



City of Santa Fe New Mexico

Memorandum



Date: September 5th, 2024

To: John Blair, City Manager

Via: Emily Oster, Finance Department Director *Emily K. Oster*
Travis Dutton-Leyda, Chief Procurement Officer *T. Dutton-Leyda*
Johanna Nelson, Economic Development Director *Johanna Nelson* 9/6/2024

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

Subject: **ARPA: College Prep and Career Pathway Connection**

Vendor: **College and Career Plaza [Vendor #9641]**

ITEM AND ISSUE:

Request for Approval of American Rescue Plan Act (ARPA) Recovery Funds Subrecipient Contract with College and Career Plaza for College Prep and Career Pathway Connection Programming to Provide Support and Develop Programming to Provide Opportunities for High School and College Age Populations for Career Discovery and College Preparation Including Making Connections to Internships, Mentorships and Other Supportive Workforce Development Resources in the Total Amount of \$50,000 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 support and strengthen College and Career Plaza's College Prep and Career Pathway Connection Programming as a means to provide economic opportunity for opportunity youth.

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 College and Career Plaza creates the deployment of programming to supplement and strengthen youth career discovery and college preparation including making connections to internships, mentorships and other supportive resources to increase workforce opportunities. The focus of this initiative is to provide support and develop programming to provide opportunities for high school and college age populations among the marginalized youth population of Santa Fe. This initiative will also strengthen workforce opportunities.

PROCUREMENT METHOD:

This contract is for \$50,000, 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: 3250035

Munis Bid Number: 24042

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 College and Career Plaza for \$50,000, not to exceed.

ATTACHMENTS:

Memo

Summary of Contract

Procurement Checklist

Subrecipient Checklist

Horizon Decline

CPO Determination

Contract Signed by Vendor

Certificate of Insurance

New Mexico Business Registration Certification

Active SAMS Profile

Munis Bidder Justification Memo

Project Ledger Form



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: 3250035 Procurement # (RFP/ITB# If any): Munis Bid #: 24042

Contractor: College and Career Plaza

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

Description/Title: College Prep and Career Pathway Connection

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: TBD upon signature Term End Date: December 31, 2026 Total Contract Amount: \$50,000

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

Contract / Lease: Contract

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

Increase/(Decrease) Amount \$: N/A

Extend Expiration Date to: N/A

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

Amendment is for: N/A

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

Request for (ARPA) Recovery Funds Subrecipient Contract with College and Career Plaza for College Prep and Career Pathway Connection Programming to Provide Support and Develop Programming to Provide Opportunities for High School and College Age Populations for Career Discovery and College Preparation Including Making Connections to Internships, Mentorships and Other Supportive Workforce Development Resources in the Total Amount of \$50,000 Through December 31, 2026 +

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

[Signature] _____ Oct 11, 2024
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: NMSA 1978, Section 13-1-125

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

Andy Hopkins _____ Oct 11, 2024
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: College and Career Plaza

Procurement/contract Title: Recovery Funds Subrecipient Contract Between City of Santa Fe and College and Career Plaza 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)			

<u>Elisa Portillo</u>	<u>Economic Development Specialist</u>	<u>9/5/2024</u>
Department Point of Contact	Title	Date
<u>Johanna Wilson</u>		<u>9/6/2024</u>
Department Director		Date
<u>[Signature]</u>		<u>Oct 11, 2024</u>
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 City of Economic Development
Entity receiving funds College and Career Plaza
Funding Source(s) ARPA- Bright Futures

Notes:

RFQ- College Prep and Career Pathway

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

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

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

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

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

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

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

OR

200.330 b.3 Normally operates in a competitive environment;

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

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

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

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

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

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

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.



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
✓	

Determination

EXPLANATIONS

Final Determination

Subrecipient	Contractor
✓	

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

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

06/26/2024
 (date)

Approved by Elisa Portillo
 (enter name of person reviewing)

8/12/2024
 (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 - College Prep and Career Pathway Connection
Date: Tuesday, February 27, 2024 4:03:25 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,

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 3:50 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.

College Prep and Career Pathway Connection (Youth Career Prep with connections to employment)

- a. Support and develop programming to provide opportunities for high school and

college age populations for career discovery and college preparation including making connections to internships, mentorships and other supportive workforce development resources.

Deliverables:

- Create partnerships with local employers in key local industries for internships
- Offer career mentorships
- Host career resource events
- Offer life-skill training
- Offer interview skills preparation and training
- Engage and work with local educational organizations to provide assistance with FAFSA support and technical assistance
- Offer resume building support and training workshops
- Focus on supporting socially and economically disadvantaged youth
- Provide translation services for populations which speak primarily Spanish.
- Upon project completion, provide OED with economic impact report along with presentation to the City of Santa Fe's Economic Development Advisory Committee.
- Increase awareness of college and career prep resources for local City of Santa Fe residents.

Metrics:

- # of community events and workshops
- # of students in mentorships
- # of participants in workshops and programming (resumes, FAFSA, interview prep)
- # of students enrolled in college or technical skills programming
- # of students placed in employment
- # of businesses offering internships

- # of educational organizations participating

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.](#); [Purchasing DET](#)
Cc: [NELSON, JOHANNA C.](#)
Subject: RE: ARPA Request for Determination - College Prep and Career Pathway Connection
Date: Tuesday, March 5, 2024 3:41:10 PM
Attachments: [image001.png](#)

Greetings,

The scope of work as written would be General 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 (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes 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, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < \$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.
- Please keep this as part of the procurement file for future reference.

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.

- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement 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 3:49 PM

To: Purchasing DET <purchasing_det@santafenm.gov>

Cc: NELSON, JOHANNA C. <jcnelson@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Subject: ARPA Request for Determination - College Prep and Career Pathway Connection

Hi Procurement Team,

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

College Prep and Career Pathway Connection (Youth Career Prep with connections to employment)

- a. Support and develop programming to provide opportunities for high school and college age populations for career discovery and college preparation including making connections to internships, mentorships and other supportive workforce development resources.

Deliverables:

- Create partnerships with local employers in key local industries for internships
- Offer career mentorships
- Host career resource events
- Offer life-skill training
- Offer interview skills preparation and training
- Engage and work with local educational organizations to provide assistance with FAFSA support and technical assistance
- Offer resume building support and training workshops
- Focus on supporting socially and economically disadvantaged youth
- Provide translation services for populations which speak primarily Spanish.
- Upon project completion, provide OED with economic impact report along

with presentation to the City of Santa Fe's Economic Development Advisory Committee.

- Increase awareness of college and career prep resources for local City of Santa Fe residents.

Metrics:

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- # of students enrolled in college or technical skills programming
- # of students placed in employment
- # of businesses offering internships
- # of educational organizations participating

We appreciate your time to review this!

Thank you, Procurement Team,

Lizzy Portillo

Economic Development Specialist

Office of Economic Development



emportillo@santafenm.gov

**RECOVERY FUNDS SUBRECIPIENT
CONTRACT BETWEEN CITY OF SANTA FE
AND COLLEGE AND CAREER PLAZA
FOR GENERAL 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 College and Career Plaza 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 1 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 (College & Career Plaza). "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.**" Subrecipient shall maintain 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 & 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 Scope of Work and Budget (Exhibits A and B). 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 thousand dollars (\$50,000) 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 shall end 12 months from the final signature. In no event will the term exceed the duration 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.

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

- 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, Office of Economic Development, 123 E. Marcy, Suite 205, Santa Fe, NM 87505

To the Contractor: Alliyah Noor, College and Career Plaza, 3201 Zafarano Dr. Suite C, #484, Santa Fe, NM 87507

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: Alliyah Noor, College and Career Plaza, 3201 Zafarano Dr. Suite C, #484, Santa Fe, NM 87507

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:
College and Career Plaza

John Blair

John Blair (Oct 14, 2024 16:43 EDT)

JOHN BLAIR, CITY MANAGER

Alliyah Noor

Alliyah Noor (Jul 17, 2024 16:48 MDT)

ALLIYAH NOOR
EXECUTIVE DIRECTOR

DATE: Oct 14, 2024

DATE: Jul 17, 2024

CRS#03-518082-00-0 _____

Registration # _____

ATTEST:

GERALYN

GERALYN CARDENAS, INTERIM CITY CLERK

xiv

CITY ATTORNEY'S OFFICE:

Patricia Feghali

Patricia Feghali (Jul 17, 2024 16:57 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Exhibit A: Scope of Work

Objective:

College and Career Plaza is to provide support and develop programming to provide opportunities for high school and college age populations for career discovery and college preparation including making connections to internships, mentorships and other supportive workforce development resources.

Scope of Work:

College and Career Plaza will be responsible for the following:

Deliverables:

- Create partnerships with local employers in local key industries for internships
- Offer career mentorships
- Host career resource events
- Offer life-skill training
- Offer interview skills preparation and training
- Engage and work with local educational organizations to provide assistance with FAFSA support and technical assistance
- Offer resume building support and training workshops
- Focus on supporting socially and economically disadvantaged youth
- Provide translation services for populations which speak primarily Spanish.
- Upon project completion, provide OED with economic impact report along with presentation to the City of Santa Fe's Economic Development Advisory Committee.
- Increase awareness of college and career prep resources for local City of Santa Fe residents.

Metrics to Be Reported to the City:

- # of community events and workshops
- # of students in mentorships
- # of participants in workshops and programming (resumes, FAFSA, interview prep)
- # of students enrolled in college or technical skills programming
- # of students placed in employment
- # of businesses offering internships
- # of educational organizations participating

Exhibit B: Budget

Budget Submitted by College and Career Plaza in RFQ Proposal:

College Prep and Career Pathway Connection Project Budget				
FISCAL YEAR 2024/2025				
Income				
City of Santa Fe OED		\$50,000		
Total Income		\$50,000		
Project Expenses				
Executive Director	Project Oversight and Admin	\$4,000	4.7% of annual gross salary	\$85,000
Program Director	Project Implementation & Mgmt	\$26,000	40% of annual gross salary	\$65,000
Site Coordinator Santa Fe High School	Student Services	\$5,000	10% of annual gross salary	\$50,000
Site Coordinator Capital High School	Student Services	\$5,000	10% of annual gross salary	\$50,000
Site Coordinator Santa Fe Indian School	Student Services	\$5,000	10% of annual gross salary	\$50,000
Site Coordinator Monte del Sol Charter	Student Services	\$5,000	10% of annual gross salary	\$50,000
Total Expenses		\$50,000		







ARPA - College Prep... - Subrecipient Contract - Final CAO

Final Audit Report

2024-07-17

Created:	2024-07-17
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbDHqOTx9PTJ4j5clOEJGjZqhCAV5vBg0

"ARPA - College Prep... - Subrecipient Contract - Final CAO" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-07-17 - 10:24:28 PM GMT- IP address: 63.232.20.2
-  Document emailed to alliyah@collegecareerplaza.org for signature
2024-07-17 - 10:25:09 PM GMT
-  Email viewed by alliyah@collegecareerplaza.org
2024-07-17 - 10:38:39 PM GMT- IP address: 74.125.215.128
-  Signer alliyah@collegecareerplaza.org entered name at signing as Alliyah Noor
2024-07-17 - 10:48:51 PM GMT- IP address: 174.56.3.208
-  Document e-signed by Alliyah Noor (alliyah@collegecareerplaza.org)
Signature Date: 2024-07-17 - 10:48:53 PM GMT - Time Source: server- IP address: 174.56.3.208
-  Document emailed to pfeghali@santafenm.gov for signature
2024-07-17 - 10:48:55 PM GMT
-  Email viewed by pfeghali@santafenm.gov
2024-07-17 - 10:56:48 PM GMT- IP address: 104.47.65.254
-  Signer pfeghali@santafenm.gov entered name at signing as Patricia Feghali
2024-07-17 - 10:57:06 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Patricia Feghali (pfeghali@santafenm.gov)
Signature Date: 2024-07-17 - 10:57:08 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-07-17 - 10:57:08 PM GMT



STATE OF NEW MEXICO
OFFICE OF THE ATTORNEY GENERAL



Registry of Charitable Organizations
P.O. Drawer 1508
Santa Fe, NM 87504-150
charity.registrar@nmag.gov
(505) 717-3500 or 1-844-255-9210

RAÚL TORREZ
ATTORNEY GENERAL

NM Charitable Organization Registration Statement

Tax Year 2022 - fiscal period beginning 7/1/2022 and ending 6/30/2023

Status is Registration Amended (20223712331347403) as of 11/9/2023

For up to date status information, visit <https://secure.nmag.gov/CharitySearch/CharityDetail.aspx?FEIN=84-3961213>

Charity Name: College and Career Plaza

FEIN: 84-3961213

Website Address: www.collegecareerplaza.org

E-Mail Address: alliyah@collegecareerplaza.org

Fiscal Year End Month: 06 *Day:* 30

Incorporated: Yes *State:* NM *Date:* 12/12/2019

Organization Type:

Establish Date:

Other Names for Charity: College and Career Plaza

Primary Address: 5313 Circita del Sur
Santa Fe, NM 87507

Mailing Address: 5313 Circita del Sur
Santa Fe, NM 87507

Other Addresses: No Other Addresses

Phone Numbers: 5059199445 (Mobile)

NTEE Classifications: B80 Student Services

Charity Purpose: To provide college access and career development guidance and education to high school students in Northern New Mexico.

Solicitation Methods: Personal Contact
E-Mail
Special Events
Supported by Trust or Grant

Charity Individuals:

Name: Garcia, Lorissa

Position Title: Board Member

Annual

Compensation: \$0.00

Address: 5313 Circita del Sur
Santa Fe, NM 87507

Name: Gardner, Leah

Position Title: Board Member

leahcgardner@gmail.com

Annual

Compensation: \$0.00

Address: 5313 Circita del Sur
Santa Fe, NM 87507

Name: Maez, Marcos

Position Title: Board President

Annual

Compensation: \$0.00

Address: 5313 Circita del Sur
Santa Fe, NM 87507

Name: Morse, Harvey

505-699-5322

Position Title: Treasurer

hdmmds@yahoo.com

Annual

Compensation: \$0.00

Address: 5313 Circita del Sur
Santa Fe, NM 87507

Name: Noor, Alliyah

505-919-9445

Position Title: Executive Director

alliyah@collegecareerplaza.org

Annual

Compensation: \$84,270.00

Address: 5313 Circita del Sur
Santa Fe, NM 87507

Charity Individuals:

<i>Name:</i> Piro, Diane	505-67-5246
<i>Position Title:</i> Vice President	dpiro@gmail.com
<i>Annual Compensation:</i> \$0.00	
<i>Address:</i> 5313 Circita del Sur Santa Fe, NM 87507	
<hr/>	
<i>Name:</i> Reinhartz, Judy	
<i>Position Title:</i> Board Member	jreinhartz@utep.edu
<i>Annual Compensation:</i> \$0.00	
<i>Address:</i> 5313 Circita del Sur Santa Fe, NM 87507	
<hr/>	
<i>Name:</i> Rose, Ernie	310-869-3653
<i>Position Title:</i> Board Member	erose.lmu@gmail.com
<i>Annual Compensation:</i> \$0.00	
<i>Address:</i> 5313 Circita del Sur Santa Fe, NM 87507	
<hr/>	
<i>Name:</i> Semelser, Chad & Bindu	505-930-1532
<i>Position Title:</i> Board Member	hbsmelsers@gmail.com
<i>Annual Compensation:</i> \$0.00	
<i>Address:</i> 5313 Circita del Sur Santa Fe, NM 87507	
<hr/>	
<i>Name:</i> Tom, Madigan	612-889-8902
<i>Position Title:</i> Board Member	thomasmadigan@sbcglibal.net
<i>Annual Compensation:</i> \$0.00	
<i>Address:</i> 5313 Circita del Sur Santa Fe, NM 87507	
<hr/>	
<i>Name:</i> Zingle, Linda	505-699-3883
<i>Position Title:</i> Treasurer	
<i>Annual Compensation:</i> \$0.00	
<i>Address:</i> 5313 Circita del Sur Santa Fe, NM 87507	

Responsibilities:

<i>Individuals who are authorized to sign checks:</i> Noor, Alliyah	Executive Director
Piro, Diane	Vice President
Zingle, Linda	Treasurer

<i>Individuals who are responsible for fund raising:</i> Noor, Alliyah	Executive Director
Piro, Diane	Vice President

Individuals who are responsible for the distribution of funds: Maez, Marcos Board President
Noor, Alliyah Executive Director
Piro, Diane Vice President

Individuals who have custody of financial records: Maez, Marcos Board President
Noor, Alliyah Executive Director
Piro, Diane Vice President
Zingle, Linda Treasurer

Individuals who have custody of funds: Maez, Marcos Board President
Noor, Alliyah Executive Director
Piro, Diane Vice President

*Person Authorized to Receive
Service of Process:*

Person Name: Noor, Alliyah
Job Title: Executive Director
Company: College and Career Plaza
Address: 5313 Circita del Sur
Santa Fe, NM 87507
Phone Number: 505-919-9445
E-Mail Address: alliyah@collegecareerplazaorg

Professional Fundraisers:

Question and Answer:

Q: Has organization or any of its officers, directors, employees or fund raisers ever been enjoined or otherwise prohibited by a government agency/court from soliciting?

A: No

Q: Has organization or any of its officers, directors, employees or fund raisers had its registration been denied or revoked?

A: No

Q: Has organization or any of its officers, directors, employees or fund raisers ever been the subject of a proceeding regarding any solicitation or registration?

A: No

Q: Has organization or any of its officers, directors, employees or fund raisers ever entered into a voluntary agreement of compliance with any government agency or in a case before a court or administrative agency?

A: No

Q: *Has organization or any of its officers, directors, employees or fund raisers registered with or obtained exemption from any state or agency?*

A: No

Q: *Has organization or any of its officers, directors, employees or fund raisers solicited funds in New Mexico?*

A: Yes All board members and executive director are professional non profit leaders involving basic fundraising such as 1:1, mail, phone, individual solicitation and grants.

Q: *Are any of the organization's officers, directors, trustees or employees related by blood, marriage, or adoption to: (a) any other officer, director, trustee or employee OR (b) any officer, agent, or employee of any fundraising professional firm under contract to the organization OR (c) any officer, agent, or employee of a supplier or vendor firm providing goods or services to the organization?*

A: No

Q: *Does the organization or any of its officers, directors, employees, or anyone holding a financial interest in the organization have a financial interest in a business described in (b) or (c) in previous question OR serve as an officer, director, partner or employee of a business described in (b) or (c) in previous question?*

A: No

Q: *Have any of the organization's officers, directors, or principal executives ever been convicted of a misdemeanor or felony?*

A: No

Q: *Does the organization receive financial support from other non-profit organizations (foundations, public charities, combined campaigns, etc.)?*

A: Yes Mammel Family Foundation (unrestricted), Santa Fe Community Foundation, New Mexico Foundation, New Mexico Children's Foundation, Los Alamos National Labs Foundation

Q: *Does the organization share revenue or governance with any other non-profit organization?*

A: No

Q: *Does any other person or organization own a 10% or greater interest in your organization OR does your organization own a 10% or greater interest in any other organization?*

A: No

Applied For Tax Exempt: Yes 12/12/2019

Granted Tax Exempt: Yes 1/22/2020

IRS Section: 501(c)(3)

Tax Exempt Ever Denied: No

Tax Exempt Ever Revoked: No

Tax Exempt Ever Modified: No

Contributions Tax Deductible: Yes

Banks:

Centurybank
505-995-1200
4062 Cerillos Rd.
Santa Fe, NM 87507

Annual Financials

<i>IRS Document Filed:</i>	990
<i>Total Contributions:</i>	\$214,414.00
<i>Total Gross Revenue:</i>	\$303,515.00
<i>Total Expenses:</i>	\$249,256.00
<i>Program Services Expenses:</i>	\$187,964.00
<i>Management General Expenses:</i>	\$39,043.00
<i>Fundraising Expenses:</i>	\$22,249.00
<i>Beginning of Year Net Assets:</i>	\$140,855.00
<i>End of Year Net Assets:</i>	\$199,219.00
<i>Gross Professional Fundraising Collections:</i>	\$0.00
<i>Net Professional Fundraising Collections:</i>	\$0.00

Tax Year 2022 - fiscal period beginning 7/1/2022 and ending 6/30/2023

Registration Submitted By:

Noor, Alliyah
Executive Director

5059199445
alliyah@collegecareerplaza.org

OFFICE OF THE NEW MEXICO SECRETARY OF STATE

COLLEGE AND CAREER PLAZA
5313 CIRCITA DEL SUR
SANTA FE, NM 87507



PAYMENT RECEIPT

PAYMENT RECEIPT NUMBER: 348955
PROCESSED DATE: 12/12/2019

PAYEE INFORMATION

Payee: Kara Eastman Partners, LLC 16411 Marcy Street Omaha, NE 68118	Payee ID: 000255715
Email:	Telephone Number:

TRANSACTION DESCRIPTION

Transaction Type: BUSINESS FORMATION	Expedite: NONE	Entity Type: Domestic Nonprofit Corporation
Business Name: College and Career Plaza	Filing Date: 12/12/2019	Business ID #: 6057381
Workorder #: 2016622129	Number of Pages: 3	

PAYMENT INFORMATION

Business Formation: \$25.00 Certificate of Comparison: \$0.00	
Total Payment Amount: \$25.00	
PaymentType	PaymentInfo
Pre-Paid Account	255715 FOR \$25.00

DOCUMENT DELIVERY

Source: Courier	Type: EMAIL	Tracking #: davepantos@pantosesq.com
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OFFICE OF THE NEW MEXICO SECRETARY OF STATE

KARA EASTMAN PARTNERS, LLC
16411 MARCY STREET
OMAHA, NE 68118



PAYMENT RECEIPT

PAYMENT RECEIPT NUMBER: 348955
PROCESSED DATE: 12/12/2019

PAYEE INFORMATION

Payee: Kara Eastman Partners, LLC 16411 Marcy Street Omaha, NE 68118	Payee ID: 000255715
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PaymentType	PaymentInfo
Pre-Paid Account	255715 FOR \$25.00

DOCUMENT DELIVERY

Source: Courier	Type: EMAIL	Tracking #: davepantos@pantosesq.com
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**OFFICE OF THE NEW MEXICO
SECRETARY OF STATE**

Certificate of Incorporation

OF

College and Career Plaza

6057381

New Mexico

The Office of the Secretary of State certifies that the Articles of Incorporation, duly signed and verified pursuant to the provisions of the

Nonprofit Corporation Act

53-8-1 to 53-8-99 NMSA 1978

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Certificate of Incorporation and attaches hereto a duplicate of the Articles of Incorporation.

Dated: **December 12, 2019**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.



Maggie Toulouse Oliver

**Maggie Toulouse Oliver
Secretary of State**



OFFICE OF THE NEW MEXICO
SECRETARY OF STATE

December 12, 2019

COLLEGE AND CAREER PLAZA
5313 CIRCITA DEL SUR
SANTA FE, NM 87507

RE: College and Career Plaza
Business ID #: 6057381

The Office of the Secretary of State has approved and filed the Articles of Incorporation for the above captioned nonprofit corporation effective December 12, 2019. The enclosed Certificate of Incorporation is evidence of filing, and should become a permanent document of the corporation's records.

Please be advised that although the Certificate of Incorporation has been approved, you must also comply with all other federal or state laws applicable to your nonprofit corporation. This includes, but is not limited to state licensing requirements. It is the corporation's sole responsibility to obtain such compliance with all legal requirements applicable thereto prior to engaging in the business for which it has obtained approval of the referenced document.

Pursuant to Chapter 53, Article 8 NMSA 1978 Nonprofit Corporations Act, (53-83-83), you are required to file an initial corporate report with a filing fee of \$10 by January 11, 2020. Thereafter, a corporate report must be filed annually on or before the fifteenth day of the fifth month following the end of its taxable year. Late filing penalty of \$10 will be added for untimely filing of any report. The report is required to be filed whether a corporation is active or inactive or until such time that the corporation is relieved from filing the report as required by law. A supplemental report shall be filed within thirty days if, after filing of the corporate report, a change is made affecting the report. All of the above reports can be filed by using the Business Filing System(BFS) web portal: <https://portal.sos.state.nm.us/bfs/online> .

If you have any questions, please contact the Business Services Division at (505) 827-3600 or toll free at 1-800-477-3632 for assistance.

Business Services Division



Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

ALLIYAH NOOR
COLLEGE AND CAREER PLAZA
5313 CIRCITA DEL SUR
SANTA FE, NM 87507

March 20, 2020
CRS: 03-521904-00-1
Letter ID: L1799862960

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 20-Mar-2020	IDENTIFICATION NUMBER 03-521904-00-1	Business Start Date 22-Jan-2020
Business Location 5313 CIRCITA DEL SUR	Business End Date	
City and State SANTA FE, NM	Zip Code 87507	
Taxpayer Name COLLEGE AND CAREER PLAZA	Taxpayer Type NonProfit	
Firm Name COLLEGE AND CAREER PLAZA	Filing Frequency Quarterly	
Mailing Address 5313 CIRCITA DEL SUR		
City and State SANTA FE, NM	Zip Code 87507	

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By 

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 20-Mar-2020	IDENTIFICATION NUMBER 03-521904-00-1	Business Start Date 22-Jan-2020
Business Location 5313 CIRCITA DEL SUR	Business End Date	
City and State SANTA FE, NM	Zip Code 87507	
Taxpayer Name COLLEGE AND CAREER PLAZA	Taxpayer Type NonProfit	
Firm Name COLLEGE AND CAREER PLAZA	Filing Frequency Quarterly	
Mailing Address 5313 CIRCITA DEL SUR		
City and State SANTA FE, NM	Zip Code 87507	

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Cabinet Secretary

By 

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE



New Mexico Secretary of State

Business Services Division

325 Don Gaspar, Suite 300

Santa Fe, NM 87501

1-800-477-3632 www.sos.state.nm.us

Type or Print Legibly

\$25.00 Filing Fee

Nonprofit Corporation

Articles of Incorporation

The undersigned, acting as incorporator(s) to form a corporation under the New Mexico Nonprofit Corporation Act, adopt the following Articles of Incorporation:

Article One: The name of the nonprofit is:

College and Career Plaza

alliyah.ccp@gmail.com

503-381-4874

Email Address: _____ Phone Number: _____

Article Two: The purpose for which the nonprofit is incorporated: (Please list a specific purpose for which the corporation is organized i.e. the type of activities conducted or services performed.)

The purpose of this nonprofit is to assist in providing strategic college and career mentoring and support to Santa Fe public school students.

Article Three: The period of duration is:

Perpetual

OR

Specific Date or Number of Years _____

Article Four:

(1) The name of the registered agent is:

Alliyah Noor Mirza

Individual First and Last Name

OR

Registered Corporation Name and Business ID #

(2) The New Mexico street address of the initial registered agent is: (must be a physical address)

5313 Circita del Sur

Santa Fe

NM

87507

City

State

Zip code

(3) The New Mexico mailing address of the initial registered agent is:

5313 Circita del Sur

Santa Fe

NM

87507

City

State

Zip code

(4) The principal place of business of the corporation is: (must be a physical address)

5313 Circita del Sur

Santa Fe	NM	87507
City	State	Zip code

(5) The mailing address of the corporation is:

5313 Circita del Sur

Santa Fe	NM	87507
City	State	Zip code

Article Five: The names and complete addresses of the initial board of directors are: (please list at least 3 directors)

Alliyah Noor Mirza	5313 Circita del Sur	Santa Fe	NM	87507
Diane Garcia Piro	2613 Via Berrenda	Santa Fe	NM	87505
Linda Zingle	726 Allendale St.	Santa Fe	NM	87505

Name	Address	City	State	Zip code
------	---------	------	-------	----------

Article Six: The name and complete address of each incorporator is: (attach a schedule if needed)

Alliyah Noor Mirza	5313 Circita del Sur	Santa Fe	NM	87507
Diane Garcia Piro	2613 Via Berrenda	Santa Fe	NM	87505
Linda Zingle	726 Allendale St.	Santa Fe	NM	87505

Name	Address	City	State	Zip code
------	---------	------	-------	----------

Executed Date:

12/3/2019

Alliyah Noor Mirza

Alliyah Noor Mirza

Diane Garcia Piro

Diane Garcia Piro

Linda G Zingle

Linda G Zingle

Signature(s) of Incorporator(s)

Printed Name(s)

Statement of Acceptance of Appointment by Designated Initial Registered Agent

If the Registered Agent listed on Article Four is an individual, complete **box one**.

If the Registered Agent listed on Article Four is a corporation, complete **box two**.

Please Note: the corporation filing these articles cannot be listed as their own registered agent.

Box One - Individual as Registered Agent

I, Alliyah Noor Mirza

(Registered Agent's Printed Name)

the undersigned individual, hereby accept the appointment as initial registered agent of

College and Career Plaza

(Nonprofit's Name)

the Nonprofit Corporation which is named in the Articles of Incorporation.

Alliyah
(Registered Agent's Signature)

Box Two - Corporation as Registered Agent

I, _____
(Authorized Person's Printed Name and Title)

the undersigned individual on behalf of _____
(Registered Agent Corporate Name)

hereby accept the appointment as initial registered agent of

(Nonprofit's Name)

the Nonprofit Corporation which is named in the Articles of Incorporation.

(Authorized Person's Signature)



EMPLOYERS PREFERRED INS. CO.
A Stock Company

Workers' Compensation and Employers Liability
Insurance Policy

Policy Number	Policy Period	
	From	To
EIG 4751302 03	08/01/2024	08/01/2025
	12:01A.M. Standard Time at the address of the Insured as stated herein	

Transaction				
RENEWAL DECLARATIONS				
NCCI Carrier # 31283		WCIRB CARRIER#	PRIOR POLICY NUMBER	EIG475130202
1. Named Insured and Address			Agent	
COLLEGE AND CAREER PLAZA COLLEGE AND CAREER PLAZA 5313 CIRCITA DEL SUR SANTA FE NM 87507			HUB INTL INS SVCS - NM-ABQ 5547000 6565 AMERICAS PKWY NE SUITE 72 ALBUQUERQUE, NM 87110 Telephone: 5058284000	
Customer #	Carrier # 31283	FEIN # 843961213	Risk ID #	Entity of Insured CORPORATION

Additional Locations:

- The Policy Period is from 08/01/2024 to 08/01/2025 12:01 a.m. Standard Time at the Insured's mailing address.
 - A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: NM

B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:

Bodily Injury by Accident	\$	500,000	each accident
Bodily Injury by Disease	\$	500,000	policy limit
Bodily Injury by Disease	\$	500,000	each employee
 - C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and states listed in item 3.A.
 - D. This policy includes these endorsements and schedules: See attached schedule.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	\$	300	Expense Constant	\$	160
			Premium Discount	\$	
Assessments and Taxes	\$		Total Estimated Annual Premium	\$	903

This is a Three Year Fixed Rate Policy

Premium Adjustment Period: Annual; Semiannual; Quarterly; Monthly

Countersigned this _____ Day of _____,

Issued Date: 06/24/2024

Issuing Office **EMPLOYERS PREFERRED INS. CO.**
P.O. BOX 539003
HENDERSON, NV 89053-9003

Authorized Representative



EMPLOYERS PREFERRED INS. CO.

A Stock Company

P.O. BOX 539003

HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Policy Number: EIG 4751302 03
Named Insured: COLLEGE AND CAREER PLAZA
Agent: HUB INTL INS SVCS - NM-ABQ 5547000

EXTENSION OF INFORMATION PAGE

CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
New Mexico				
Rating Period: 08/01/2024 through 08/01/2025				
Site 00001				
8868	SCHOOL: PROFESSIONAL EMPLOYEES & CLERICAL	196,274	0.330000	648.00
	Site 00001 Total			\$ 648.00
Site 00002				
8868	SCHOOL: PROFESSIONAL EMPLOYEES & CLERICAL	1	0.330000	0.00
	Site 00002 Total			0.00
Site 00003				
8868	SCHOOL: PROFESSIONAL EMPLOYEES & CLERICAL	1	0.330000	0.00
	Site 00003 Total			0.00
Site 00004				
8868	SCHOOL: PROFESSIONAL EMPLOYEES & CLERICAL	1	0.330000	0.00
	Site 00004 Total			0.00
Site 00005				
8868	SCHOOL: PROFESSIONAL EMPLOYEES & CLERICAL	1	0.330000	0.00
	Site 00005 Total			0.00
Site 00006				
8868	SCHOOL: PROFESSIONAL EMPLOYEES & CLERICAL	0	0.330000	0.00
	Site 00006 Total			0.00
	Total of Sites for Rating Period			\$ 648.00
	Rating Period Total			\$ 648.00
Rating Period: 08/01/2024 through 08/01/2025				
9807	INCREASED COVERAGE II	648	0.008000	5.00
9848	BALANCE TO MIN PREM-COVERAGE II			70.00
0900	EXPENSE CONSTANT			160.00
9740	TERRORISM PREMIUM	196,278	0.010000	20.00
	Rating Period Total			\$ 255.00
	State Total			\$ 903.00
	Policy Total			\$ 903.00



EMPLOYERS PREFERRED INS. CO.
A Stock Company
 P.O. BOX 539003
 HENDERSON, NV 89053-9003

**WORKERS' COMPENSATION AND EMPLOYERS
 LIABILITY INSURANCE POLICY**

Policy Number: EIG 4751302 03	
Named Insured: COLLEGE AND CAREER PLAZA	
Agent: HUB INTL INS SVCS - NM-ABQ	5547000

SITE LOCATION SCHEDULE

State NM 1
 COLLEGE AND CAREER PLAZA
 5313 CIRCITA DEL SUR
 SANTA FE NM 87507

State NM 2
 COLLEGE AND CAREER PLAZA
 4157 WALKING RAIN RD
 SANTA FE NM 87507-0825

State NM 3
 COLLEGE AND CAREER PLAZA
 1501 CERRILLOS RD
 SANTA FE NM 87505-3521

State NM 4
 COLLEGE AND CAREER PLAZA
 2100 YUCCA ST
 SANTA FE NM 87505-5456

State NM 5
 COLLEGE AND CAREER PLAZA
 4851 PASEO DEL SOL
 SANTA FE NM 87507-3027

State NM 6
 COLLEGE AND CAREER PLAZA
 1111 EL LLANO RD
 ESPANOLA NM 87532-6727



EMPLOYERS PREFERRED INS. CO.

A Stock Company

P.O. BOX 539003

HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY

Policy Number:	EIG 4751302 03
Named Insured:	COLLEGE AND CAREER PLAZA
Agent:	HUB INTL INS SVCS - NM-ABQ 5547000

ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
NM	WC000000C	(1/15)	WC/EL INS. POLICY FORM BOOKLET
NM	WC000403	(4/84)	EXPERIENCE RATING MOD FCTR
NM	WC000406	(8/84)	PREMIUM DISCOUNT ENDORSEMENT
NM	WC000414A	(1/19)	NOTIFICATION OF CHG OWNERSHIP
NM	WC000419A	(8/22)	PREMIUM DUE DATE ENDORSEMENT
NM	WC000422C	(1/21)	TERRORISM RISK INSURANCE PROG
NM	WC000424	(1/17)	AUDIT NONCOMPLIANCE CHARGE END
NM	WC300301	(4/84)	NM SAFETY DEVICE COVERAGE
NM	WC300601A	(3/15)	NM CANCELLATION & NONRENEWAL
NM	WC990405A	(3/07)	INSTALLMENT PAYMENT ENDORSE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

**PART THREE
OTHER STATES INSURANCE**

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

**PART FOUR
YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX—CONDITIONS**A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

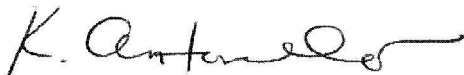
D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.


E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

Your Workers' Compensation and Employers Liability Insurance Coverage afforded by this policy is provided by the Company named on the policy Information Page. In witness thereof, the Company has caused this policy to be executed, attested and countersigned by a duly authorized representative of the Company



President and Chief Operating Officer



EVP, Chief Financial Officer

From: [Alliyah Noor](#)
To: [NELSON, JOHANNA C.](#); [PORTILLO, ELISA M.](#)
Subject: Registration Activated for COLLEGE AND CAREER PLAZA / DTEZCE3D5QK5 / 9ZVA5 in the U.S. Government's System for Award Management (SAM.gov)
Date: Friday, August 30, 2024 5:11:50 PM

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.

Hello Lizzy and Johanna,

It looks like the SAM registration was accepted. Please see below.

Let me know if you need anything else!
-Alliyah

Begin forwarded message:

From: donotreply@sam.gov
Date: August 30, 2024 at 10:46:07 AM CDT
To: ALLIYAH@collegecareerplaza.org
Cc: ALLIYAH@collegecareerplaza.org
Subject: Registration Activated for COLLEGE AND CAREER PLAZA / DTEZCE3D5QK5 / 9ZVA5 in the U.S. Government's System for Award Management (SAM.gov)

Alliyah Noor,

The registration for COLLEGE AND CAREER PLAZA / DTEZCE3D5QK5 / 9ZVA5 is now active in the U.S. federal government's System for Award Management (SAM.gov). If you did not provide a Commercial and Government Entity (CAGE) Code during the registration process, one has been assigned to you by the Defense Logistics Agency (DLA) CAGE Program.

To remain eligible to do business with the federal government, you must renew your entity's registration in SAM.gov every year. The annual renewal date for the registration is 2025-08-26 10:09:01.012.

You may invite additional users to manage or review your entity registration by following these steps:

1. Go to the [SAM.gov](https://sam.gov) website and sign in
2. On your Workspace page, scroll down to the "User Directory"
3. Enter the email address of the user you want to invite and select the email address from the list
4. On the next page, select the "Assign Role" button in the top right corner of the page

5. On the assign role page, follow the instructions provided and then select “Send Invitation” at the bottom of the page
6. The user will be notified

All invitees will receive an email message from SAM.gov with instructions on how to complete the process.

Remember, it is free to register in SAM.gov. Get free help at [SAM.gov](https://sam.gov) in the “Help” section and at the [Federal Service Desk \(FSD\)](https://sam.gov/helpdesk) where you will find SAM.gov user guides, quick start guides, helpful hints, videos, and frequently asked questions. If you are going through entity validation at SAM.gov for the first time and have questions, visit [this list of FAQs](https://sam.gov/helpdesk/faq).

In addition, if you are located in the U.S. and its outlying areas, you can get free support from your local [APEX Accelerator](https://www.apexaccelerators.us) (formerly known as PTAC), an official resource for government contracting assistance. Go to <https://www.apexaccelerators.us> to find your closest office.

Do not reply to this auto-generated email.

This email was sent from Production.



City of Santa Fe New Mexico

Memorandum



Date: September 5th, 2024

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

Subject: **Justification Three Bids Received on RFQ**

Vendor: **College & Career Plaza [Vendor #9641]**

ITEM AND ISSUE:

This is a justification memo for proof of three received vendor proposals in addition to the awarding of ARPA subrecipient funds to College and Career Plaza as the selected vendor for the *College Prep and Career Pathway Connection* request for quotes (RFQ) from the Office of Economic Development (OED). There are four bidders on this RFQ in the Munis system.

Three vendors provided proposals, and an additional bidder did not provide any documentation or proposal. The three received proposals each requested exactly \$50,000. A rating system was used by OED to review and rate the three proposals received based on criteria outlined in the *College Prep and Career Pathway Connection* RFQ. College and Career Plaza average rated the highest among the proposals received and was awarded the procurement.

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 \$50,000. The Munis bid number for this procurement is #24042. Four bids were received in the system one did not include a proposal, the other bidders attached proposals request exactly \$50,000. A rating system was used by OED to review and rate the proposals received based on criteria outlined in the *College Prep and Career Pathway Connection* RFQ. College and Career Plaza rated the highest among the proposals received. Below is a screen cap of the average scores. The full rating, notes, and breakdown of Elisa Portillo and Johanna Nelson's scores are available by emailing emportillo@santafenm.gov.

PROCUREMENT METHOD:

This contract is for \$50,000, not to exceed. The Procurement method is small purchase utilizing the request for quotes (RFQ) process through Munis, bid number #24042.

CONTRACT NUMBER:

The FY25 Munis contract number: 3250035

Munis Bid Number: 24042

The ARPA FY25 Project ledger number: ECD222400C

ACTION REQUESTED:

Please accept this justification memo as proof of three bidders received, and to award College and Career Plaza the ARPA RFQ *College Prep and Career Pathway Connection* Munis Bid number #24042.

RFQs	Average
College and Career Plaza	25
Communities in Schools of New Mexico	22
Future Focused Education	22.5
Pauline Toevs (No document provided)	0



City of Santa Fe New Mexico

Finance Department



Project Ledger Request Form

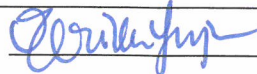
Date of Request: October 1, 2024

Project Title: College Prep and Career Pathway Connection

Project Type: CIP Grant Internal Tracking

Department: Economic Development Project Manager: Lizzy Elisa Portillo Ext: (505)531-7901

Project Date Range: TBD Upon final Signature to 12/31/2026 Create Fixed Asset

Project ID: ECD222400C
 Grant ID: F2118
 Approved By: 
 (Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: ARPA Bright Futures Job Training Program - ECD222400C % of Funding: 100

MUNIS ORG: 2402800 MUNIS OBJ: 490615 Awarded Amount: \$50,000.00

Funding Source: N/A % of Funding: N/A

MUNIS ORG: N/A MUNIS OBJ: N/A Awarded Amount: N/A

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Programming Support (Contract #3250035) MUNIS ORG: 2402800 MUNIS OBJ: 510340

Grants Only (list all grants if applicable):

Grantor Name: USDOTR-ARPA (THIS PROJ=) Awarded Amount: 1,200,000.00

AR Charge Code: 2402800.490615 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700035 Federal CFDA (if applicable): 21.027

Grantor Name: USDOTR-ARPA Awarded Amount: 15,049,631.00

AR Charge Code: _____ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): 21.027

(If grants please provide all grant award documents with form) Attached Grant Documentation

Signature: XAVIER VIGIL

XAVIER VIGIL (Oct 15, 2024 09:24 MDT)

Email: xivigil@santafenm.gov

24-0603 College and Career Plaza

Final Audit Report

2024-10-15

Created:	2024-10-15
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
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