







City of Santa Fe New Mexico

Memorandum



Date: September 6th, 2024

To: John Blair, City Manager 
John Blair (Sep 21, 2024 10:06 MDT)

Via: Emily Oster, Finance Department Director 
Travis Dutton-Leyda, Chief Procurement Officer 
Johanna Nelson, Economic Development Director 

From: Elisa Portillo, Economic Development Specialist, emportillo@santafenm.gov

Subject: **ARPA: Workforce Development Strategic Action Plan**

Vendor: **Motiva Corporation [Vendor #8859]**

ITEM AND ISSUE:

Request for Approval of American Rescue Plan Act (ARPA) Recovery Funds Subrecipient Contract with Motiva Corporation for a Workforce Development Strategic Action Plan that Analyzes Local Workforce Development Data Sets and Information to Develop a Strategic Action Plan for the Office of Economic Development Focused on Supporting Workforce Development Efforts for City of Santa Fe Residents in the Total Amount of \$55,000 Through December 31, 2026.

The City of Santa Fe's Office of Economic Development (OED) is responsible for administering and encumbering American Rescue Plan Act (ARPA) funding to support and strengthen the local economy due to the negative economic impacts of COVID through several initiatives submitted to the United States Treasury. To support and strengthen workforce development and economic opportunities, the OED proposes to create a Workforce Development Strategic Action Plan for a means to provide strategy behind OED's workforce efforts to strengthen economic opportunity for City of Santa Fe residents.

BACKGROUND AND SUMMARY:

American Rescue Plan Act (ARPA) funding was awarded to the City of Santa Fe to mitigate the negative impacts from the COVID pandemic. The OED is responsible for administering and encumbering funding to address 4 distinct areas which bolster the local economy. One of the 4 initiatives' purpose is to strengthen workforce development efforts and create economic opportunities, entitled "Bright Futures".

The Bright Futures project summary submitted to the United States Treasury includes the following language:

Build Back Better Business & Workforce Project (BBBBWP) - \$600,000 to fund the Build Back Better Business & Workforce Project to work with a host of local partners in the job training and workforce development ecosystem in Santa Fe.

This contract is between the City of Santa Fe and Motiva Corporation creates the deployment of a strategic planning effort that will develop an analysis, strategic initiative and accompanying action plan to supplement and strengthen OED's economic workforce development initiatives. The focus of this is to supporting workforce development efforts for City of Santa Fe residents by analyze local workforce development data sets and information to develop a strategic action plan for the Office of Economic Development. This initiative will strengthen workforce opportunities.

PROCUREMENT METHOD:

This contract is for \$55,000, not to exceed. The Procurement method is small purchase utilizing the request for quotes (RFQ) process through Munis.

CONTRACT NUMBER:

The FY25 Munis contract number: 3250037

Munis Bid Number: 24051

The ARPA FY25 Project ledger number: ECD222400C

FUNDING SOURCE/REVENUE: Expense Revenue

ORG & OBJ

GL Codes Org/Obj: 2402800.510340

Revenue Org/Object: 2402800.490615

CAPITAL ASSET:

Yes No

CAPITAL PROJECT:

Yes No

ACTION REQUESTED:



City of Santa Fe New Mexico

Memorandum



To comply with ARPA guidelines and support strengthening the local workforce economy, please approve the Subrecipient Contract between The City of Santa Fe and Motiva Corporation for \$55,000, not to exceed.

ATTACHMENTS:

Memo
Summary of Contract
Procurement Checklist
Subrecipient Checklist
Horizon Decline
CPO Determination
Contract Signed by Vendor
Certificate of Insurance
Business License
Active SAMS Profile
Munis Bidder Justification Memo



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3250037 Procurement # (RFP/ITB# If any): Munis Bid #24051

Contractor: Motiva Corporation

Procurement Method/Vehicle: Small Purchase RFP ITB Sole Source GSA Cooperative Exempt SWPA/Existing

Description/Title: _____

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: TBD Upon Signature Term End Date: December 31, 2026 Total Contract Amount: \$55,000.00

Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease: _____

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: _____

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

3. Procurement History: Professional Services Determination Received - Small Purchase through Munis RFQ

John J. [Signature]

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Procured via RFQ #24051

4. Funding Source: ARPA: ECD222400C Org / Object: 2402800.510340

Andy Hopkins

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

5. Grant History (if applicable): ARPA Bright Futures Project Code: ECD222400C

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: Elisa Portillo Phone #: (505) 531-7901

To be recorded by City Clerk: _____ Email: emportillo@santafenm.gov

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: Motiva Corporation

Procurement/contract Title: Recovery Funds Subrecipient Contract Between City of Santa Fe and Motiva Corporation for Professional Services

Procurement Method/Vehicle: Sole Source State Price Agreement/Existing Cooperative Request For Proposals(RFP) Invitation To Bid (ITB) Exempt: 13-1-98

Small Purchase (Contract Under \$60,000) Other: _____

Requesting Department: Economic Development Staff Name: Elisa Portillo

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Written Determination (srvs)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Elisa Portillo Economic Development Specialist 8/30/2024
 Department Point of Contact Title Date

Johanna Nelson Department Director _____ Date
 _____ Sep 19, 2024

[Signature] Chief Procurement Officer _____ Date

ITT Representative _____ Title Date

RECIPIENT CHECKLIST FOR DETERMINING IF THE ENTITY RECEIVING FUNDS HAS A CONTRACTOR OR SUBRECIPIENT RELATIONSHIP

This document is intended to help a recipient of federal funds make a judgment as to whether each agreement it makes, for the disbursement of federal program funds, casts the entity receiving the funds in the role of a subrecipient or a contractor. Based on 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), issued by the U.S. Office of Management and Budget (OMB) on December 26, 2013, and effective for non-federal entities on December 26, 2014, the following information is intended for use by all non-federal entities.

Important Terms:

Recipient: A non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. (See 2 CFR 200.86 of the Uniform Guidance.)

Subrecipient: A non-federal entity that receives a subaward for the purpose of carrying out part of a federal award. The subaward creates a federal assistance relationship with the subrecipient. (See 2 CFR 200.93 & .330 (a) of the Uniform Guidance.)

Contractor: A non-federal entity that receives a contract for the purpose of providing goods and services for the awarding non-federal entity's own use. The contract creates a procurement relationship with the contractor. The Uniform Guidance replaced the term "Vendor" with "Contractor." (See 2 CFR 200.22 & .330 (b) of the Uniform Guidance.)

Instructions: The "Characteristics" column in this checklist is based on language in the Uniform Guidance. The column lists characteristics that support the classification of a non-federal entity as a subrecipient or contractor. Since all of the characteristics listed may not be present in all cases, the Uniform Guidance recognizes that the recipient "...must use judgment in classifying each agreement as a subaward or a procurement contract." (2 CFR 200.330 (c).) In the "Explanations" column, AGA provides additional information to assist in answering the questions under "Characteristics." Answer each question by checking "yes" or "no" where indicated. Based on responses to the questions, a key provided at the end of each section will help in making a judgment as to whether a subrecipient or contractor relationship exists. White space is provided in between the "Characteristics" column and the "Explanation" column so that users can tailor this checklist to accommodate the unique aspects of various programs or jurisdictions.

Note: One check in a subrecipient box does not necessarily mean the entity is a subrecipient. A judgment should be based on the totality of responses.

Office Office of Economic Development
Entity receiving funds Motiva Corporation
Funding Source(s) ARPA Bright Futures

Notes:

CHARACTERISTICS

EXPLANATIONS

Decision Making Authority

200.330 a. 1 Determines who is eligible to receive what Federal assistance;

a. Does the entity determine who is eligible to participate in the federal program?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

200.330 a.3 Has responsibility for programmatic decision making;

a. Does the entity have the ability to make decisions about how services will be delivered to participants, in accordance with federal programmatic requirements?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.4 Provides goods or services that are ancillary to the operation of the Federal program;

b. Does the entity provide goods or services for the recipient's own use?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

b. Does the entity provide services designated by the recipient to serve the recipient's participants without regard to specific federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **EITHER** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the entity determines whether a participant meets a federal program's eligibility requirements for assistance, it is most likely a subrecipient.

A contractor may provide services to clients in a program after eligibility has been determined by the recipient.

If the entity has authority to make decisions regarding the delivery of service, operations, or types of assistance provided within the terms of the agreement, it is typically a subrecipient.

If the entity provides goods or services directly to the recipient or to program participants at the direction of the recipient and does not make programmatic decisions or adhere to program requirements, it is typically a contractor.

Nature of Award

200.330 a. 2 Has its performance measured in relation to whether objectives of a federal program were met;

a. Are the scope of work (or portion, if applicable) and terms and conditions of the agreement the same for the entity as they are for the recipient that received the federal funds?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

a. Is the entity carrying out completion of the goal of the grant (or part, if applicable) as stated in the federal award?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. Does the recipient develop the scope of work and terms and conditions of the agreement to meet the recipient's needs?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

EXPLANATIONS

If the entity is providing a service for the recipient to meet the goal of the grant, it is a contractor; if the entity is providing a service that carries out a goal within the scope of the grant, it is a subrecipient. When a grant program contains multiple goals, it is possible for the recipient to complete part of the goals and for the entity to perform another part.

If the scope of the agreement is per the federal program terms/guidance, the entity is a subrecipient. A subrecipient may also provide programmatic or progress reports to ensure compliance with federal program requirements.

Conversely, if the scope of the agreement is per the recipient's terms and not federal program guidance, and if the recipient's oversight is governed only by the contract terms and conditions, it is a contractor.



200.330 a.4 Is responsible for adherence to applicable Federal program requirements specified in the Federal award;

a. Funding to the entity depends on the entity's ability to best meet the objectives of the award. Although performance is measured against federal award objectives, the entity assumes little risk if the objectives are not met.

Yes No

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. The entity assumes financial risk if they fail to deliver the goods or services agreed upon.

Yes No

If you selected "yes" to item **a**, this is an indicator of a subrecipient relationship. If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Contract

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the funding is given to the entity with a purpose of completing the goal of the grant, the recipient will be required to ensure the entity adheres to federal grant program guidance. The recipient will also be required to monitor the activities of the entity per Uniform Guidance section 200.331. The entity assumes little risk should federal grant guidance not be met. The risk falls with the recipient.

If the recipient directs specific activities to be completed by the entity, by providing goods or services, the risk falls on the entity to deliver, per the agreement terms. In this case, the entity would not be required to adhere to the federal grant program requirements, just the terms and conditions in the agreement with the recipient.

Criteria for Selection

EXPLANATIONS

200.330 a.5 In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

a. Does the entity demonstrate a financial or public need for funding to carry out a project or provide a service?

Yes No

a. Will the entity be contributing match or other non-Federal funding in support of the award?

Yes No

a. Will the entity be reimbursed for only actual costs incurred?

Yes No

OR

200.330 b.3 Normally operates in a competitive environment;

b. Were procurement policies applied in the selection of the entity?

Yes No

b. Was the entity's proposed price a factor in the selection process?

Yes No

b. Will the entity derive a profit from the agreement?

Yes No

If you selected "yes" to **ANY** item **a**, this is an indicator of a subrecipient relationship. If you selected "yes" to **ANY** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the entity was chosen because it has the best widgets or service for the price, it has a contractor relationship with the recipient. Typically, a procurement method is followed, such as a competitive bid or RFP process. In this type of agreement, the entity usually makes a profit by delivering this good or service to the recipient. Payments to contractors are typically made based on contract terms.

Conversely, if the entity was chosen because it was already providing a service within the guidelines of the grant program and wants to partner with the recipient to expand the delivery or assist in meeting the goal of the grant, it may be a subrecipient. Typically, the entity may not make a profit and may provide its own non-federal funding as match or cost sharing. The entity may have been chosen through an application process or an announcement of funding, as opposed to the procurement process described above. Payment to a subrecipient is generally based on actual expenses unless awarded on a fixed amount subaward (2 CFR 200.332). It is typical of subrecipients to submit budgets, financial reports, or copies of invoices to the recipient, to document activity.



Entity's Business Environment

EXPLANATIONS

200.330 b.1 Provides the goods and services within normal business operations;

b. Is the entity's normal business to provide the goods or services being purchased in the agreement? Yes No

200.330 b.2 Provides similar goods or services to many different purchasers;

b. Does the entity provide the same goods or services to other organizations? Yes No

If a federal program provides funding to modify public buildings for handicapped accessibility and the recipient provides funds to an entity to update the entity's building, per the terms of the award, then a subrecipient relationship exists.

Conversely, if the recipient hires an entity to update their own building to be handicapped accessible, then a contractor relationship exists.

If you selected "no" to **EITHER** item, it is an indicator of a subrecipient relationship. If you selected "yes" to **BOTH** items, it is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Determination

EXPLANATIONS

Final Determination

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Review all the entries and make an overall determination of the relationship. **Check the appropriate box in this section.**

Determined by Elisa Portillo
 (enter name of person initially making decision)

7/29/2024
 (date)

Approved by Elisa Portillo
 (enter name of person reviewing)

8/15/2024
 (date)

Based on the relationship determined above, see additional guidance on requirements governing agreements. Section 200.331 - "Requirements for pass-through entities," for subrecipient agreements, Section 200.317 through 200.326 - "Procurement Standards," for contractor agreements.



From: [Matt Loehman](#)
To: [PORTILLO, ELISA M.](#)
Cc: [NELSON, JOHANNA C.](#)
Subject: Re: Request for Review on SOW - Workforce Strategic Development Action Plan
Date: Tuesday, February 27, 2024 4:04:00 PM
Attachments: [image001.png](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Elisa,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Tue, Feb 27, 2024 at 3:45 PM PORTILLO, ELISA M. <emportillo@santafenm.gov> wrote:

Hi Horizons,

I work for the City of Santa Fe, Economic Development Department.

We are offering you the following SOW; can you please review and let us know your determination.

Workforce Strategic Development Action Plan

- a. Develop a strategic action plan for the Office of Economic Development focused on workforce development for Santa Fe. Contractor builds the strategic action plan from collecting local data and community feedback to identify top challenges and corresponding priorities and strategic action. The plan is in alignment with the

broader, local, regional and statewide economic development strategic plan efforts.

Deliverables:

- Identify local key performance identifiers and data sets relevant to workforce development
- Collect workforce data from primary and secondary data sources, including interviews with key stakeholders. Assess and utilize workforce plans already written.
- Identify top challenges in the local workforce system.
- Work with OED and local stakeholders to identify priorities and strategic action plan.
- Identify roles and responsibilities for stakeholders.
- Include strategies to address and solve for challenges within marginalized populations.
- Convene top industry leaders to understand needs and gaps for services and resources.
- Work with OED to align efforts to the broader economic development strategies in development locally and statewide.
- Identify and understand key barriers to workforce including socially and economically disadvantaged Individuals.
- Partner and collaborate with other workforce development organizations
- Upon project completion, provide OED with economic impact report along with presentation to the City of Santa Fe's Economic Development Advisory Committee.

Metrics:

- # of Community Outreach events
- # of stakeholders engaged
- # participants at events
- # of participating employers
- Plan completed

We appreciate your time to review this!

Thank you,

Lizzy Portillo

Economic Development Specialist

Office of Economic Development



emportillo@santafenm.gov

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [PORTILLO, ELISA M.](#)
Cc: [NELSON, JOHANNA C.](#); [Purchasing DET](#)
Subject: RE: ARPA Request for Determination - Workforce Strategic Development Action Plan
Date: Tuesday, March 5, 2024 4:05:03 PM
Attachments: [image001.png](#)

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
 - IT components - ereview@santafenm.gov
 - Vehicles – dmjaramillo@santafenm.gov
 - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
 - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented [procedures/laws/rules](#) are followed. _
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the

subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
 - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
 - <https://naspo.valuepoint.org/categories/>
 - <https://www.omniapartners.com/publicsector/contracts>
 - <https://www.buyboard.com/home.aspx>
 - <https://www.h-gac.com/Home>
 - <https://www.gsaelibrary.gsa.gov/>
 - <https://www.sourcewell-mn.gov/contract-search>

- Submit or send your request to the appropriate MS Teams channel or email address:
 - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - Determination requests to purchasing_det@santafenm.gov
 - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: PORTILLO, ELISA M. <emportillo@santafenm.gov>

Sent: Tuesday, February 27, 2024 3:45 PM

To: Purchasing DET <purchasing_det@santafenm.gov>

Cc: NELSON, JOHANNA C. <jcnelson@santafenm.gov>

Subject: ARPA Request for Determination - Workforce Strategic Development Action Plan

Hi Procurement Team,

Requesting written determination on the following project for **ARPA** funding

Workforce Strategic Development Action Plan

- a. Develop a strategic action plan for the Office of Economic Development focused on workforce development for Santa Fe. Contractor builds the strategic action plan from collecting local data and community feedback to identify top challenges and corresponding priorities and strategic action. The plan is in alignment with the broader, local, regional and statewide economic development strategic plan efforts.

Deliverables:

- Identify local key performance identifiers and data sets relevant to workforce development
- Collect workforce data from primary and secondary data sources, including interviews with key stakeholders. Assess and utilize workforce plans already written.
- Identify top challenges in the local workforce system.
- Work with OED and local stakeholders to identify priorities and strategic action plan.
- Identify roles and responsibilities for stakeholders.
- Include strategies to address and solve for challenges within marginalized populations.
- Convene top industry leaders to understand needs and gaps for services and resources.
- Work with OED to align efforts to the broader economic development strategies in development locally and statewide.
- Identify and understand key barriers to workforce including socially and economically disadvantaged Individuals.

- Partner and collaborate with other workforce development organizations
- Upon project completion, provide OED with economic impact report along with presentation to the City of Santa Fe's Economic Development Advisory Committee.

Metrics:

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- Plan completed

We appreciate your time to review this!

Thank you, Procurement Team,

Lizzy Portillo

Economic Development Specialist

Office of Economic Development



CITY OF SANTA FE
ECONOMIC DEVELOPMENT

emportillo@santafenm.gov

**RECOVERY FUNDS SUBRECIPIENT
CONTRACT BETWEEN CITY OF SANTA FE AND
MOTIVA CORPORATION
FOR PROFESSIONAL SERVICES]**

FEDERAL AWARD IDENTIFICATION

In accordance with the Code of Federal Regulations (CFR), 2 C.F.R. Part 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Awarding Office	United States Department of the Treasury
Grant Program	Coronavirus State and Local Recovery Fund
Federal Award Identification Number	
Federal Award Date	June 9, 2021
Award End Date	September 30, 2026
Research and Development Award?	No
Federal Statutory Authority	3206 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), codified as 15 USC 9058d (15 U.S.C. 9058 (d))
Total Amount in Federal Award (this is not the amount in the grant agreement)	\$15,000,000.00

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City”, and **Motiva Corporation** herein after referred to as the “Contractor” or “Subrecipient”

RECITALS

WHEREAS, the City, as a recipient of a State and Local Fiscal Recovery Funds (SLFRF) award, has substantial discretion to use the award funds in the ways that best suit the needs of the City if such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
4. To make necessary investments in water, sewer, or broadband infrastructure;

WHEREAS this Contract falls within the 1st statutory category;

WHEREAS, recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable;

WHEREAS, the Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate; and

WHEREAS, Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

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. "Subrecipient" means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. 2 C.F.R. § 200.1

D. "You" and "your" refers to **Motiva Corporation** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The U.S. Department of Treasury "Treasury" has provided funds, through its SLFRF Program, to the City who is then subawarding this same funding to the subrecipient in accordance with this Agreement. The subrecipient shall perform the services and tasks described in the Scope of Work attached as "**Exhibit A.**" Subrecipients shall follow strict compliance with all applicable federal, state, or local laws, regulations, and administrative policies, including, but not limited to, the references above as well as the following:

- (a) subrecipient will comply with the Code of Federal Regulations (C.F.R.).
- (b) subrecipient will comply with 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as well as any specific federal departmental grant requirement in other sections of the C.F.R.
- (c) subrecipient will adhere to both the Federal Procurement Laws contained in 2 C.F.R. Part 200.318 to 200.326 as well as the State Procurement Laws for Political Subdivisions contained in the New Mexico Procurement Code.
- (d) subrecipient will adhere to the requirements of the Treasury's SLFRF Program.
- (e) subrecipient will adhere to the Scope of Work and Budget in Exhibits A and B.
- (f) subrecipient will comply with Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 where applicable.
- (g) subrecipient will incorporate, where applicable, the contractual provision requirements outlined in 2 C.F.R. Part 200.326 which is further discussed in Section 7 of this Agreement.
- (h) subrecipient will comply, when applicable, with any applicable national policy requirements for federal grants which is further discussed in section 7 of this agreement.
- (i) subrecipient will not pay any contractor who is listed by the federal government as debarred and/or suspended which is further discussed in section 7 of this agreement. subrecipient agrees to alert the city immediately if a contractor working for the subrecipient becomes debarred or suspended.
- (j) Subrecipient acknowledges and agrees that the City is a “recipient” of SLFRF funds as such term is used in the SLFRF regulations, and subrecipient shall provide, upon the reasonable request of the City, financial and performance reports sufficient to demonstrate subrecipient’s compliance with SLFRF and as otherwise necessary for City to satisfy the subrecipient monitoring and management requirements of 2 C.F.R. Part 200.331 to 200.333.

Pursuant to information submitted to the City for inclusion in the Treasury's SLFRF Program, the subrecipient shall perform the following tasks:

- Properly procure and complete the project substantially as described in Exhibit A and Exhibit B, Scope of Work and Budget. Any and all expenses associated with the project are the sole responsibility of the Subrecipient. The ownership of any property furnished hereunder will be the property of the subrecipient. The subrecipient shall have the sole responsibility to maintain possession of the said property, maintain the property, repair the property when needed and maintain any applicable insurance amounts. Any future costs related to these requirements remain the sole responsibility of the subrecipient. The subrecipient agrees to notify the City and the Treasury, in writing, and request the preferred method of disposition for any property or equipment purchased with federal funds if said property or equipment is no longer of use to the subrecipient. In addition, if an annual inventory is requested by the City then the subrecipient will provide prompt access to all inventory records.

3. **Compensation**

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable.

A. Payment. The total compensation under this Agreement shall not exceed fifty five thousand dollars (\$55,000) including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

B. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address.

In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. The contractor may use SLFRF funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, if the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the subrecipient prior to March 3, 2021 are not eligible, as provided for in Treasury's final rule. Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have

been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d).

4. **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 12 months from the date of the final signature 12 months from the date of the final signature. In no event will the term exceed the duration of four (4) years allowed by statute, NMSA 1978, § 13-1-150.

5. **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 Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor 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 Contractor; 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 Contractor 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.

6. **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) 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.*

7. **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.

8. **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.

9. **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.

10. **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.

11. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

12. **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.

13. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor 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. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. **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.

15. **Reporting, Monitoring, and Review**

a. Requirements

The subrecipient is required to participate in monitoring and review activities necessary to assess the work performed under the Subaward and determine whether the Subrecipient has timely achieved the Scope of Work stated in Exhibit A to this Subaward. The ongoing monitoring of the subrecipient will reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

b. Risk Assessment

The risk assessment may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight.

c. Monitoring

Monitoring and review activities will be detailed in a Monitoring Plan based on the City's risk assessment of the subrecipient and will be provided to the subrecipient. The Monitoring Plan may include, but not be limited to, the subrecipient's technical progress compared to the intended milestones and deliverables; the subrecipient's actual expenditures compared to the approved budget, review of subrecipient's reimbursement requests including detailed backup documentation, or other subject matter specified by the City.

d. Performance and Final Status

Subrecipient shall submit all financial, performance and other reports to the city no later than forty-five (45) calendar days after the end of the initial term if no extension terms are exercised, or the final extension term exercised by the City, containing an evaluation and review of subrecipient's performance and the final status of subrecipient's obligations hereunder.

e. Violations Reporting

Subrecipient shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 C.F.R. Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

f. Inspection

SUBRECIPIENT shall permit the City, the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe SUBRECIPIENT Records during the Record Retention Period. SUBRECIPIENT shall make SUBRECIPIENT Records available during normal business hours at SUBRECIPIENT's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the City, unless the City determines that a shorter period of notice, or no notice, is necessary to protect the interests of the City.

g. Final Audit Report

SUBRECIPIENT shall promptly submit to the City a copy of any final audit report of an audit performed on SUBRECIPIENT's records that relates to or affects this Agreement or the Work, whether the audit is conducted by SUBRECIPIENT or a third party. Additionally, if SUBRECIPIENT is required to perform a single audit under 2 C.F.R. Part 200.501, *et seq.*, then SUBRECIPIENT shall submit a copy of the results of that audit to the City within the same timelines as the submission to the federal government.

16. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body 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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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, § 38-3-2. 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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **Insurance**

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

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

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

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.

D. Professional Liability Insurance
Contractor shall maintain professional liability insurance throughout the term of this Contract 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 Contract.

33. **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.

34. **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.

35. **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.

36. **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 or 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:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) 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:

- 1) 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;
 - 2) replace or modify the product or service so that it becomes non-infringing;
- or,
- 3) 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.

37. **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.

38. **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.

39. **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 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.

40. **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.

To the City: Johanna Nelson 123 E Marcy St. Suite 205, Santa Fe, N.M. 87501

To the Contractor: Krista Kelley 306 Plaza Consuelo, Bernalillo, N.M. 87004

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 the Contractor: Krista Kelley 306 Plaza Consuelo, Bernalillo, N.M. 87004

41. **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:

CONTRACTOR:
Motiva Corporation

John Blair
John Blair (Sep 24, 2024 16:42 MDT)
JOHN BLAIR, CITY MANAGER

Krista Kelley
Krista Kelley (Aug 14, 2024 16:10 MDT)
KRISTA KELLEY, Chief Executive Officer

DATE: Sep 24, 2024

DATE: Aug 14, 2024
CRS# 0320978600

Registration # _____

ATTEST:


GERALYN CARDENAS, INTERIM CITY CLERK

xiv

CITY ATTORNEY’S OFFICE:

Patricia Feghali
Patricia Feghali (Aug 13, 2024 08:59 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

Exhibit A: Scope of Work

Objective:

Analyze local workforce development data sets and information to develop a strategic action plan for the Office of Economic Development focused on supporting workforce development efforts for Santa Fe residents. Contractor builds the strategic action plan from collecting local, state and national data along with community feedback to identify top challenges and corresponding priorities for strategic action for the City of Santa Fe's Office of Economic Development. The plan is in alignment with the broader, local, regional, and statewide economic development strategic plan efforts and mission focused on workforce development. The contract awards up to \$55,000.

Deliverables:

Analysis

- Work with OED to identify and recommend local key performance identifiers and data sets along with analysis approaches relevant to workforce development.
 - Provide data sets to OED in a shareable format.
 - Work with OED to consider and make recommendations on how to publicize information, including utilizing the Santa Fe Data Platform.
 - Include a SWOT analysis
 - Include review of top performing industries regarding economic impact
 - Identify key areas of high industry growth that have potential for career pathways
- Collect workforce data from primary and secondary data sources, including interviews with key stakeholders.
 - Assess and utilize workforce plans already written including Somos Un Pueblo Unido's Hispanic Immigrant ED Plan, Department of Workforce Solution State Workforce Development Plan, The REDI Plan, and North Central's Economic Development Districts CEDS.
 - Utilize findings from OED's efforts in the National League of Cities Academy which include insights from top industry leaders.
 - Consider and make recommendations to OED how to publicize information and utilize the Santa Fe Data Platform.

Recommendations and Strategic Action Plan

- Within the Strategic Action Plan, identify key challenges, identify priorities, and identify strategic action within a comprehensive strategic action plan.
- Identify roles and responsibilities for stakeholders in the strategic action plan.
- Review and make recommendations on the top targeted industries for OED.

- Through analysis, identify top challenges and barriers in the local workforce system tied to key performance indicators.
- Through analysis identify top strengths and opportunities within Santa Fe labor force.
- Include strategies to address and solve for challenges faced by marginalized populations, including Hispanic immigrants, and socially and economically disadvantaged individuals.
- Consider including strategies that support economic mobility and addressing issues faced by unhoused populations.
- Work with OED to align efforts to the broader economic development strategies that are in development locally, regionally, and statewide.
- Partner and collaborate with other workforce development organizations to build work in alignment with efforts underway.
- Provide strategies for deployment and community engagement.
- Provide recommendations on data to continue tracking for insights in workforce development performance.
- Upon project completion, provide OED with an executive report along with presentation to the City of Santa Fe's Economic Development Advisory Committee and upon request to the City Council or Quality of Life.

Metrics to be Reported to the City:

- # of stakeholders engaged
- # of participating employers
- # of local workforce development plans analyzed
- # of key workforce development metrics identified
- # of community outreach events
- # participants at community events
- Strategic Action Plan completed

Exhibit B: Budget

CITY OF SANTA FE WORKFORCE DEVELOPMENT PLAN BUDGET MOTIVA CORPORATION	
ANALYSIS	COST \$ 22,400.00

- **Work with OED to identify and recommend local key performance identifiers and data sets along with analysis approaches relevant to workforce development.**

- o Provide data sets to OED in a shareable format.
- o Work with OED to consider and make recommendations on how to publicize information, including utilizing the Santa Fe Data Platform.
- o Include a SWOT analysis
- o Include review of top performing industries regarding economic impact
- o Identify key areas of high industry growth that have potential for career pathways

- **Collect workforce data from primary and secondary data sources, including interviews with key stakeholders.**

- o Assess and utilize workforce plans already written including Somos Un Pueblo Unido’s Hispanic Immigrant ED Plan, Department of Workforce Solution State Workforce Development Plan, The REDI Plan, and North Central’s Economic Development Districts CEDS.
- o Utilize findings from OED’s efforts in the National League of Cities Academy which include insights from top industry leaders.
- o Consider and make recommendations to OED how to publicize information and utilize the Santa Fe Data Platform.

RECOMMENDATIONS AND STRATEGIC PLAN	\$32,600
---	-----------------

- Within the Strategic Action Plan, identify key challenges, identify priorities, and identify strategic action within a comprehensive strategic action plan.
- Identify roles and responsibilities for stakeholders in the strategic action plan.
- Review and make recommendations on the top targeted industries for OED.
- Through analysis, identify top challenges and barriers in the local workforce system tied to key performance indicators.
- Through analysis identify top strengths and opportunities within Santa Fe labor force.
- Include strategies to address and solve for challenges faced by marginalized populations, including Hispanic immigrants, and socially and economically disadvantaged individuals.
- Consider including strategies that support economic mobility and addressing issues faced by unhoused populations.
- Work with OED to align efforts to the broader economic development strategies that are in development locally, regionally, and statewide.
- Partner and collaborate with other workforce development organizations to build work in alignment with efforts underway.
- Provide strategies for deployment and community engagement.
- Provide recommendations on data to continue tracking for insights in workforce development performance.
- Upon project completion, provide OED with an executive report along with presentation to the City of Santa Fe’s Economic Development Advisory Committee and upon request to the City Council or Quality of Life.

TOTAL	\$55,000.00	Inclusive of NMGRT
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City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: MOTIVA CORPORATION
DBA: MOTIVA CORPORATION

Business Location: 306 PLAZA CONSUELO
BERNALILLO, NM 87004

Owner: KRISTA KELLEY

License Number: 227928

Issued Date: April 12, 2024

Expiration Date: April 12, 2025

CRS Number: 03209786007

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

MOTIVA CORPORATION
306 PLAZA CONSUELO
BERNALILLO, NM 87004

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 TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/31/2024

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  JAKE GARCIA 180 E HIGHWAY 550 SUITE E BERNALILLO, NM 87004	CONTACT NAME: JAKE GARCIA PHONE (A/C No. Ext): 505-588-2923 E-MAIL ADDRESS: JAKE@JAKENEWMEXICOSF.COM	FAX (A/C, No): 505-404-8175
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company	
INSURED MOTIVA CORPORATION 306 PLAZA CONSUELO BERNALILLO NM 87004-6619	INSURER B:	<input type="checkbox"/>
	INSURER C:	<input type="checkbox"/>
	INSURER D:	<input type="checkbox"/>
	INSURER E:	<input type="checkbox"/>
	INSURER F:	<input type="checkbox"/>

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
X	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		91-BV-P789-2	09/21/2023	09/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	213 7932-A09-31B	01/09/2024	07/09/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insured:

CITY OF SANTA FE

CERTIFICATE HOLDER**CANCELLATION**

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

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2024

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	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company	
INSURED MOTIVA CORPORATION 306 PLAZA CONSUELO BERNALILLO NM 87004-6619	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		91-BV-P789-2	09/21/2024	09/21/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	213 7932-A09-31B	07/09/2024	01/09/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insured:

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SANTA FE

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

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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Entity Workspace Results 1 Total Results

MOTIVA CORP

Unique Entity ID: NFSYUM7WB2M9

CAGE/NCAGE: 6BDQ0

Entity Status: Active Registration

Doing Business As:

Physical Address:

306 PLAZA CONSUELO
BERNALILLO , NM
87004-6619 USA

Expiration Date:

Apr 15, 2025

Purpose of Registration:

All Awards



City of Santa Fe New Mexico

Memorandum



Date: September 12th, 2024

From: Elisa Portillo, Economic Development Specialist, emportillo@santafenm.gov

Subject: **Evaluation Justification: ARPA Workforce Development Action Plan RFQ**

Vendor: **Motiva Corporation [Vendor #8859]**

ITEM AND ISSUE:

This is a justification memo for proof of three or more received vendor proposals in addition to the awarding of ARPA subrecipient funds to Motiva Corporation as the selected vendor for the *Workforce Development Strategic Action Plan* ARPA request for quotes (RFQ) from the Office of Economic Development (OED).

There are six bidders on this RFQ. Five bids were submitted in the Munis system. One additional bid was received via email before the listed deadline in the Munis system because of a vendor Munis error. A rating system was used by OED to review and rate the six proposals received based on evaluation criteria outlined in the *Workforce Development Strategic Action Plan* RFQ. The evaluation team includes Mariela Velez, Johanna Nelson and Elisa Portillo. Motiva Corporation's average rated the highest among the proposals received and was awarded the procurement. OED has been in communication with the CPO about these details and was advised to include an evaluation report, attached.

BACKGROUND AND SUMMARY:

Office of Economic Development has gone through the process of Request for Quotes (RFQ) in the Munis Bid system for this small purchase not to exceed \$55,000. The Munis bid number for this procurement is #24051. Five bids were received in the system one did not include a proposal or attachments. One additional bid was received via email before the listed deadline in the Munis system because the vendor claimed their bid was submitted on their end but was not appearing as such on our end. A rating system was used by OED to review and rate the proposals received based on evaluation criteria outlined in the *Workforce Development Strategic Action Plan* RFQ. Motiva Corporation rated the highest among the proposals received. Below is a screen cap of the average scores. The full rating, notes, and breakdown of Mariela Velez, Johanna Nelson, and Elisa Portillo's scores are available by emailing emportillo@santafenm.gov.

PROCUREMENT METHOD:

This contract is for \$55,000, not to exceed. The Procurement method is small purchase utilizing the request for quotes (RFQ) process through Munis, bid number #24051.

CONTRACT NUMBER:

The FY25 Munis contract number: 3250037

Munis Bid Number: 24051

The ARPA FY25 Project ledger number: ECD222400C

ACTION REQUESTED:

Please accept this justification memo as proof of three bids received, and to award Motiva Corporation the ARPA RFQ *Workforce Development Strategic Action Plan* RFQ Munis Bid number #24051

	Average
Economic and Employment Information Center of New Mexico	19.33333333
Motiva Corporation	24
Innovate Educate NM	21
Nancy Nachman (Did not provide an attachment)	0
Prospera Partners	23
Provident Consultants	15.33333333











ARPA Workforce Strategic Plan_Motiva Corporation


Final Audit Report

2024-09-22

Created:	2024-09-18
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0MjsOB1MktkZgw25Ue4APewpJWjis4oX

"ARPA Workforce Strategic Plan_Motiva Corporation" History


-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-09-18 - 11:24:50 PM GMT- IP address: 97.182.211.109
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-09-18 - 11:28:27 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-09-19 - 8:22:25 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-09-19 - 8:22:59 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-09-19 - 8:23:03 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-09-19 - 9:00:03 PM GMT- IP address: 63.232.20.2
-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2024-09-19 - 9:04:12 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-09-19 - 9:04:16 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-09-20 - 10:33:17 PM GMT- IP address: 174.215.22.49
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-09-20 - 10:38:03 PM GMT - Time Source: server- IP address: 174.215.22.49

 Document sent to JOHN BLAIR (jwblair@santafenm.gov) and lsarchulettamaestas@santafenm.gov for signature. One of them to sign


2024-09-20 - 10:38:07 PM GMT

 Email viewed by JOHN BLAIR (jwblair@santafenm.gov)

2024-09-22 - 0:06:07 AM GMT- IP address: 104.47.64.254

 Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair

2024-09-22 - 0:06:23 AM GMT- IP address: 108.45.157.37

 Document e-signed by John Blair (jwblair@santafenm.gov)

Signature Date: 2024-09-22 - 0:06:25 AM GMT - Time Source: server- IP address: 108.45.157.37

 Agreement completed.

2024-09-22 - 0:06:25 AM GMT

Signature: 
XAVIER VIGIL (Sep 24, 2024 16:38 MDT)

Email: xivigil@santafenm.gov











24-0570 Motiva Corporation

Final Audit Report

2024-09-25

Created:	2024-09-24
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM9Wwqy4_3lvmlGDDcuqv8hNTHDN0o35t

"24-0570 Motiva Corporation" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-09-24 - 10:33:55 PM GMT - IP address: 63.232.20.2
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2024-09-24 - 10:38:16 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JOHN BLAIR (jwblair@santafenm.gov) for signature
2024-09-24 - 10:38:19 PM GMT
-  Email viewed by JOHN BLAIR (jwblair@santafenm.gov)
2024-09-24 - 10:40:44 PM GMT - IP address: 104.47.65.254
-  Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair
2024-09-24 - 10:42:02 PM GMT - IP address: 75.104.94.88
-  Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2024-09-24 - 10:42:04 PM GMT - Time Source: server- IP address: 75.104.94.88
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-09-24 - 10:42:07 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-09-25 - 4:43:37 PM GMT - IP address: 104.47.64.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-09-25 - 4:43:55 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-09-25 - 4:43:55 PM GMT