



City of Santa Fe, New Mexico

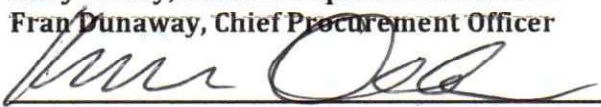
Memorandum



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

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 # 3200864

Contractor: ASPEN SOLUTIONS LLC

Description: RBA and additional data consulting for 30+ grant-funded agenices.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☒

Term Start Date: 12/03/2018 Term End Date: 06/30/2019

☒ Approved by Council Date: 03/13/2018

Contract / Lease: 18-1336

Amendment # 2 to the Original Contract / Lease # 18-1336

Increase/(Decrease) Amount \$ 60,000.00

Extend Termination Date to: 06/30/2021

☐ Approved by Council Date: _____

Amendment is for:

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

Original Contract (#18-1336) for \$30,000.00 expired 06/30/2019.

Amendment #1 (#19-0832) for additional \$50,000.00 extended to 06/30/2020.

3. Procurement History: 19/02/RFQ, September 3, 2018


From Ramsey (Aug 1, 2020 08:05 MDT)

Aug 31, 2020

Purchasing Officer Review:

Date:

Comment & Exceptions: increase compensation for FY21

4. Funding Source: Fund 256 - Recreation Programs

Org / Object: 2560122.510400



Aug 28, 2020

Alexis Lotero (Aug 28, 2020 13:46 MDT)

Budget Officer Approval:

Date:

Comment & Exceptions: _____

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: Children & Youth Amendment #2

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:

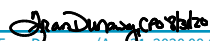
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction 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 1, 2020 08:05 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:
Children and Youth Commission Funding**

RFP # '18/30/P

**PROPOSALS DUE:
March 16th, 2018
Before 2:00 p.m.**

ONLINE SUBMISSION:

https://santa_fe_children_and_youth_commission.formstack.com/forms/cyc_rfp_2018

**CITY OF SANTA FE
2651 SIRINGO ROAD, BUILDING H
SANTA FE, NEW MEXICO 87505**

REQUEST FOR PROPOSALS

PROPOSAL NUMBER #'18/30/P

Proposals will be received online at:

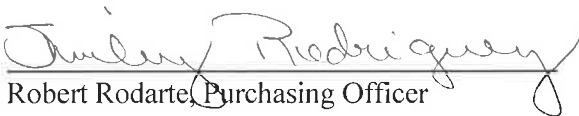
https://santa_fe_children_and_youth_commission.formstack.com/forms/cyc_rfp_2018 before 2:00 p.m. local prevailing time, March 16th, 2018. Please note that the City of Santa Fe and The Community Services are not responsible for compatibility issues do to operating systems, platforms, programs or program versions. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procurement of professional services for the following:

CHILDREN AND YOUTH FUND

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.


Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 02/10/18

To be published on: 02/14/18

Received by the Albuquerque Journal Newspaper on: 02/10/18

To be published on: 02/14/18

SCHEDULE FOR CHILDREN AND YOUTH FUNDING 2018-2020

RFP # '18/30/P

February 2, 2018	CYC 2017-2018 Strategic Plan Presentation
February 14, 2018	Advertisement and Issuance of RFP's
February 27, 2018	Technical Assistance Training: 3:00 p.m. to 4:30 p.m. Market Station Office, 500 Market Place Suite 200, Santa Fe, NM 87504
February 28, 2018	Technical Assistance Training: 9:00 a.m. to 10:30 a.m. Market Station Office, 500 Market Place Suite 200, Santa Fe, NM 87504
March 16, 2018	Deadline for submittal of proposals to the Purchasing Office 2651 Siringo Road Bldg., "H" Santa Fe, NM 87505 (505) 955-5711 BEFORE 2:00 p.m. <u>No late proposals accepted.</u>
March 15 – March 30, 2018	Review and analysis of Proposals by Staff and Human Services Committee.
April 10, 2018	Interviews with applicants to be held at (TBD). Applicants will be contacted with specific times.
April 24, 2018	Children and Youth Commission Meeting, Final Recommendations
May 21, 2018	Recommendation of award to Finance Committee
May 30, 2018	Recommendation of award to City Council
June 1, 2018	Prepare contracts for Fiscal Year 2018-2019
July 2, 2018	Beginning of Fiscal Year 2018-2019

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

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit online at: https://santa_fe_children_and_youth_commission.formstack.com/forms/cyc_rfp_2018. Proposals must be received **before 2:00 p.m.** local prevailing time, on **March 27th, 2017**. Please note that the City of Santa Fe and The Community Services are not responsible for compatibility issues do to operating systems, platforms, programs or program versions.

The packets shall be submitted online at https://santa_fe_children_and_youth_commission.formstack.com/forms/cyc_rfp_2018. 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.

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

The proposal is to be awarded 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 the top three rated proponents; 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 firms 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, LOCAL OR VETERANS 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 a 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.

CHILDREN AND YOUTH COMMISSION FUND GENERAL INFORMATION

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

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

The Children and Youth Commission receives four (4) percent of the gross receipts tax and administers funding to local Santa Fe nonprofits and Santa Fe Public Schools on a two-year funding cycle at approximately \$1.2 million annually (funding amount varies due to GRT fluctuations). The purpose of the fund is to support local community programs that promote the healthy development of local children and youth, ages birth to twenty-one (21).

In the summer of 2017 the Commission went through their annual strategic planning session which builds upon the planning efforts of the 2015 and 2016 strategic framework. This year, the Commission is focused on:

- Equitable distribution of funding across the four goal areas as well as targeting priority populations who are underrepresented and/or historically struggle to access services and opportunities; this includes low income children and youth living at or below the City's median income as determined by family size.
- This year organizations applying for funding will be required to choose one program that targets their selected indicator that contributes to turning the curve on one of the goal areas.
- Organizations will not be able to use multiple programming for a selected goal area.

The Children and Youth Commission continues to focus on Results-Based Accountability Framework and End/Results Framework with Community Indicators to ensure that funding is having a direct impact on the overall well-being of families and individuals within the Community. Through this approach, the Committee has designated four priority funding categories: Early Care, Supplemental Education, Youth Wellness and Reconnecting Youth. Additionally, the Committee has identified Key Indicators to measure the conditions of well-being and Desired Outcomes to illustrate conditions of well-being.

The Commission's intent is to strategically align applicants with results-based outcomes for their service populations. By applicants applying directly towards, and aligning services and programs with the Commission's Ends Framework and Key Indicators, applicants will have the means to assess their overall impact within their service area. Additionally, applicants shall demonstrate their ability to carry out approved plans and track appropriate indicators. The ultimate goal is to track and compare data and outcomes with local, state and national statistics.

Applicants shall be limited to non-profit organizations that have been granted and currently hold tax exempt status under Section 501 (c) (3) of the Internal Revenue Code, or to applicants whose programs are covered by a fiscal agent that meets these requirements.

Applicants currently receiving city funding may apply for Children and Youth funds; applicants will need to disclose all current city funding and applications will be reviewed by the Commission based upon specialized programs, services, and community needs.

Funding is on a cost reimbursement basis. Payment is made after costs have been incurred and reimbursement has been requested showing that work has been done. Reporting requirements are quarterly, as specified in “exhibit c” of the attachments. Site reviews and/or visits are conducted by City staff members or consultants. Funded programs may be expected to participate in several training and technical assistance opportunities during the funding year.

Funding is primarily intended to pay for direct services for the community, rather than to pay for administrative costs and applicants should reflect this in their budgets. Direct administrative costs for the program shall be as low as possible (not to exceed 30%).

Fiscal Sponsorship:

Fiscal agents are responsible for program management, financial reporting and all contract requirements. If your organization is using a fiscal agent, the agent will process the reimbursement requests. If your organization is using a fiscal agent:

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

RFP Training:

RFP training will be conducted on Wednesday, February 27, 2018, 3:00-4:30 pm and February 28, 9:30-11:00 am, Market Station Office, 500 Market Station, Suite 200, Santa Fe, NM 87504.

Procurement Information:

For procurement information [Click here](#)

Contract Information:

For contract information/outline [Click here](#)

Additional Conditions:

For additional conditions [Click here](#)

Evaluation Process:

At its discretion, the City reserves the right to alter the membership and size of the committee. Scores of the evaluation committee members will be totaled to determine the top rated programs. Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores. A 10% local preference may be available for this procurement (For local preference criteria and form [click here](#))

All proposals will be reviewed for completion by staff members of the Youth and Family Services Division. Proposals will then be forwarded to the Children and Youth Commission for their formal review. In the event the Commission has additional questions, applicants will be scheduled to address the questions during the provider hearings. Organizations making new requests for funding may be required to furnish additional information prior to the provider hearings. The members of the Children and Youth Commission, based on the following criteria, make funding recommendations to the Finance Committee of the City Council. (For evaluation criteria [click here](#))

New Applicants:

Contact Julie Sanchez, Youth and Family Services Program Manager at 955-6678 or jjssanchez@santafenm.gov, if you are a new applicant or if you have any questions.

FUNDING CATEGORIES FOR FISCAL YEAR 2018-2020:

1. Early Care and Education for Children 0-5 Years
2. Supplemental Education for School-Age Children
3. Youth Wellness
4. Reconnecting Youth

Packets must be completed online at:

https://santa_fe_children_and_youth_commission.formstack.com/forms/cyc_rfp_2018

PROPOSAL EVALUATION PROCESS

All proposals will be reviewed for completion by staff members of the Youth and Family Services Division. Proposals will then be forwarded to the Children and Youth Commission for their formal review. In the event the Commission has additional questions, applicants will be scheduled to address the questions during the provider hearings. Organizations making new requests for funding may be required to furnish additional information prior to the provider hearings. The members of the Children and Youth Commission, based on the following criteria, make actual funding recommendations to the Finance Committee of the City Council:

- Current and proposed program or organization involvement in community-wide collaborative activities (e.g., coalition membership, interagency project collaboration);
- Alignment with the City Children and Youth Commission priority outcomes and indicators as outlined in the Ends Framework and RFP
- Demonstration of a plan to address disparities, gaps and report on results
- Prior history on grants awarded over the past two years including on-time reporting, progress on performance measures, appropriate and timely use of past awards
- Project budget rationale
- Qualifications of personnel
- Completion, timeliness of application materials
- Extra points will be awarded based on effectiveness of collaboration with other non-profit organizations, partners and the City Youth and Family Services Division
- Extra points will be awarded based on demonstration of performance accountability for services they provide (e.g. data on how children or youth are better off as a result of the service provided)

A scoring rubric will be used to score applicants on the criteria above and funding amounts will be awarded according to the formula below. The chart below is based on 100-point total score on criteria:

Evaluation Score Range	Evaluation Score Range Level	Project/ Program Funding Ceiling
90-100	High	\$85,000
80-89	Medium-High	\$50,000
70-79	Medium-Low	\$25,000
60-59	Low	\$15,000
<50	Below	No funding recommended

- *Exception: Innovation fund awards would not be determined by above formula but determination could be two set amounts, either \$2,500 or \$5,000, with awards*
- *Criteria includes assessment of project budget (does budget make sense)*
- *Assumption – City is supporting a higher level of funding for projects that align to priorities and support agencies with high potential to make an impact/contribute toward turning the curve.*






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, 2017 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$11.09 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.

CITY OF SANTA FE (CSF)
NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT

REQUEST FOR PROPOSAL # '18/30/P

EVALUATOR NAME: _____

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

I, _____, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by commitments contained herein.

I am acting at the request of CSF as a participant in the evaluation of *offers/proposals* received in response to the *Request for Offers! Request for Proposals*, entitled and/ or numbered. I am acting of my own accord and not acting under duress. I am not currently employed by, nor am I receiving any compensation from, nor have I been the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with any *offer/proposal* or involved *Offeror/Proposer* in return for favorable consideration. I have no preconceived position on the relative merits of any of the *offers/proposals* nor have I established a personal preference or position on the worth or standing of any *Offeror/Proposer* participating in this action. CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts, including, but not limited to contracts for professional services, agreements with consultants and Purchase Orders.

I hereby certify that to the best of my knowledge and belief, no conflict of interest exists that may diminish my capacity to perform an impartial, technically sound, objective review of this proposal(s) or otherwise result in a biased opinion or unfair competitive advantage. I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any *offer/proposal* to anyone other than the team leader or other evaluation team members. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, reproduction of any part or any portion of any *offer/proposal*, or removal of same from designated areas without prior authorization from the evaluation team leader. I agree to perform any and all evaluations of said *offers/proposals* in an unbiased manner, to the best of my ability, and with the best interest of CSF paramount in all decisions.

I agree to return to CSF Purchasing Department all copies of proposals, as well as any abstracts, upon completion of the evaluation.

SIGNATURE AND DATE:

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 by the agencies selected funding category/goal area and the selected indicators as described in Exhibit "A" attached hereto and incorporated herein.

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.

Payment shall be made as follows:

FY 18/19 \$_____

FY 19/20 \$ _____

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, 2019, unless terminated sooner pursuant to Article 6 below. The term of this Agreement may be extended for an additional period of one (1) year, not to exceed two (2) years, by a written amendment in accordance with the terms of this Agreement.

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

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.

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:

MAYOR

NAME AND TITLE

DATE: _____

DATE: _____

CRS# EXEMPT
City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL,
CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM K. JOHNSON, FINANCE DIRECTOR

22582.510400
Business Unit Line Item

EXHIBIT "A"

Organization Name: 2018-20

1. SCOPE OF SERVICES

Funding Category/Goal Area	Indicators
<input type="checkbox"/> Early Care and Education for Children 0-5	<input type="checkbox"/> % 3-4 yr old Pre-K enrollment <input type="checkbox"/> Pre-K milestones: NM Pre-K Observation Assessment; KOT <input type="checkbox"/> Young Children (3-4) not in school <input type="checkbox"/> Total Capacity of Licenses Child Care Centers (all star levels) <input type="checkbox"/> % Children under 5 Living in Poverty <input type="checkbox"/> Substantiated Child Abuse per 1k under 5 <input type="checkbox"/> % Low Birth Weight Babies <input type="checkbox"/> % Teen Pregnant Women NOT Receiving Prenatal Care
<input type="checkbox"/> Supplemental Education for School-Age Children	<input type="checkbox"/> PARCC Reading (2 nd /3 rd) <input type="checkbox"/> PARCC Math Proficiency Rates (4 th /8 th) <input type="checkbox"/> Attendance Rate <input type="checkbox"/> Graduation Rate <input type="checkbox"/> Habitual Truancy Rate <input type="checkbox"/> Student Dropout Rate (7-12 grades) <input type="checkbox"/> Rate of Participation in Out of School Time (OST) Activities <input type="checkbox"/> OST Programs that Show Improvement in Academic/Social Skills
<input type="checkbox"/> Youth Wellness	<input type="checkbox"/> Youth Suicide Rate <input type="checkbox"/> Youth Depression Rate <input type="checkbox"/> Youth Food Insecurity Rate (households receiving SNAP) <input type="checkbox"/> % Youth <18 Years without Health Insurance <input type="checkbox"/> Caring Adult; Participation in Group Activities <input type="checkbox"/> Rate of Babies Born to Adolescents Per 1k (ages 15-19)
<input type="checkbox"/> Reconnecting Youth	<input type="checkbox"/> % Youth 16-24 Not in School or Working <input type="checkbox"/> Santa Fe Public Schools Drop Out Rate (7-12 grades) <input type="checkbox"/> 13-21 Year Olds Re-engaged in HS, GED, Alternative Education, Work <input type="checkbox"/> % Passed GED Testing Service <input type="checkbox"/> Juvenile Arrests Per 1k (ages 10-17) <input type="checkbox"/> Youth Housing Instability Rate

The Contractor shall provide the following services to impact the above selected indicators:

EXHIBIT "B"

Organization Name

Total Children and Youth Fund Contract Amount for Fiscal Year 2018-19	\$0.00
---	---------------

1.0 Personnel Expenditures

\$0.00

2.0 Contractual Services

\$0.00

3.0 Commodities

\$0.00

SUB-TOTAL	\$0.00
-----------	---------------

GRAND-TOTAL	\$0.00
--------------------	---------------

Total Children and Youth Fund Contract Amount for Fiscal Year 2019-20	\$0.00
---	---------------

1.0 Personnel Expenditures

\$0.00

2.0 Contractual Services

\$0.00

3.0 Commodities

\$0.00

SUB-TOTAL	\$0.00
-----------	---------------

GRAND-TOTAL	\$0.00
--------------------	---------------

EXHIBIT "C"

Organization Name

1. Reporting Requirements

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

A. Quarterly Report including the following attachments:

1. Cover page
2. Demographics/Data Reporting
3. Income verification/Impact Statement
4. Questionnaire
5. Additional Attachments as Requested
6. *Above requirements may change per commission request*

B. Bi-Annual Financial Report:

1. Profit and Loss Statement (for Jan and July report)

C. Board of Directors Meeting Minutes:

1. One meeting minutes per quarter.

D. Due Dates of the Quarterly Reports:

FY18-19

- October 12, 2018
- January 11, 2019
- April 12, 2019
- Final Report – July 12, 2019

FY19-20

- October 11, 2019
- January 10, 2020
- April 10, 2020
- Final Report – July 10, 2020

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
Item#18-1336**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 3, 2018 (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 Children and Youth Commission 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 of the Agreement is amended to increase the amount of compensation by a total of sixty thousand dollars (\$60,000.00) so that Article 3 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 forty thousand dollars (\$140,000.00), 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 30th, 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 30th, 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. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Jarel LaPan Hill
Jarel LaPan Hill (Sep 8, 2020 11:23 MDT)

JAREL LAPAN HILL, CITY MANAGER

Natalie Skogerboe
Natalie Skogerboe (Aug 28, 2020 09:22 MDT)

ASPEN SOLUTIONS LLC
CRS #: 03-240132-009

Date: Sep 8, 2020

Date: Aug 28, 2020

ATTEST:

Registration 141207

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

XIV
XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jul 16, 2020 15:56 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY T. MCCOY, FINANCE DIRECTOR

2560122.510400

AL
AL

Aspen Solutions CYC Amendment #2

Final Audit Report

2020-07-16

Created:	2020-07-16
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv6eg-ZeBOeFK2fu35mNzGjwW0efLFKdi

"Aspen Solutions CYC Amendment #2" History



Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)

2020-07-16 - 9:42:42 PM GMT- IP address: 63.232.20.2



Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature

2020-07-16 - 9:43:37 PM GMT



Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)

2020-07-16 - 9:55:55 PM GMT- IP address: 67.0.231.150



Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)

Signature Date: 2020-07-16 - 9:56:16 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 - 9:56:16 PM GMT

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
Item#18-1336**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 3, 2018 (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 Children and Youth Commission 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 of the Agreement is amended to increase the amount of compensation by a total of fifty thousand dollars (\$50,000.00), so that Article 3 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 thousand dollars (\$80,000.00), 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 30th,

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 30th, 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. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN M. WEBBER, MAYOR

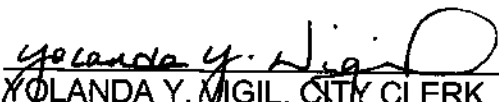
Date: 10/18/19

CONTRACTOR:


ASPEN SOLUTIONS LLC
INDEPENDENT CONTRACTOR

Date: 10/21/19

ATTEST:


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

APPROVED AS TO FORM:

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

APPROVED:

 10/17/19
MARY T. MCCOY, FINANCE DIRECTOR

2560122.
22763.514000
Business Unit/Line Item

REVISED EXHIBIT "B"

ASPEN SOLUTIONS, LLC (CYC)

Total Children and Youth Fund Contract Amount for Fiscal Year 2019-20	\$80,000.00
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2.0 Contractual Services

2.0 Contractor Services	<u>\$ 80,000.00</u>
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Subtotal	\$ 80,000.00
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GRAND-TOTAL	\$80,000.00
--------------------	--------------------

City of Santa Fe Contract
Aspen Solutions, LLC

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and <Aspen Solutions, LLC> herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

D. "You" and "your" refers to (Aspen Solutions, LLC). "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The work includes but is not limited to;

1) Visit selected target agencies and conduct an analysis of current data collection and reporting systems;

2) Develop target outcomes using the RBA framework which are in line with Children and Youth Commission's Key Indicators; and assist with input into a data collection/reporting system;

3) Train Children and Youth Commission contracted organizations with inputting and collecting data for their funded program.

4) As requested, participate in and provide monthly updates for the Children and Youth Commission meetings.

5) Assist Children and Youth Commission and City of Santa Fe/Children and Youth Commission with development of data collection 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.

3. **Compensation**

The total compensation under this Agreement shall not exceed thirty thousand dollars [\$30,000.00] [- including New Mexico gross receipts tax.]

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2019. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract 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 costs if failure

to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or 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 supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights

afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

The Contractor, upon 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, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **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 prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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.

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the

purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

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

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

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

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

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any

and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. Invalid Term or Condition

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

36. Enforcement of Agreement

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

37. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this

Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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

40. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The

contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Julie Sanchez, Program Manager
City of Santa Fe, Youth and Family Services Division
jjsanchez@santafenm.gov
505.955.6678
PO Box 909, Santa Fe, NM 87504

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

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

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

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:



ERIK LITZENBERG
CITY MANAGER

DATE: 11/28/18

CONTRACTOR:

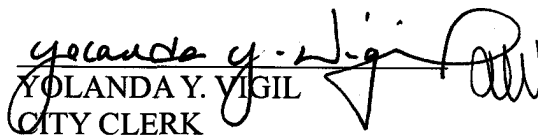


ASPEN SOLUTIONS, LLC

DATE: 12/3/2018


CRS # 03-240132-009
Registration # 18-00141207

ATTEST:



YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:



ERIN MCSHERRY
CITY ATTORNEY

APPROVED:



MARY T. MCCOY
FINANCE DIRECTOR

22581.510400
22763.510400
Business Unit Line Item



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).

PRODUCER Affinity Insurance Service, Inc. 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278	CONTACT NAME: Brendan Connolly	
	PHONE (A/C, No. Ext): 1-888-288-3534 FAX (A/C, No):	
	E-MAIL ADDRESS: customer.service@hpsocover.com	
INSURED Aspen Solutions LLC 300 Paseo De Peralta Santa Fe, NM, 87501	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ohio Security Insurance Company	24082
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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"/> COMMERCIAL GENERAL LIABILITY	Y		BZS60785091	01/03/2020	01/03/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					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.
	AUTHORIZED REPRESENTATIVE <i>Affinity Insurance Service, Inc.</i>

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Signature: Xavier Vigil
Xavier Vigil (Sep 8, 2020 11:14 MDT)

Email: xivigil@santafenm.gov











CM COMM SVS Aspen Solutions Amendment _2


Final Audit Report

2020-09-08


Created:	2020-08-27
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy0JZLHQpDRqtqNdXd2HXip_PJHwljz18

"CM COMM SVS Aspen Solutions Amendment _2" History


-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-08-27 - 11:46:15 PM GMT- IP address: 63.232.20.2
-  Document emailed to Natalie Skogerboe (n.skogerboe@gmail.com) for signature
2020-08-27 - 11:56:29 PM GMT
-  Email viewed by Natalie Skogerboe (n.skogerboe@gmail.com)
2020-08-28 - 3:17:56 PM GMT- IP address: 66.102.6.151
-  Document e-signed by Natalie Skogerboe (n.skogerboe@gmail.com)
Signature Date: 2020-08-28 - 3:22:44 PM GMT - Time Source: server- IP address: 173.163.243.42
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-08-28 - 3:22:47 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-08-28 - 7:45:11 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-08-28 - 7:46:52 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-08-28 - 7:46:55 PM GMT
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-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
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 Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature


2020-08-31 - 2:05:48 PM GMT

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2020-08-31 - 2:58:48 PM GMT- IP address: 104.47.65.254

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2020-09-03 - 7:46:11 PM GMT- IP address: 104.47.64.254

 Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)

Signature Date: 2020-09-03 - 7:46:36 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-09-03 - 7:46:39 PM GMT

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2020-09-08 - 4:50:36 PM GMT- IP address: 104.47.64.254

 Document e-signed by Xavier Vigil (xivigil@santafenm.gov)

Signature Date: 2020-09-08 - 5:14:15 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Jarel LaPan Hill (jlapanhill@santafenm.gov) for signature

2020-09-08 - 5:14:18 PM GMT

 Email viewed by Jarel LaPan Hill (jlapanhill@santafenm.gov)

2020-09-08 - 5:23:31 PM GMT- IP address: 104.47.65.254

 Document e-signed by Jarel LaPan Hill (jlapanhill@santafenm.gov)


Signature Date: 2020-09-08 - 5:23:51 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature


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