



# City of Santa Fe, New Mexico


## Memorandum



**DATE:** July 17, 2020

**TO:** Jarel LaPan Hill, City Manager

**VIA:** Mary McCoy, Finance Department Director  
Fran Dunaway, Chief Procurement Officer

**FROM:**   
Kyra Ochoa, Community Services Department Director

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### ITEM AND ISSUE:

Request for the Approval of the Children & Youth Commission Amendment #2 in the amount of \$60,000 and the Human Services Committee Amendment #3 in the amount of \$29,000 for FY2021 to Aspen Solutions LLC.

### BACKGROUND AND SUMMARY:

Aspen Solutions serves as the data consultant for the Children and Youth Commission (CYC) and the Human Services Committee (HSC).

Aspen supports CYC and HSC grantees and the CONNECT network. Aspen is familiar with agencies' overall organization and mission, their current data collection processes and tools, and capacity to manage and use data, helping grantees identify what outcomes their agency desires to see. Second, they relied on best practice to meet with each agency face-to-face for an initial meeting, draft performance measures, and support their data collection and reporting processes.

Their role is to provide tailored evaluation services to each grantee. Many of the local agencies cannot afford a local evaluator as best practice indicates that 10%-20% of the overall funding amount be spent on evaluation. The data development project, and the use of the Unite Us platform to gather data in the CONNECT network is an innovative and progressive approach for a City to undertake, and Aspen's guiding principles of participatory evaluation, results-based accountability, developmental and utilization-focused evaluation require time and familiarity with the agencies and the specific programs they are implementing.

Amendments in the amount of \$60,000 to Aspen's CYC-funded contract and \$29,000 to their HSC-funded contract will allow them provide the same level of assistance to all grantees, and to support the Community Services Department's ability to assure maximum accountability and impact of the use of these funds to support safety net services and navigation.

Per the Finance Department's communication that Community Services budget will be at the same levels in these funds in FY21 as we were in FY20, sufficient budget exists in both Munis Org Codes (2560122 and 2400122) to support the increases.

### PROCUREMENT METHOD:

These amendments are extensions of the CYC RFQ 19/02 dated September 3, 2018 and the HSC RFP 17/20/P dated November 4, 2016.

### CONTRACT NUMBER:

The FY20 Munis contract numbers are 3200864 for CYC and 3200861 for HSC.



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3200861

Contractor: ASPEN SOLUTIONS LLC

Description: Human Services Committee recommended services.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☒

Term Start Date: 07/01/2017

Term End Date: 06/30/2018

☒ Approved by Council

Date: 05/25/2017

**Contract / Lease: 17-0590**

Amendment # 3 to the Original Contract / Lease # 17-0590

Increase/(Decrease) Amount \$ 29,000.00

Extend Termination Date to: 06/30/2021

☐ Approved by Council

Date: \_\_\_\_\_

**Amendment is for: Extension of services per Human Services Committee request.**

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

**Original Contract (#17-0590) for \$29,000.00 expired 06/30/2018.**

**Amendment #1 (#18-0882) for additional \$29,000.00 extended to 06/30/2019.**

**Amendment #2 (#19-0827) for additional \$29,000.00 extended to 06/30/2020.**

3. **Procurement History: RFP #17/20/P, November 4, 2016.**

*Fran Dunaway*  
Fran Dunaway (Aug 28, 2020 13:49 MDT)

Purchasing Officer Review:

Comment & Exceptions: no comment

Aug 28, 2020

Date:

4. **Funding Source: Fund 240 - Community Development**

*Alexis Lotero*  
Alexis Lotero (Aug 28, 2020 13:44 MDT)

Budget Officer Approval:

Comment & Exceptions: \_\_\_\_\_

**Org / Object: 2400122.510400**

Aug 28, 2020

Date:

**Staff Contact who completed this form: Kent DeYoung** Phone # 955-6568

Email: kddeyoung@santafenm.gov

**To be recorded by City Clerk:**

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: ASPEN SOLUTIONS LLC

Procurement Title: Human Services Commission Amendment #3

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 Community Services Staff Name Kyra Ochoa

### 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 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 type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>	All documentation presented to Committees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: <u>City of Santa Fe Business Registration #224709</u>

Kent DeYoung \_\_\_\_\_ Administrative Manager 07/17/2020

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



Fran Dunaway (Aug 29, 2020 13:49 MDT)

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 any resulting contract.

# **City of Santa Fe**

**Youth and Family Services Division**

**Request for Proposals:  
Human Services Commission  
Data Development Project**

**RFP # '17/20/P**

**PROPOSALS DUE:  
November 4<sup>th</sup>, 2016  
2:00 p.m.**

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

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### Attachments:

1. Instructions Relating to Local Preference Certification Form
2. Local Preference Certification Form
3. Resident Veterans Preference Form
4. Sample Contract
5. Minimum Wage Ordinance

## REQUEST FOR PROPOSALS

**PROPOSAL NUMBER #'17/20/P**

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, November 4, 2016.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

### **HUMAN SERVICES COMMISSION FUNDING DATA DEVELOPMENT PROJECT**

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.

  
\_\_\_\_\_  
Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 09/30/16

To be published on: 10/05/16

Received by the Albuquerque Journal Newspaper on: 09/30/16

To be published on: 10/05/16

## **PROPOSAL SCHEDULE**

### **RFP # '17/20/P**

- |    |  |   |
|----|--|---|
| 1. | Advertisement:                                   | October 5 <sup>th</sup> , 2016  |
| 2. | Issuance of RFP'S:                               | October 5 <sup>th</sup> , 2016  |
| 3. | Receipt of proposals:                            | November 4 <sup>th</sup> , 2016 at<br>2:00 p.m. local prevailing time.<br>Purchasing Office 2651<br>Siringo Road Bldg., "H"<br>Santa Fe, New Mexico<br>87505 (505) 955-5711 |
| 4. | Evaluation of proposals:                         | November 8 <sup>th</sup> – November 10 <sup>th</sup> , 2016   |
| 5. | Interviews:                                      | November 14 <sup>th</sup> and 15 <sup>th</sup> , 2016   |
| 6. | Recommendation of award<br>to Finance Committee: | December 5 <sup>th</sup> , 2016   |
| 7. | Recommendation of award<br>to City Council:      | December 14 <sup>th</sup> , 2016  |

**DATES FOR CONSIDERATION BY FINANCE COMMITTEES AND CITY COUNCIL  
ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.**

## **INFORMATION FOR PROPONENTS**

### **1. RECEIPT OF PROPOSALS**

The City of Santa Fe (herein called "City"), invites firms to submit two copies of the proposal. Proposals will be received by the Purchasing Office, until **2:00 p.m.** local prevailing time, on **November 4<sup>th</sup>, 2016.**

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

Proposal Number: '17/20/P

Title of the Proposal: **HUMAN SERVICES COMMISSION FUNDING  
DATA DEVELOPMENT PROJECT**

Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing organization may withdraw a proposal within 60 days after the actual date of the opening thereof.

### **2. PREPARATION OF PROPOSALS**

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

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

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

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

Every request for such interpretation should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given consideration



must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

**4. LAWS AND REGULATIONS**

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

**5. METHOD OF AWARD**

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

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

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

**7. RESIDENT AND LOCAL PREFERENCE**

**INTENT AND POLICY**

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within

the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue Department.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

#### NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

#### APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The preference for proposals shall be 1.10 for local.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix E.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business preference.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposal are received from proponents in

the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must

be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

## **8. PROTESTS AND RESOLUTIONS PROCEDURES**

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

## **SPECIAL CONDITIONS**

**1. GENERAL**

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

**2. ASSIGNMENT**

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

**3. VARIATION IN SCOPE OF WORK**

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

**4. DISCOUNTS**

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

**5. TAXES**

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

**6. INVOICING**

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

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

**7. METHOD OF PAYMENT**

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

**8. DEFAULT**

The City reserves the right to cancel all or any part of this order without cost to the City if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

**9. NON-DISCRIMINATION**

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

**10. NON-COLLUSION**

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

**11. AUDIT REQUIREMENTS**

Grantees receiving monies from the City in excess of \$500,000 in any combination of city, state and federal funds during the contract year will be required to submit a copy of its most recent audit for the entire program.

**12. DRUG USE**

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

**13. SEXUAL CONDUCT**

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

## **GENERAL INFORMATION**

### **BACKGROUND AND SUMMARY**

The City of Santa Fe Youth and Family Services Division is soliciting written quotations from facilitators, planners, or other professionals in the field of Human Services.

The request is to engage a contractor for possible multiple awards in the area of Program Evaluation, Data Collection, Analysis and Reporting to assist nonprofit grantee organizations contracted by the Human Services Commission for the City of Santa Fe to develop a system for tracking, reporting and analyzing data.

The person will have a broad view of the needs and programs serving Human Service Agencies in our community and specialized experience in qualitative and quantitative data collection methodologies, evidence based practices and fidelity assessment, and program evaluation (developmental, process, outcome). The successful candidate will also understand the importance of ensuring confidentiality, transparency and dissemination. The goal is to provide a formalized data system which will provide the Human Services Commission the ability to collect, analyze and report the impact of funding allocated to nonprofit grantee organizations.

### **SCOPE OF WORK**

The work includes but is not limited to;

1. Assist the Human Services Commission and participate in the Birth to Career Collaborative - Data Team in order to report on progress within the target agencies and recommended strategies to obtain objectives;
2. Visit selected target agencies and conduct an analysis of current data collection and reporting systems;
3. Develop target outcomes in line with Human Services Commission's Key Indicators and a data collection/reporting/analysis system for individual agencies;
4. Assist the selected agencies to report impact of grantee's programs and services. Participate in meetings and act as the liaison with current data collection projects occurring within the community, including, but not limited to: the Santa Fe Birth to Career Collaboration (SF B2C) Data Team, Christus St. Vincent Hospital Team, NM Voices for Children, etc.
5. Participate in and provide monthly updates for the Human Services Commission meetings and City of Santa Fe/Human Services Commission priorities.
6. If necessary, assist nonprofit grantees in the identification of evidence based programs suitable for serving local target populations and producing outcomes of interest to the Commission.

**(Up to 30% of total score for a maximum of 100%)**

## **QUALIFICATIONS**

1. Professional: It is required that the contractor selected shall possess, at a minimum, a Master Degree in a relevant discipline (education, psychology, epidemiology, etc.), shall reside in Santa Fe, and shall have familiarity partnering with local private and community foundations, government agencies, and non-profits in the areas of: physical and behavioral health; education; youth development; and research, data and technology.
2. Ability: It is required that the contractor selected shall possess the ability to analyze complex, evolving human environments and apply principals of CQI (Continuous Quality Improvement): assessment, planning, action and evaluation. This contractor will have superb interpersonal skills, and be experienced and comfortable working with diverse socioeconomic and cultural groups. In addition, this professional must have a strong background in research; qualitative and quantitative data analysis; evidence-based programs; program planning and management; and policy development and implementation. The contractor shall also be experienced in data mining, developing data systems, conducting user testing, information design and infographics. Ability to synthesize and present data and information so that is easily understood by nonprofit agencies, the Human Services Commission, and the general public is also required.

**(Up to 35% of total score for a maximum of 100%)**

## **DELIVERABLES**

1. In conjunction with funded nonprofit organizations develop targeted outcomes in line with Human Services Commission Key Indicators and implement a data collection and reporting system within the nonprofit organization.
2. Develop the system to capture, analyze and report data to the Human Services Commission.
3. Participate in Commission Meetings and report status of project.
4. Provide final recommendations on systems and next steps for the replication of the final data system.

**(Up to 35% of total score for a maximum of 100%)**

## **PROPOSED FEE**

The budget for this process shall not exceed \$29,000 including every appropriate tax or fee for services.



**HUMAN SERVICES COMMISSION RFP ATTACHEMENTS:**

City of Santa Fe Budget Forms

**(Attachment A)**

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

**1.0 PERSONNEL EXPENDITURES**

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

**2.0 CONTRACTUAL SERVICES**

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

**3.0 COMMODITIES**

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

**(Attachment B)**

Proposed Budget 2016-2017

<b>PROPOSED BUDGET</b>	
<b>Expense Category</b>	<b>Total Program Budget</b>
1.00 Personnel Expenditures (Salary and Fringe Benefits)	
2.00 Contractual Services (e.g., Rent, Utilities, Insurance)	
3.00 Commodities (e.g., Office Supplies, Recreation Supplies)	
<b>TOTAL</b>	

## **PROPOSAL EVALUATION PROCESS**

All proposals will be reviewed by the staff members and Chair of the Human Services Commission. The staff members and the Human Services Commission, based on the following criteria, will select and contract the successful candidate for the Human Services Data Project:

- **SCOPE OF WORK**
  - Up to 30% of total score for a maximum of 100%
- **QUALIFICATIONS**
  - Up to 35% of total score for a maximum of 100%
- **DELIVERABLES**
  - Up to 35% of total score for a maximum of 100%

## INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated:** To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

**Additional Documentation:** If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

## LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: \_\_\_\_\_

Business Name: \_\_\_\_\_

Principal Office: \_\_\_\_\_  
Street Address City State Zip Code

City of Santa Fe Business License # \_\_\_\_\_ (Attach Copy to this Form)

Date Principal Office was established: \_\_\_\_\_ (Established date must be six months before date of Publication of this RFP or RFB).

### CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me by \_\_\_\_\_ this\_\_\_\_, day of  
\_\_\_\_\_

My commission expires \_\_\_\_\_  
Notary Public

SEAL

**YOU MUST RETURN THIS FORM WITH YOUR OFFER**

## RESIDENT VETERANS PREFERENCE CERTIFICATION

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

**Please check one box only:**

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

REQUEST FOR PROPOSALS ONLY  
CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City as described:

- A. Assist the Human Services Commission and participate in the Birth to Career Collaborative - Data Team in order to report on progress within the target agencies and recommended strategies to obtain objectives;
- B. Visit selected target agencies and conduct an analysis of current data collection and reporting systems;
- C. Develop target outcomes in line with Human Services Commission's Key Indicators and a data collection/reporting/analysis system for individual agencies;
- D. Assist the selected agencies to report impact of grantee's programs and services. Participate in meetings and act as the liaison with current data collection projects occurring within the community, including, but not limited to: the Santa Fe Birth to Career Collaboration (SF B2C) Data Team, Christus St. Vincent Hospital Team, NM Voices for Children, etc.

E. Participate in and provide monthly updates for the Children and Youth Commission meetings and City of Santa Fe/Human Services Commission priorities.

F. If necessary, assist nonprofit grantees in the identification of evidence based programs suitable for serving local target populations and producing outcomes of interest to the Commission.

## 2. STANDARD OF PERFORMANCE; LICENSES

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

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

## 3. COMPENSATION

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

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

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



4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

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

6. TERMINATION

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

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

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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

Contractor receives notice of such termination.

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City

is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

### 13. INDEMNIFICATION

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

### 14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive

any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. REPORTING REQUIREMENTS

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

23. NOTICES

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

City of Santa Fe:

Contractor:

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

CITY OF SANTA FE:

CONTRACTOR:

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

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

   
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
FINANCE DIRECTOR

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



## **EXHIBIT "A"**

**Organization Name: 2016-17**

### **1. SCOPE OF SERVICES**

## EXHIBIT "B"

### Organization Name

Total Children and Youth Fund Contract Amount for Fiscal Year 2016-17	<b>\$0.00</b>
--	---------------

### 1.0 Personnel Expenditures

\$0.00

### 2.0 Contractual Services

\$0.00

### 3.0 Commodities

\$0.00

SUB-TOTAL	<b>\$0.00</b>
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<b>GRAND-TOTAL</b>	<b>\$0.00</b>
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## 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, 2016 ALL WORKERS WITHIN THE  
CITY OF SANTA FE  
SHALL BE PAID A LIVING WAGE OF

**\$10.91**  
**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 Living Wage Ordinance

EFFECTIVO DESDE EL DÍA PRIMERO DE MARZO DE 2016  
PARA TODOS LOS TRABAJADORES QUE LABOREN  
DENTRO DE LOS LÍMITES DE LA CIUDAD DE SANTA FE  
EL SALARIO MÍNIMO ESTABLECIDO QUE DEBERÁ SER  
PAGADO ES DE

**\$10.91**  
**POR HORA**

## **Salario Mínimo para la ciudad de Santa Fe**

- La ciudad de Santa Fe establece salario mínimo por hora.
- Desde el Marzo el incremento de salario, corresponde con el aumento en el índice de precios al consumidor (IPC).
- Todos los empleadores requieren, por ley, tener una licencia o registro de la ciudad de Santa Fe, deben pagar al menos el salario ajustado a los empleados de todas las horas trabajadas dentro de los límites de la ciudad de Santa Fe.

## **¿Quién está obligado a pagar el salario?**

- La ciudad a todos los trabajadores a tiempo completo permanentes contratados por la ciudad;
- Contratistas para la ciudad, tiene un contrato que requiere la prestación de un servicio, pero excluyendo las compras de mercancías;
- Empresas reciben asistencia en relación con el desarrollo económico en forma de becas, subsidios, garantías de préstamos o bonos industriales de ingresos superiores a 25 mil dólares (\$25,000) para la duración de la beca de ciudad o de subvención;
- Empresas requieren contar con la licencia o el registro de la ciudad; y
- Organizaciones sin fines de lucro, con excepción de aquellos cuya principal fuente de fondos es de exenciones de Medicaid.
- Para los trabajadores que habitualmente reciben más de cien dólares (\$100) por mes en consejos o comisiones, consejos o comisiones recibidas y retenida por un trabajador serán contados como salarios y acreditados hacia la satisfacción de los salario siempre que, para los trabajadores reciben propinas, todos los consejos recibidos por estos trabajadores son retenidos por los trabajadores, salvo que se permitirá la puesta en común de consejos entre los trabajadores.

Más información, incluyendo la ordenanza del salario, está disponible en  
<http://www.santafenm.gov>  
(haga clic en Hot Topics/Living Wage)

**CITY OF SANTA FE  
AMENDMENT No. 3 TO  
PROFESSIONAL SERVICES AGREEMENT  
Item#17-0590**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 21, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and Aspen Solutions LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, Contractor has agreed to provide the following: Provide data consulting services to Human Services Committee grantees.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of twenty nine thousand dollars (\$29,000.00) so that Article 3, paragraph A reads in it's entirely as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred sixteen thousand dollars (\$116,000.00), inclusive of applicable gross receipts taxes and which is also described in Exhibit "B" attached hereto.

2. TERM AND EFFECTIVE DATE

Article 5 of the Agreement is amended to extend termination date to June 30<sup>th</sup>, 2021 so that Article 3 reads in it's entirely as follows:

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30<sup>th</sup>, 2021, unless terminated sooner pursuant to Article 6 below.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

Jarel LaPan Hill  
Jarel LaPan Hill (Sep 1, 2020 11:55 MDT)

JAREL LAPAN HILL, CITY MANAGER

Date: Sep 1, 2020

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jul 16, 2020 15:58 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400

AL  
AL

CONTRACTOR:

Natalie Skogerboe

Natalie Skogerboe (Aug 28, 2020 09:25 MDT)

ASPEN SOLUTIONS LLC

Date: Aug 28, 2020

CRS #: 03-240132-009

Business Reg 141207






# 2020 07 16 Aspen Solutions HSC Amendment #3

Final Audit Report

2020-07-16

Created:	2020-07-16
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg6w7vyP9QDToxHxkCBnhNzSFhFCsPV0X

## "2020 07 16 Aspen Solutions HSC Amendment #3" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)  
2020-07-16 - 9:45:40 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature  
2020-07-16 - 9:46:05 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)  
2020-07-16 - 9:56:32 PM GMT- IP address: 67.0.231.150
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)  
Signature Date: 2020-07-16 - 9:58:36 PM GMT - Time Source: server- IP address: 67.0.231.150
-  Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov), Irene Romero (ikromero@ci.santa-fe.nm.us) and Kent Deyoung (kddeyoung@santafenm.gov)  
2020-07-16 - 9:58:36 PM GMT

ITEM # 19-0827

**CITY OF SANTA FE  
AMENDMENT No. 2 TO  
PROFESSIONAL SERVICES AGREEMENT  
Item#17-0590**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 21, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and Aspen Solutions LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, Contractor has agreed to provide data consulting services to Human Services Committee grantees.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of twenty nine thousand dollars (\$29,000.00) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eighty-seven thousand dollars (\$87,000.00), inclusive of applicable gross receipts taxes and which is also described in Exhibit "B" attached hereto.

2. TERM AND EFFECTIVE DATE

Article 5 of the Agreement is amended to extend termination date to June 30<sup>th</sup>,



2020 so that Article 3 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30<sup>th</sup>, 2020, unless terminated sooner pursuant to Article 6 below.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.


IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

  
ALAN M. WEBBER  
MAYOR

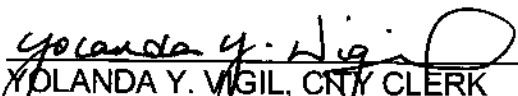
Date: 10/18/19

CONTRACTOR:

  
ASPEN SOLUTIONS LLC  
INDEPENDENT CONTRACTOR

Date: 10/21/2019

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
Ec. mtg. 10-8-19

APPROVED AS TO FORM:

 7/19/19  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

 For Mary McCoy 10/17/19  
MARY T. MCCOY, FINANCE DIRECTOR

2400122.  
22763.51400

Business Unit/Line Item

**REVISED EXHIBIT "B"**

**ASPEN SOLUTIONS, LLC (HSC)**

Total Human Services Fund Contract Amount for Fiscal Year <b>2019-20</b>	<b>\$29,000.00</b>
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<b>2.0 Contractual Services</b>	
2.0 Contractor Services	<u>\$ 29,000.00</u>

Subtotal	\$ 29,000.00
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<b>GRAND-TOTAL</b>	<b>\$29,000.00</b>
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ITEM # 18-0882

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
Item#17-0590**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 21, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and Aspen Solutions LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, Contractor has agreed to provide the following: Provide data consulting services to Human Services Committee grantees.

B. Pursuant to Article 19 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of twenty nine thousand dollars (\$29,000.00) so that Article 3, paragraph A reads in it's entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed fifty eight thousand dollars (\$58,000.00), inclusive of applicable gross receipts taxes and which is also described in Exhibit "B" attached hereto.

2. TERM AND EFFECTIVE DATE

Article 5 of the Agreement is amended to extend termination date to June 30, 2019

so that Article 3 reads in it's entirely as follows:

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30<sup>th</sup>, 2019, unless terminated sooner pursuant to Article 6 infra.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

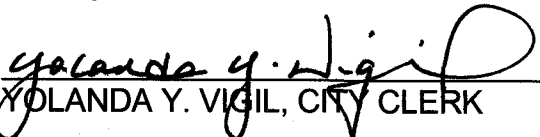
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


  
ERIK J. LITZENBERG  
CITY MANAGER

Date: 8/1/18

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 7/13  
CITY ATTORNEY

APPROVED:

 07/13/18  
FINANCE DIRECTOR

510400  
22763.51400  
Business Unit/Line Item

CONTRACTOR:

  
ASPEN SOLUTIONS LLC  
INDEPENDENT CONTRACTOR

Date: 8/1/18  
CRS#03-240132-009  
City of SF Bus. Reg# 18-00141207

## PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide the following services as described in Exhibit "A" attached hereto and incorporated herein:

- A. Review submitted data as part of the grant proposal to determine if data collected and outcomes reported align with program goals and HSC population level indicators/outcomes.
- B. Meetings with grantee leadership and staff to better understand program goals and data collection efforts.
- C. Assessment of grantee capacity to align goals, performance measures, and outcomes with those of the HSC. This will involve informal meetings, structured interviews, internal document and/or database review.
- D. Grantee re-alignment of program performance measures with HSC desired outcomes/population indicators.
- E. Development of data collection template.
- F. Coordination and communication with IT Design Solutions Expert.

When possible, written recommendations for the following activities will be made to HSC grantees:

- A. Baseline performance measures.
- B. Research on current and best data collection/evaluation methods for grantee program area.
- C. Creation of a custom survey instrument for use with clients

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed twenty-nine thousand dollars (\$29,000.00), inclusive of applicable gross receipts taxes and which is also described in Exhibit "B" attached hereto.

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30th, 2018, unless terminated sooner pursuant to Article 6 below.

6. OPTION TO RENEW

Contractor is granted, upon a satisfactory performance, an option to renew this Agreement for an additional one year. Contractor and the City shall renegotiate the terms and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

7. TERMINATION

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

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

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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

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

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

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

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

9. 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.

10. CONFLICT OF INTEREST

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



employed.

B. The Contractor warrants that no officer or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement. Contractor agrees to incorporate into all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

C. Contractor shall certify to the City that no funds have been paid or will be paid by or on behalf of the City, to any person for influencing or attempting to influence an officer or employee of this agency or body in connection with this Agreement, the Appropriation, of the awarding of any Third Party Obligation. Contractor shall incorporate into all subcontracts the language set forth in this paragraph prohibiting lobbying to be included in the award documents for all sub awards including but not limited to subcontracts, loans and cooperative agreements. Contractor shall certify that such language has thus been incorporated.

#### 11. ASSIGNMENT; SUBCONTRACTING

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

12. RELEASE

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

13. INSURANCE

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

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

C. Contractor shall maintain professional liability insurance throughout

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

14. INDEMNIFICATION

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

15. 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.

16. THIRD PARTY BENEFICIARIES

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

17. RECORDS AND AUDIT

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

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

19. AMENDMENT

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

20. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding

between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. NON-DISCRIMINATION

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

22. SEVERABILITY

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

23. REPORTING REQUIREMENTS

bi-annual

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

24. NOTICES

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

following addresses:

City of Santa Fe:  
Community Services Department  
P.O. Box 909  
Santa Fe, NM 87504-0909

Contractor:  
Aspen Solutions LLC  
150 Washington Ave, Suite 201  
Santa Fe, NM 87501

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

CITY OF SANTA FE:

Brian K. Snyder for BKS  
BRIAN K. SNYDER, CITY MANAGER

DATE: 6/15/17

CONTRACTOR:

Aspen Solutions, LLC.

N. S. [Signature] owner  
NAME AND TITLE

DATE: 6/21/17

CRS# 03-240132-009  
City of Santa Fe Business  
Registration # 17-00141207

ATTEST:

Yolanda Y. Vigil  
YOLANDA Y. VIGIL, CITY CLERK  
CATS

APPROVED AS TO FORM:

Kelley A. Brennan 5/30  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

Adam K. Johnson  
ADAM K. JOHNSON, FINANCE DIRECTOR

22763.510400  
Business Unit Line Item

## **EXHIBIT "A"**

### **Aspen Solutions LLC: 2017-18**

#### **SCOPE OF SERVICES**

The Contractor shall provide the following services:

1. Review submitted data as part of the grant proposal to determine if data collected and outcomes reported align with program goals and HSC population level indicators/outcomes.
2. Meetings with grantee leadership and staff to better understand program goals and data collection efforts.
3. Assessment of grantee capacity to align goals, performance measures, and outcomes with those of the HSC. This will involve informal meetings, structured interviews, internal document and/or database review.
4. Grantee re-alignment of program performance measures with HSC desired outcomes/population indicators.
5. Development of data collection template.
6. Coordination and communication with IT Design Solutions Expert.

When possible, written recommendations for the following activities will be made to HSC grantees:

1. Baseline performance measures.
2. Research on current and best data collection/evaluation methods for grantee program area.
3. Creation of a custom survey instrument for use with clients

## **EXHIBIT "B"**

### **Aspen Solutions LLC: 2017-18**

Total Children and Youth Fund Contract Amount for Fiscal Year 2017-18	<b>\$29,000.00</b>
--	--------------------

#### **1.0 Personnel Expenditures**

1.1 Personnel Salary (12 Months x \$500 per month)	\$6,000.00
--	------------

\$6,000.00

#### **2.0 Contractual Services**

2.9 Professional Contract (325hrs x \$60hr)	\$19,500.00
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2.11 Printing and Photocopying	\$720.00
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2.13 Transportation Mileage (300 miles x \$0.55)	\$165.00
--	----------

\$20,385.00

#### **3.0 Commodities**

3.1 Office Supplies	\$389.38
---------------------	----------

\$389.38

SUB-TOTAL	\$26,774.38
-----------	-------------

GRT (8.3125%)	\$2,225.62
---------------	------------

<b>GRAND-TOTAL</b>	<b>\$29,000.00</b>
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## **EXHIBIT "C"**

### **Aspen Solutions LLC**

#### **1. Reporting Requirements**

The Contractor shall provide the following documentation to the city:

##### **A. Monthly Reports Outlining the following:**

1. Brief description of work completed
2. Template developed for agency (signed)
3. Additional attachments as requested

##### **B. Bi-Annual Report:**

1. Compiling of all work completed
2. Templates developed for all agencies (signed)
3. Additional attachments as requested

##### **C. Due Dates of Bi-Annual Reports:**

###### **FY17-18**

- November 10, 2017
- April 13, 2018



**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** ASPEN SOLUTIONS LLC  
DBA: ASPEN SOLUTIONS LLC

**Business Location:** 300 PASEO DE PERALTA 210  
SANTA FE, NM 87501

**Owner:** NATALIE SKOGERBOE

**License Number:** 224709

**Issued Date:** January 30, 2020

**Expiration Date:** December 31, 2020

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** \$35.00

ASPEN SOLUTIONS LLC  
4029 PAINTED PONY CIRCLE  
SANTA FE, NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2020

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).

<b>PRODUCER</b> Affinity Insurance Service, Inc. 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278	<b>CONTACT NAME:</b> Brendan Connolly <b>PHONE (A/C, No. Ext):</b> 1-888-288-3534 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> customer.service@hpsocover.com														
<b>INSURED</b> Aspen Solutions LLC 300 Paseo De Peralta Santa Fe, NM, 87501	<table border="1"> <tr> <th data-bbox="816 428 1430 449">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1438 428 1568 449">NAIC #</th> </tr> <tr> <td data-bbox="816 455 1430 476"><b>INSURER A:</b> Ohio Security Insurance Company</td> <td data-bbox="1438 455 1568 476">24082</td> </tr> <tr> <td data-bbox="816 483 1430 504"><b>INSURER B:</b></td> <td data-bbox="1438 483 1568 504"></td> </tr> <tr> <td data-bbox="816 510 1430 531"><b>INSURER C:</b></td> <td data-bbox="1438 510 1568 531"></td> </tr> <tr> <td data-bbox="816 537 1430 558"><b>INSURER D:</b></td> <td data-bbox="1438 537 1568 558"></td> </tr> <tr> <td data-bbox="816 564 1430 585"><b>INSURER E:</b></td> <td data-bbox="1438 564 1568 585"></td> </tr> <tr> <td data-bbox="816 592 1430 613"><b>INSURER F:</b></td> <td data-bbox="1438 592 1568 613"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Ohio Security Insurance Company	24082	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER C:</b>															
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

## COVERAGES

**CERTIFICATE NUMBER:**
**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:	Y		BZS60785091	01/03/2020	01/03/2021	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ Included</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ Included	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
	EACH OCCURRENCE	\$ 1,000,000																			
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<b>AUTOMOBILE LIABILITY</b> <input 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						<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$					
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PROPERTY DAMAGE (Per accident)	\$																				
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<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$									
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	\$																				
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$							
PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				

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

City of Santa Fe is included as additional insured with respect to the General Liability Policy per the policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

City of Santa Fe 200 Lincoln Ave Santa Fe, NM, 87501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> <i>Affinity Insurance Service, Inc.</i>

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Signature:** Xavier Vigil  
Xavier Vigil (Sep 1, 2020 11:46 MDT)

**Email:** xivigil@santafenm.gov











# CM COMM SVS ASPEN SOLUTION A3 TO 17-0590 3200861


Final Audit Report


2020-09-01


Created:	2020-08-28
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj8ApzfeJO7wagCAZwBzb30VymQO4JFWJ


## "CM COMM SVS ASPEN SOLUTION A3 TO 17-0590 3200861" History


-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)  
2020-08-28 - 0:04:12 AM GMT- IP address: 63.232.20.2
-  Document emailed to Natalie Skogerboe (n.skogerboe@gmail.com) for signature  
2020-08-28 - 0:13:52 AM GMT
-  Email viewed by Natalie Skogerboe (n.skogerboe@gmail.com)  
2020-08-28 - 3:23:08 PM GMT- IP address: 66.102.6.154
-  Document e-signed by Natalie Skogerboe (n.skogerboe@gmail.com)  
Signature Date: 2020-08-28 - 3:25:06 PM GMT - Time Source: server- IP address: 173.163.243.42
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature  
2020-08-28 - 3:25:09 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)  
2020-08-28 - 7:42:20 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)  
Signature Date: 2020-08-28 - 7:44:08 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature  
2020-08-28 - 7:44:10 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)  
2020-08-28 - 7:46:42 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)  
Signature Date: 2020-08-28 - 7:49:31 PM GMT - Time Source: server- IP address: 63.232.20.2


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