership for infrastructure projects to make the streets, sidewalks and walkways safe for students and the community;**
 - E. an evaluation component to assess, review and analyze program effectiveness, monitor outcomes, conduct parent and student survey's, and employ the assistance (via stipends) of teachers and school administrators to assist in data gathering and monitoring of transportation patterns at each school; and**
 - F. an enforcement component that is respectful to community values and public engagement revelations so as to coordinate and facilitate traffic safety, relationship building with local law enforcement, crossing guards, school administrators and the general public.**
- 2. Establish a local SRTS Team/Coalition to guide the development of the Action Plan and implementation strategies identified in the local SRTS Action Plan and program as a whole.**
- 3. Develop a SRTS Action Plan within the first year. The Action plan shall, at a minimum include the following:**
 - A. SRTS Overview including why the program is important and demonstrate benefits as evidenced from existing programs**
 - B. Existing conditions inventory of select school, entry ways, parking lots, ingress, egress, surrounding roadway design, pedestrian and bicycle facilities and nearby pedestrian and bicycle facilities.**

- i. Policies and Programs
- ii. Arrivals and Departures
- iii. Roadway infrastructure and any land use contributing factors within ½ mile of each school
- iv. Base Maps

4. Public Engagement Initiatives (with consideration of safe COVID-19 practices)

A. Recommendations

Physical Improvements including School Improvement Maps

Operational Measures

Core Value Recommendations

B. Action Steps – Based on recommendations specific actional objectives with associated time frames and cost estimates

C. Resources and Recommendations

5. Pursue any relevant and appropriate training opportunities for the consulting team and program coordinator, local champions, and school representatives.

5. Assist the City and the MPO with the development of a refined scope of work that details an agreed upon strategy for the development of a Safe Routes to School Program. Please note the initial proposal and subsequent scope of work was developed pre-COVID-19 era. We recognize that substantive changes in public engagement, travel and training and other such project elements are going to require innovative, safe and approaches. We look forward to working with a team to develop creative solutions and opportunities during this time.

A. Incorporate relevant existing public input data and recent public input efforts conducted by the City, Schools and MPO to inform additional public engagement efforts.

B. Incorporate any existing relevant planning initiatives that may leverage and inform SRTS planning and programing.

C. Please note it is intended via the grant agreement with the City that there will be additional expenditures outside of the consultant contract such as local stipends for SFPS Staff and training expenditures for key stakeholders and other items and will be derived from the development of the Action Plan.

B. TECHNICAL SPECIFICATIONS

Consultants are encouraged to have general technical skills regarding planning and organizational development which may include but not limited to the use of electronic survey instruments, the use of advanced geographic information services, the development of web based documents, website creation and other such tools.

1. Organizational Experience

Offeror must:

- a) provide a brief description of relevant experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent

of their experience, expertise and knowledge as a provider of the development of a SRTS Program All SRTS services provided to private sector will also be considered;

- b) provide a brief resume/bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as any personnel identified in the proposal and having billable hours. Offeror must include key personnel education, work experience, and relevant/applicable certifications/licenses.
- c) describe at least two relevant project successes and failures of a plan or program that has similar elements as to a SRTS Program including the development of a plan to implement that program. Include how each experience improved the Offeror's services.

2. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last six (6) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

3. Mandatory Specification

- A. Please describe in detail how you intend to develop a SRTS plan and provide examples of past experiences developing similar plan.
- B. Please describe in detail how you intent to engage stakeholders and the community and provide examples of similar experiences
- C. Please describe in detail how you intend to utilize technical expertise such a GIS mapping, site assessments, web based tools and other electronic tools related to the scope;
- D. Please describe your team's commitment to a multi-year project of this nature.

4. Desirable Specification

- A. Please describe in detail any previous work with federally funded grants (If none, please describe your understanding of the requested scope as it related to federal funding requirements)
- B. Please describe in detail any previous work with public school institutions.
- C. Please describe in detail any pPrevious work with SRTS programs (If none, please describe your understanding of the elements of SRTS and your vision of how Santa Fe may develop such a sustainable program.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

3. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by hourly rates, materials needed, sub-consultant fees, and other costs related to implementing a successful project. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors <i>(Correspond to section IV.B and IV C)</i>	Points Available
B. Technical Specifications	
B. 1. Organizational Experience	100
B. 2. Organizational References	50
B. 3. Mandatory Specification	100
B. 4. Desirable Specification	100
C. Business Specifications	
C.1. Letter Of Transmittal	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C.3. Cost	50
TOTAL POINTS AVAILABLE	400

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes. Points will be awarded based on innovative approaches to solutions relevant to Safe Routes to School Programs or other such programs that have similar elements.

2. B.2 Organizational References (See Table 1)

Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. B.3 Mandatory Specifications

Points will be awarded based on a clear articulation of experience with the development of professional plans, community and stakeholder engagement, technical expertise as related to the scope; and a commitment to working through a multi-year project

4. B.4 Desirable Specifications

Points will be awarded based on a clear articulation of previous work with federally funded grants, previous work with public school institutions, previous work with Safe Routes to School issues

5. C.3 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

6. C.4 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

7. C.6 Cost (See Table 1)

The evaluation of each Offeror's cost proposal will be conducted recognizing this is a federally funded program with target funding amounts reviewed based on how the distribution of costs are reasonable to each proposed task.

EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL Safe Routes to School Program

20/09/P

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 5:00PM 9/07/20. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX H.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Central Purchasing

E-mail: Purchasing@santafenm.gov

Subject Line: Safe Routes to School Program RFP# 20/9/P

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services

provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by department)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C

DRAFT CONTRACT

The Agreement included in this Appendix C represents the contract/price agreement the City intends to use to make an award/awards. The City of Santa Fe reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **xxxx** hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

Scope of Work.

The scope is for the development of a “sustainable Safe Routes to School Program for Kindergarten through 8th grade schools within the Santa Fe Public School District” including that of and established Program Coordinator for the duration of the grant, who shall provide oversight, leadership and general management of the program. The City of Santa Fe is fully responsible for the management of the reimbursable grant and it is expected that all work be coordinated with the City to be in full compliance with the federal grant requirements during the entirety of the grant related program. The City is host to the Santa Fe Metropolitan Planning Organization (MPO) that includes three full time employees. The MPO plays a significant role in the development of a variety of regional transportation and transit plans that serve the metropolitan area. MPO staff will be providing planning services and technical support during two years of the program. The MPO will work in coordination with the selected consultant team and Program Coordinator. It is anticipated that the MPO will commit a total of 1050 hours (Approximately \$50,400) from Oct. 1st 2020, to September 20th, 2022 to assist with the development of a successful program. We encourage coordination with MPO staff regarding the services they shall be providing. It is the intent of the City of Santa Fe to develop the building blocks of a sustainable SFRTS program similar to the successful program developed in Las Cruces, New Mexico and in other communities in the Country.

The Contractor shall perform the following work listed below and further detailed in the attached RFP 20/09/P 2020-2030 Safe Routes to School proposal, schedule and cost estimates (revisions attached):

Scope of Services

The consultant(s) will provide technical support, coordination and documentation/plan formatting services in the context of the City’s procurement requirements and federal, state transportation planning requirements included in the FHWA’s Transportation Alternatives program, by assisting with development and integration of the following Safe Routes to School strategic goals and objectives:

Develop a sustainable Safe Routes to School program for Kindergarten through 8th grade schools within the Santa Fe Public School District that focuses on the core values of Safe Routes to School including education,

encouragement, equity, engineering/design, and evaluation. The program shall include but is not limited to the following:

1. an educational component that develops and/or utilizes engaging and age appropriate materials and curricula around pedestrian & bicycle safety, health and wellness benefits from walking and bicycling, the broad range of transportation choices available in the community, driver responsibility and awareness, and other relevant information to address specific local needs as identified;
2. an encouragement component that includes school specific Walk and Bike to School maps, regular activities and events, such as Walk and Roll to school day, Walking Wednesdays, Two-wheel Tuesdays, and other events and programs as developed by the individual schools, such as a Walking School Bus and/or Bicycle Train program, to incorporate SRTS into each school's unique culture;
3. an equity component to ensure underserved and vulnerable populations are engaged and empowered, and unique barriers that underserved populations face are identified, analyzed, and addressed;
4. an engineering component to evaluate walking and biking routes to schools and make recommendations to city traffic engineers and Santa Fe School District leadership for infrastructure projects to make the streets, sidewalks and walkways safe for students and the community;
5. an evaluation component to assess, review and analyze program effectiveness, monitor outcomes, conduct parent and student survey's, and employ the assistance (via stipends) of teachers and school administrators to assist in data gathering and monitoring of transportation patterns at each school; and
6. an enforcement component that is respectful to community values and public engagement revelations so as to coordinate and facilitate traffic safety, relationship building with local law enforcement, crossing guards, school administrators and the general public.
7. Establish a local SRTS Team/Coalition to guide the development of the Action Plan and implementation strategies identified in the local SRTS Action Plan and program as a whole.
8. Develop a Santa Fe Safe Routes to School Action Plan within the first year. The Action plan shall, at a minimum include the following:
 - a) Safe Routes to School Program Overview including why the program is important and demonstrable benefits as evidenced from existing programs
 - b) Existing conditions inventory of the selected schools
 - v. Policies and Programs
 - vi. Arrivals and Departures
 - vii. Roadway infrastructure and any land use contributing factors within ½ mile of each school
 - viii. Base Maps
 - c) Public Engagement Initiatives (with consideration of safe COVID-19 practices)
 - d) Recommendations
 - i. Physical Improvements including School Improvement Maps
 - ii. Operational Measures
 - iii. Core Value Recommendations
 - e) Action Steps – Based on recommendations specific actional objectives with associated time frames and cost estimates
 - f) Resources and Recommendations: Throughout the project the team is asked to pursue any relevant and appropriate training opportunities for the program manager, local champions, and school representatives.

The selected firm will also:

1. Assist the City of Santa Fe and the MPO with the development of a refined scope of work that details an agreed upon strategy for the development of a Safe Routes to School Program. Please note the initial proposal and subsequent scope of work was developed pre-COVID-19 era. We recognize

that substantive changes in public engagement, travel and training and other such project elements are going to require innovative, safe and approaches. We look forward to working with a team to develop creative solutions and opportunities during this time.

2. Incorporate relevant existing public input data and recent public input efforts conducted by the City, Schools and MPO to inform additional public engagement efforts.
3. Incorporate any existing relevant planning initiatives that may leverage and inform SRTS planning and programing.
4. Assume additional expenditures outside of the consultant contract such as local stipends for SFPS Staff and training expenditures for key stakeholders to be managed by the Safe Routes to School Coordinator or team and other items derived from the development of the Action Plan.

The plan will consider the general needs of the traveling public as well as the specific needs of particular sub-markets including, but not necessarily limited to, businesses, higher education students, K-12 school-aged children, elderly people, veterans, and people with disabilities. The plan will also consider people who do not currently use local public transportation. The plan will describe how non-users may be encouraged to become transit passengers by identifying what specific barriers or objections non-users have and how Santa Fe Trails might overcome those barriers or objections.

The plan will include a financial component that describes the costs, both capital and operating, of undertaking plan recommendations and will recommend implementation strategies and metrics for plan elements, including discussion of priorities, staffing levels, levels of service and timing issues.

2. Compensation.

MULTI-YEAR – A. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of xxx in FY20. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY20 totaling xxx shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, xxx in FY20.**

MULTI-YEAR – A (2).The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of xxx in FY21 The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY20 totaling xxxx shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, (xxx) in FY21.**

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, is not to exceed (xxx).

B. Payment in FY20 and FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made

by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, the contract term for this professional services contract, including extensions and renewals, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business

income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. 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.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit.
Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. 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.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. **Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. **Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

CITY MAYOR/MANAGER

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____

ATTEST:

Registration # _____

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 25, 2020 08:15 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item

APPENDIX D

COST RESPONSE FORM

Description	Type	Quantity	Cost per Item
Project Management			
Strategic Implementation Plan			
Community Engagement			
Stakeholder Engagement			
GIS/Mapping			
Web Developments			
Walk/Bike Route Evaluations			
Other appropriate costs associated with scope/task implementation			

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$_____

Option Year 2: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$_____

APPENDIX E

Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#:20/9/P

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- ☐ No subcontractors will be used in the performance of any resultant contract, OR
☐ The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____, 20_____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX G
NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____.

And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX H

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Project Manager each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the and known key personnel needs to describe the conflict.

The _____ agrees that, if after award, an organizational conflict of interest is discovered, the _____ makes an immediate and full written disclosure to the City that includes a description of the action that the _____ has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the _____ was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____, certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded "Safe Routes to School Program." For the duration of this firm's involvement in the contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the _____ contract.

I certify that this firm will keep all _____ contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the _____ contract. I understand

that if this firm leaves this contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

Authorized Representative/Title:

Phone Number:

Fax Number:

E-mail Address:

Signature:

Date:

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

APPENDIX I
LIVING WAGE ORDINANCE






City of Santa Fe Living Wage Ordinance







PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2019 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$11.80 PER HOUR

Santa Fe's Living Wage

-  The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
-  The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
-  All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

-  The City to all full-time permanent workers employed by the City;
-  Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
-  Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
-  Businesses required to have a business license or registration from the City; and
-  Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
-  For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
<http://www.santafenm.gov>
(Click on Hot Topics/Living Wage)

City of Santa Fe, New Mexico

memo

DATE: November 10, 2020

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

FROM: Melissa A. McDonald, Procurement Manager
Acting Parks Division Director

SUBJECT: Evaluation Committee Report, Safe Routes to School Program, RFP # 21/09/P

In accordance with the Request for Proposals for Safe Routes to School (SRTS) issued September 23, 2020, four (4) responses were submitted from the following Offerors: Alta Planning, Santa Fe Conservation Trust, Toole Design, Wilson and Co and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Elena Kayak, Santa Fe Public Schools

Zoe Isaacson, Public Works

Leah Yngve, Metropolitan Planning Organization Division

[Thomas M. Graham, Public Works

Hannah Burnham, Metropolitan Planning Organization Division

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- October 9, 2020: Evaluation Committee met to review Evaluation Committee duties and RFP process, and to discuss the review and score of the proposals.
- October 19, 2020: Evaluation Committee met to score the technical proposals.
- October 21, 2020: Evaluation Committee met to score the cost proposal and to finalize the recommendation of award.

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (100 Total Points)

	<u>Alta Planning</u>	<u>Santa Fe Conservation Trust</u>	<u>Toole Design</u>	<u>Wilson and Co</u>
<u>Offeror Points</u>	91.84	94.74	87.4	68.94

Organizational Experience

Specifications:

Offeror **must**:

- a) provide a brief description of relevant experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of the development of a SRTS Program All SRTS services provided to private sector will also be considered;
- b) provide a brief resume/bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as any personnel identified in the proposal and having billable hours. Offeror must include key personnel education, work experience, and relevant/applicable certifications/licenses.
- c) describe at least two relevant project successes and failures of a plan or program that has similar elements as to a SRTS Program including the development of a plan to implement that program. Include how each experience improved the Offeror's services.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes. Points will be awarded based on innovative approaches to solutions relevant to Safe Routes to School Programs or other such programs that have similar elements.

Alta Planning and Design

The Evaluation Committee awarded Alta Planning and Design 91.84 points based on the Offeror's response. Alta provides nationwide experience, established positive performance, and a measured success record with a variety of useful talents on team. They provide a variety of skills directly related to the SRTS program as well as an arts director, web manager and other supplemental, but vital members of the team.

Alta has a firm grasp on what is needed for digital communication and virtual outreach. They seem more than capable to traverse the new world of COVID and can accommodate our new-found dependence on virtual engagement. Seeing as a large component of a successful implementation of this program, graphic design and bilingual experience are a must.

Overall this firm would do an excellent job at the educational component and would also deliver in the engineering plan but there is concern about their engagement strategies, as much of it is virtual. Even in the time of COVID, which they did a good job addressing, this plan cannot rely solely on virtual engagement because it negates the equity component. Alta has a wow factor, lots of national notches and a proven track record perhaps too much on the engineering staffing. Amazing, solid proposal with large team of experts. Outstanding mapping skills, clear graphics, and colorful marketing.

Santa Fe Conservation Trust

The Evaluation Committee awarded Santa Fe Conservation Trust 94.74 points based on the Offeror's response. This proposal presented a very well thought-out analysis of the successes and failures of past projects including the lack of mapping expertise. Santa Fe Conservation Trust discussed how they plan to address this in the SRTS proposal. The proposal clearly demonstrates a variety of experience getting the community walking and biking.

As exhibited in this proposal, Santa Fe Conservation Trust has extensive experience in Santa Fe and understands, thoroughly, the issues, feasibility, hurdles and value of working in Santa Fe and with the diverse community that lives here. Tim Rogers provides in-depth experience with the SRTS program as evidenced by his involvement in the original SRTS handbook. Santa Fe Conservation Trust has developed a team of professionals that varies in experience and together provides the expertise and community connections to not only develop, but successfully implement a SRTS program in Santa Fe.

This group demonstrates that it will be successful in the encouragement, educational, and evaluation components of a successful SRTS program because they are already working on getting people from all ages in Santa Fe to walk, and has learned from the successes and failures of past projects. They are very aware of the map of Santa Fe, and infrastructure layouts necessary to direct their engineering subcontractor towards targeted recommendations for each of the focus schools. Their public engagement initiatives are exemplary in that they will provide specific actionable objectives, and would be knowledgeable about the time frames and costs for these. Santa Fe

Conservation Trust will seek to work with organizations such as La Familia Health Clinic to get the Spanish outreach support essential to this program. The fact that they are aware of this clinic and have established past relationships with a health clinic for outreach is valuable and innovative. Solid understanding of local bike/ped status, means that there is no learning curve, and they can hit the ground running. Santa Fe Conservation Trust has outstanding knowledge of connectivity issues for schools and understands the need to begin with small successes and build, starting with southside schools.

Toole Design

The Evaluation Committee awarded Toole Design 87.4 points based on the Offeror's response. Toole has nationwide experience, creative funding ideas which are valuable, and bicycle safety education by training physical education teachers is an innovative and good idea. Toole's proposal seemed heavily focused on their technical skills and not so much on their programmatic experience.

Toole demonstrated an understanding of the need for bilingual professionals working in Santa Fe, this showed a basic understanding of Santa Fe and issues of equity. They have nationwide experience and clearly demonstrated an understanding of the SRTS program and what is needed to implement it successfully. They had a strong capacity for graphic design and mapping). However, they did not receive a stellar critique from past partners and were not highly rated.

Wilson and Co

The Evaluation Committee awarded Wilson and Co 68.94 points based on the Offeror's response. Wilson demonstrated a strong technical presence and ability to work with state and local government. Wilson lacks the programmatic experience needed for SRTS program implementation; their proposal was too heavy on engineering and not strong enough on programming which is a more important component.

Although Wilson has worked in Santa Fe and has team members familiar with the SRTS program, their proposal was focused mainly on the engineering component of this work. The proposal conveyed they do not seem to understand the full scope of the project and what is required of a firm to successfully implement such a program in a long-term sustainable way.

While this firm would offer expert engineering, there are doubts about their public engagement experience, and the requirement to improve operations at a school, or address core values.

Section IV.B.2, Organizational References (50 Total Points)

	<u>Alta Planning</u>	<u>Santa Fe Conservation Trust</u>	<u>Toole Design</u>	<u>Wilson and Co</u>
<u>Offeror Points</u>	44.46	47	45.5	37.654

Organizational References

Specifications:

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last six (6) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

Evaluation Factors:

Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

Alta Planning and Design

The Evaluation Committee awarded Alta Planning and Design 44.46 points based on the Offeror's response. Alta Planning and Design demonstrated through their business references that they have a broad base of work products directly related to Safe Routes to School Programs nationwide. The minor concern noted by the committee the clients referenced were well established SRTS programs as opposed to developing start up programs.

Santa Fe Conservation Trust

The Evaluation Committee awarded Santa Fe Conservation Trust 47 points based on the Offeror's response. Santa Fe Conservation Trust scored well because they not only have business references that are relevant Safe Routes to School programming experience they articulated well the relationships needed to foster a sustainable program. Minor noted deficiencies by the committee suggested some references were not directly related to SRTS programs, but still relevant to the context of the program.

Toole Design

The Evaluation Committee awarded Toole Design 45.5 points based on the Offeror's response. Toole Design, like Alta via their business references demonstrated a broad base of experiences directly related to Safe Routes to School Programs nationwide. Noted minor deficiencies by the committee were that references were not as substantive in detail as could be to fully illustrate the projects relevance.

Wilson and Co

The Evaluation Committee awarded Wilson and Co 37.65 points based on the Offeror's response. Wilson and Co, while having some related experience with Safe Routes to School Programs did not demonstrate nearly the breath of experiences through their references.

Section IV.B.4, MANDATORY SPECIFICATIONS (100 Total Points)

	<u>Alta Planning</u>	<u>Santa Fe Conservation Trust</u>	<u>Toole Design</u>	<u>Wilson and Co</u>
<u>Offeror Points</u>	85.6	96.06	85.94	70.66

Mandatory Specifications

Specifications:

- A. Please describe in detail how you intend to develop a SRTS plan and provide examples of past experiences developing similar plan.
- B. Please describe in detail how you intent to engage stakeholders and the community and provide examples of similar experiences
- C. Please describe in detail how you intend to utilize technical expertise such a GIS mapping, site assessments, web based tools and other electronic tools related to the scope; Please describe your team's commitment to a multi-year project of this nature.

Evaluation Factors:

Points will be awarded based on a clear articulation of experience with the development of professional plans, community and stakeholder engagement, technical expertise as related to the scope; and a commitment to working through a multi-year project.

Alta Planning and Design

The Evaluation Committee awarded Alta Planning and Design 85.6 points based on the Offeror's response. Alta has a great deal of experience with school districts and planning with strong virtual engagement reference, but their program implementation strategy seems less clear.

Santa Fe Conservation Trust

The Evaluation Committee awarded Santa Fe Conservation Trust 96.06 points based on the Offeror's response. Santa Fe Conservation Trust has a clear commitment striving to promote outdoor education and environmental engagement. Bilingual staff is important and existing relationships will speed up the work in the relatively short time-frame. Fewer schools demonstrates the ability to fully engage each school.

Toole Design

The Evaluation Committee awarded Toole Design 85.94 points based on the Offeror's response. Toole demonstrates experience in developing SRTS programs and effective, innovative outreach planning. Though mandatory specifications were strong, points were deducted based on the

evaluation committee's concerns that the proposal was not flexible enough to accommodate the needs of the community of Santa Fe.

Wilson and Co.

The Evaluation Committee awarded Wilson and Co. 70.66 points based on the Offeror's response. Wilson and Co demonstrated strengths with their proposal as it relates to mandatory specifications regarding their strong engineering and technical experiences and expertise, but were weak regarding public engagement, stakeholder engagement and general planning.

Section IV.B.5, Desirable Specifications (100 Total Points)

	<u>Alta Planning</u>	<u>Santa Fe Conservation Trust</u>	<u>Toole Design</u>	<u>Wilson and Co</u>
<u>Offeror Points</u>	93.74	86.22	87	60.74

Specifications:

- A. Please describe in detail any previous work with federally funded grants (If none, please describe your understanding of the requested scope as it related to federal funding requirements)
- B. Please describe in detail any previous work with public school institutions.
- C. Please describe in detail any previous work with SRTS programs (If none, please describe your understanding of the elements of SRTS and your vision of how Santa Fe may develop such a sustainable program.

Evaluation Factors:

Points will be awarded based on a clear articulation of previous work with federally funded grants, previous work with public school institutions, previous work with Safe Routes to School issues.

Alta Planning and Design

The Evaluation Committee awarded Alta Planning and Design 93.74 points based on the Offeror's response. Alta established a variety of requested experience examples. But their ability to cater to schedules of school personnel for input seemed lacking and less robust.

Santa Fe Conservation Trust

The Evaluation Committee awarded Santa Fe Conservation Trust 86.26 points based on the Offeror's response. Santa Fe Conservation Trust's greatest positive is their previous track record and experience with Santa Fe Public Schools (SFPS). Concerns included the fact that some SRTS

experiences were dated and not as relevant and that they did reference equity, but did not address accessibility.

Toole Design

The Evaluation Committee awarded Toole Design 87 points based on the Offeror's response.

Toole Design was heavy on nationwide experience with diverse desirable experience but did not notice an accessibility reference addressed in the proposal and some desirable solutions presented were not as innovative.

Wilson and Company

The Evaluation Committee awarded Wilson and Co.60.74 points based on the Offeror's response. Though Wilson provided some mandatory specifications they lacked a breath of desirable specifications. Again, they were strong on engineering but not so much on diverse innovative approaches.

Section IV. C, Business Specifications

Section IV.C.1, Letter of Transmittal (Pass/Fail)

	<u>Alta Planning</u>	<u>Santa Fe Conservation Trust</u>	<u>Toole Design</u>	<u>Wilson and Co</u>
<u>Pass/Fail</u>	Pass	Pass	Pass	Pass

Specifications:

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	<u>Alta Planning</u>	<u>Santa Fe Conservation Trust</u>	<u>Toole Design</u>	<u>Wilson and Co</u>
<u>Pass/Fail</u>	Pass	Pass	Pass	Pass

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Costs (50Total Points)

	<u>Alta Planning</u>	<u>Santa Fe Conservation Trust</u>	<u>Toole Design</u>	<u>Wilson and Co</u>
<u>Offeror Points</u>	42	46	38	24

Specifications:

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by hourly rates, materials needed, sub-consultant fees, and other costs related to implementing a successful project. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted recognizing this is a federally funded program with target funding amounts reviewed based on how the distribution of costs are reasonable to each proposed task.

Alta Planning and Design

The Evaluation Committee awarded Alta Planning and Design 210 points based on the Offeror's response. GIS Mapping addressed in proposal. There is a good allocation of Program Implementation. However, adequate funding for public engagement appears to be lacking. Alta states they would hire local people in the proposal, but it's not in the budget, even though they

provided a detailed cost estimate. Alta did not include the cost for Online Input Map, though they showed an expense related to this and no hours related.

Santa Fe Conservation Trust

The Evaluation Committee awarded Santa Fe Conservation Trust 230 points based on the Offeror's response. Santa Fe Conservation Trust addresses Santa Fe MPO Staff Allocation. Large source of hours allocated to community and stakeholder engagement. Hourly rates are very reasonable which provides most hours to focus on the project. Lots of good things were represented in the cost proposal, some items could be rebalanced like more for school staff such as stipends and materials. They included expectations from the MPO indicating they have thought about where they would like to include MPO involvement. Though this wasn't mandatory, it indicates where they want to use the MPOs expertise and services. The fact that they have included the MPO to a high degree for "stakeholder" engagement is a good choice because it shows the commitment, they have in getting the city to commit and stay committed to these projects.

Santa Fe Conservation Trust's budget included a stipend for teachers and community leaders- this seems like an innovative and much appreciated use of funds

Toole Design

The Evaluation Committee awarded Toole Design 190 points based on the Offeror's response. Toole addresses Santa Fe MPO Staff Allocation and shows a good allocation of program Implementation. GIS Mapping was not addressed. Higher hourly rates allow less time for project focus.

Wilson and Company

The Evaluation Committee awarded Wilson and Co. 120 points based on the Offeror's response.

GIS Mapping was addressed in proposal. There is a good allocation of community and stakeholder engagement the fee shows the highest fee proposed (Option Year 1 and 2 the same). Wilson's cost proposal lacks detail and seems too low. This indicates that perhaps they do not fully understand the true scope of the project or level of effort required to successfully carry out such a program.

Section IV.C.4, NM Preferences

The Local Preferences shall not apply because the expenditures for this RFP includes federal funds.

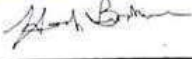
Safe Routes to School Program**RFP 21/09/P****Evaluation Summary**

	<u>Alta Planning</u>	<u>Santa Fe Conservation Trust</u>	<u>Toole Design</u>	<u>Wilson and Co</u>
Section IV.B 1. Technical Specifications Organizational Experience (100Points)	91.84	87.54	87.4	68.94
Section IV.B 2. Technical Specifications Organizational References (50Points)	44.46	47	45.5	37.65
Section IV.B 4. Technical Specifications Mandatory Specification (100 Points)	85.6	96.06	85.94	70.66
Section IV.B 5. Technical Specifications Desirable Specification (100 Points)	93.74	86.26	87	60.74
Section IV.C 1. Business Specifications Letter of Transmittal (Pass/Fail)	Pass	Pass	Pass	Pass
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	Pass	Pass	Pass	Pass
Section IV.C 3. Business Specifications Cost (50 Points)	42	46	38	24
TOTAL POINTS AWARDED	349.6	361.06	337.84	271.99

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding a contract to perform the scope of work as outlined in the Safe Routes to School Program RFP #21/09/P to the one (1) proposal receiving the highest scores along the natural point-break; Santa Fe Conservation Trust; subject to agreement between the City of Santa Fe and the selected Offeror. Awarding a contract to the recommended Offeror is in the best interest and is most advantageous to the City, and City clients.

Committee Signature Approval [Only Evaluation Committee, Procurement Manager and the Chief Procurement Officer sign the report. Add signature lines as necessary for additional Evaluation Committee names.]



Name

Evaluation Committee Member

11/10/20

Date



Name

Evaluation Committee Member

11/10/20

Date



Name

Evaluation Committee Member

11/10/20

Date



Name

Evaluation Committee Member

11/10/2020

Date



Name

Evaluation Committee Member

11/10/20

Date

Name

Procurement Manager


Date

Name

Procurement Manager

Date

Chief Procurement Officer Signature Approval


Fran Dunaway (Jan 28, 2021 15:37 MST)

Fran Dunaway
Chief Procurement Officer
City of Santa Fe

Jan 28, 2021

Date

ITEM # 20-0112

Contract No: 018464
Vendor No: 0000054360
Project No: S100670
Control No: S100670

GRANT AGREEMENT

This grant agreement (Agreement) is between the New Mexico Department of Transportation (**Department**) and the City of Santa Fe (**Grantee**). The Department and the Grantee hereafter (collectively referenced as, "the Parties"), agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following project: "Santa Fe Safe Routes to School Program," (the Project). The total Project cost is \$343,406. The local match shall be 14.56% and the Federal (reimbursable) share shall be 85.44%, as shown in Exhibit A.
2. **Scope of Work.** The Grantee shall perform the professional services stated in Exhibit A.
3. **Payment.** The Department will reimburse the Grantee after receipt of a reimbursement request with supporting documentation showing that expenses have been paid by the Grantee.
 - a. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to the Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the federal award noted in Section 1.
 - b. Reimbursement requests must be submitted at least quarterly (federal fiscal year) no later than twenty-five (25) days after the last day of the quarter. Each reimbursement request shall reflect the correct federal/local match ratio as applied to the total of costs incurred by the Grantee for the quarter, as noted in Section 1.
 - c. When the Grantee pays more than its share of the total for a particular period, it must be clearly noted in the reimbursement request, and the amount of overpayment (over-match) will not be applied to future reimbursement requests.
 - d. Requests shall be submitted using the cover sheet provided by the Department, shall be completed fully and correctly, and shall be signed by the Grantee's designated representative. Requests must certify that invoices accurately reflect work completed, amount due and remaining balance.

- e. The Department reserves the right to withhold reimbursement if any of the aforementioned requirements are not met.
 - f. The Grantee shall submit its final reimbursement request no later than thirty (30) days after termination of this Agreement.
 - g. If the Grantee fails to submit a reimbursement request for two contiguous quarters, the Grantee shall provide written justification for the lack of activity to the Department within fifteen (15) days of the end of the second contiguous quarter.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request pursuant to 2 CFR Section 200.333 and 1.21.2 NMAC. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) days of written notice.
5. **Officials Not to Benefit.** The Parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) days written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination.
7. **Appropriations.** The Grantee acknowledges that:

- a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
- b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
- c. the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. Compliance with Law. The Grantee, its employees, agents and contractors, shall comply with the following:

- a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
- b. all federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, (and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or handicap, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement. If the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation); and
- c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related regulations.

9. Notices. For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or email; and be addressed as follows:

to the Department at:

Maggie Moore
Urban and Regional Planner
New Mexico Department of Transportation
P.O. Box 1149

to the Grantee at:

Richard Thompson
Parks Division Director
City of Santa Fe
P.O. Box 909

Santa Fe, New Mexico 87504
(505)470-4705
Maggie.moore@state.nm.us

Santa Fe, NM 87504
(505)955-2105
rcthompson@santafenm.gov

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall confirm with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Tort Claims.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended. This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act.
12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.
14. **Term.** This Agreement takes effect upon signature of all Parties. If the Grantee does not deliver the signed Agreement to the Department within sixty (60) days of the Department's signature, the Agreement will be voidable by the Department. The Agreement terminates at 12:00 a.m. on September 30, 2022 unless earlier terminated as provided in Section 6 or Section 7.
15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this Agreement.
16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.
17. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.
18. **Scope of Agreement and Merger.** This Agreement constitutes the entire understanding

between the Parties with respect to the subject matter of the Agreement and supersedes all other agreements, whether written or oral, between the Parties, except that this Agreement does not supersede the Grantee's rights under any other grant Agreement.

19. **Disadvantaged Business Enterprise (DBE).** The following provision applies to a USDOT-assisted federally funded Agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

The remainder of this page is intentionally left blank.

Each party is signing this Agreement on the date stated opposite that party's signature.

Date: 4/24/20

DEPARTMENT OF TRANSPORTATION

By: [Signature]
Cabinet Secretary or Designee

City of Santa Fe

Date: 3/31/2020

By: [Signature]
Alan Webber, Mayor

City of Santa Fe Attest

Date: 3-5-20

By: [Signature]
Yolanda Y. Vigil, City Clerk
City of Santa Fe Approved

Date: _____

By: [Signature] 3/2/20
Mary McCoy, Finance Director

Approved as to form and legal sufficiency.

Date: 1/15/2020

By: [Signature]
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

Date: 1/16/20

By: [Signature]
City of Santa Fe
Senior Assistant City Attorney

SCOPE OF WORK AND BUDGET

1. Scope of Work. The Grantee shall complete and oversee the following activities for the Santa Fe Public Schools Safe Routes to School (SRTS) Program:

- (1) Hire, designate or employ a SRTS Program Manager to develop a sustainable SRTS program for Kindergarten through 8th grade schools within the Santa Fe Public School District that focuses on the 6 E's of Safe Routes to School (Education, Encouragement, Equity, Engineering, Evaluation, and Enforcement) and further enables students to safely walk or bicycle between home and school.
- (2) Develop a Santa Fe Safe Routes to School Action Plan.
- (3) Establish a local SRTS Team or Coalition to guide the development of the Action Plan and implement strategies identified in the local SRTS Action Plan and the program as a whole.
- (4) Pursue relevant and appropriate training opportunities for program manager, local champions or other school representatives.
- (5) Build a sustainable SRTS program to include elements of the 6 E's to include:
 - a) an educational component that develops and/or utilizes engaging and age appropriate materials and curricula around pedestrian & bicycle safety, health and wellness benefits from walking and bicycling, the broad range of transportation choices available in the community, driver responsibility and awareness, and other relevant information to address specific local needs as identified;
 - b) an encouragement component that includes school specific Walk and Bike to School maps, regular activities and events, such as Walk and Roll to school day, Walking Wednesdays, Two-wheel Tuesdays, and other events and programs as developed by the individual schools, such as a Walking School Bus and/or Bicycle Train program, to incorporate SRTS into each school's unique culture;
 - c) an equity component to ensure underserved and vulnerable populations are engaged and empowered, and unique barriers that underserved populations face are identified, analyzed, and addressed;
 - d) an engineering component to evaluate walking and biking routes to schools and make recommendations to city traffic engineers and Santa Fe School District leadership for infrastructure projects to make the streets, sidewalks and walkways safe for students and the community;
 - e) an evaluation component to assess, review and analyze program

effectiveness, monitor outcomes, conduct parent and student survey's, and employ the assistance (via stipends) of teachers and school administrators to assist in data gathering and monitoring of transportation patterns at each school; and

- f) an enforcement component to coordinate and facilitate traffic safety enforcement efforts with local law enforcement, crossing guards, school administrators and the general public.

2. Budget

General Budget	Amount
Federal Funding	\$293,406
Local Match	\$50,000
Project Total	\$343,406
Santa Fe Safe Routes to School Budget Items	Amount
SRTS Coordinator (Salary and Benefits 4 years)	\$217,350
Grant Administration	\$6,440
Safe Routes to School Action Plan	\$50,000
Evaluation, Equity and Enforcement	\$25,616
Local Champion stipends for SFPS Staff	\$18,000
Education & Encouragement	\$20,000
Travel and Trainings	\$6,000
Project Total	\$343,406











GB PWD SF CONSERVATION TRUST SAFE ROUTES

Final Audit Report

2021-01-28

Created:	2021-01-12
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5gKVz8pWfiXmDkk5ie729ubNNSB35PeT

"GB PWD SF CONSERVATION TRUST SAFE ROUTES" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-01-12 - 6:03:42 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-01-12 - 6:10:30 PM GMT
-  Email sent to Jimmy Tapia (jptapia@ci.santa-fe.nm.us) bounced and could not be delivered
2021-01-12 - 6:11:26 PM GMT
-  Email sent to rawheeler@santafenm.gov bounced and could not be delivered
2021-01-12 - 6:11:36 PM GMT
-  Email sent to amanda archuleta (ajarchuleta@santafenm.gov) bounced and could not be delivered
2021-01-12 - 6:11:36 PM GMT
-  Email sent to mamcdonald@santafenm.gov bounced and could not be delivered
2021-01-12 - 6:11:46 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-01-21 - 9:32:25 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-01-28 - 10:14:59 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-01-28 - 10:15:07 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-01-28 - 10:16:04 PM GMT- IP address: 104.47.64.254



Email sent to Jimmy Tapia (jptapia@ci.santa-fe.nm.us) bounced and could not be delivered

2021-01-28 - 10:16:16 PM GMT



Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)

Signature Date: 2021-01-28 - 10:37:00 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2021-01-28 - 10:37:00 PM GMT