CITY OF SANTA FE

The Purchasing Memo

Date: October 27, 2026

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Kristen Woods, Program Manager Youth and Family Services KRISTEN WOODS (Oct 27, 2026 16:27:39 MDT)

Via: Sandra Emory, Community Services Department Director Sandra Emory
Marcella Apodaca, Business Operators Manager Marcella Apodaca

Subject: Urban Alchemy Contract #3260454 and #3250602

Vendor Name: Urban Alchemy

Munis Vendor Number: 9716

ITEM AND ISSUE:
Request for Approval of a BAR in the amount of six hundred eighty-nine thousand six hundred seventy-five dollars ($689,675) to Fund Urban Alchemy for Six Months of Contracted Services, Contract #3250602 and one million three-hundred and forty-three thousand and nine-hundred and ninety-three dollars ($1,343,993) to Fund Urban Alchemy for Six Months of Contracted Services, Contract #3260454 from General Fund Reserves for Homelessness. (Kristen Woods, Program Manager; krwoods@santafenm.gov)

CONTRACT NUMBER:
The FY26 Munis Contract Numbers are #3260454 and #3250602.

BACKGROUND AND SUMMARY:
RFP FY26-HSRFP-087 for Emergency Shelter Operations was opened to the public to receive bids to operate the low-barrier, 24-hour shelter to serve adults experiencing homelessness. This contract is for day-to-day operations, maintaining a safe and respectful environment, and coordinating service delivery and housing navigation for shelter clients at the shelter at 2801 Cerrillos Rd. The City of Santa Fe entered a contract with Urban Alchemy in the total amount of $1,343,993 for Operations of the Agape House Shelter under contract 3260454. The City will extend the contract with Urban Alchemy to operate for an additional six months.

RFP #25131 for Street Outreach services was issued March 7, 2025, and Urban Alchemy was selected. Street Outreach services are an essential part of the Homelessness Continuum. In FY26, The City of Santa Fe entered into contract number 3250602 with Urban Alchemy in the total amount of $7,948,133.59 for Street Outreach and Community-Based Public Safety Services for a term of 4 years. The City will BAR $689,785 in funds for the contract with Urban Alchemy to fund operations for an additional six months.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: General Fund Reserves/1000121

Munis Object Name/Number: Operating Transfer to Homeless Services/750240

Budget Officer / Designee:_____ **Date:**_____

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method for 3260454 used was NMSA 1978, Section 13-1-111, RFP

Request for Proposals (RFP) - A Request for Proposals (RFP) was issued in accordance with NMSA 1978, Section 13-1-112 through Section 13-1-117 and applicable procurement regulations.

RFP# FY26-HSRFP-087

The procurement method used for 3250602 was NMSA 1978, Section 13-1-111, RFP

Request for Proposals (RFP) - A Request for Proposals (RFP) was issued in accordance with NMSA 1978, Section 13-1-112 through Section 13-1-117 and applicable procurement regulations.

RFP# 25131

Chief Procurement Officer (CPO)/Designee: _____ **Date:** _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:**_____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☐ No

Approval:_____ **Title:**_____ **Date:**_____

Comment/Exceptions:_____

Vehicles included? ☐ Yes | ☐ No

Approval: _____ **Title:**_____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☐ No

Approval: _____**Title:** _____ **Date:**_____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes |** ☐ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes |** ☐ **No**

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:
Contract #3260454
Contract #3250602
BAR

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION NAME	DATE
Community Services Department/Youth and Family Division	10/22/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Grants and Services	2400125	510400		689,675	
Grants and Services	2400125	510400		1,343,993	
Operating Transfer to Homeless Services (Community Development Fund)	1000121	750240		689,675	
Operating Transfer to Homeless Services (Community Development Fund)	1000121	750240		1,343,993	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Operating Transfer from Youth & Family Administration (General Fund)	2400125	650100		(689,675)	
Operating Transfer from Youth & Family Administration (General Fund)	2400125	650100		(1,343,993)	
				$ 2,033,668	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Funding for Urban Alchemy for Six Months of Contracted Services for Agape and LOVE from General Fund Reserves.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(689,675)
100	(1,343,993)
TOTAL:	**(2,033,668)**

{Use this form for Finance Committee/ City Council agenda items ONLY}

Marcella Apodaca — 10/22/2026
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Sandra Emory — 10/27/2026
Department Director Signature — Date

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

Rev. 3/26

CITY OF SANTA FE

CITY OF SANTA FE

AMENDMENT No. 1 TO

Contract # 3260454

Original City Clerk Item Number: 26-0222

Professional Services Contract

This AMENDMENT No. 1 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated 6/12/2026 (the "Contract"), between the City of Santa Fe (the "City") and Urban Alchemy. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor.

I. RECITALS

WHEREAS, under the terms of the Contract, Contractor has agreed to provide the City with Emergency Shelter Operations.

WHEREAS, the City has determined the Contract with Urban Alchemy is necessary for the operations of Agape House shelter and other services at 2801 Cerillos Rd. for the unhoused community of Santa Fe.

WHEREAS, pursuant to the Amendment Article 14 of the original Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

II. COMPENSATION

Article 3 of the Contract is amended to increase the amount of compensation by $1,343,993.00, so that Article 3, item A of the contract reads as follows:

A. Payment. The City shall compensate the Contractor for the services and goods described in the scope of work. The City agrees to pay the Contractor the not to exceed total of $2,687,986.00.

III. TERM

Article 4 is amended to extend the term by an additional six (6) months. Article 4 now reads:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This contract shall terminate on June 30th, 2027, with the option to extend up to 18 additional months, unless terminated

pursuant to paragraph Termination and paragraph Appropriations. A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-15- through 13-1-152 or SFCC 1987, Section 11-13.

IV. CONTRACT IN FULL FORCE

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

MICHAEL GARCIA, MAYOR

DATE: _____

CONTRACTOR:
URBAN ALCHEMY

Lena Miller (Oct 27, 2026 14:06:27 PDT)

LENA MILLER, CEO

DATE: 10/27/2026

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

NATALIE CAULEY, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MONICA MAESTAS, FINANCE DIRECTOR

Urban Alchemy_CoSF_Agape_ Amendment 1

Final Audit Report 2026-10-27

Created:	2026-10-23
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOIUYrxyOLemLfHrDYsVH6si9KKHtV9Iv
Documents:	Urban Alchemy_CoSF_Agape_ Amendment 1.pdf (3 pages)
Number of Documents:	1
Document page count:	3
Number of supporting files:	0
Supporting files page count:	0

"Urban Alchemy_CoSF_Agape_ Amendment 1" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
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City of Santa Fe
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Agreement completed.

2026-10-27 - 9:09:25 PM GMT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/11/2026

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

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

PRODUCER Edgewood Partners Insurance Center 4675 MacArthur Court Suite 750 Newport Beach CA 92660 License#: 0B29370 URBALCH	**CONTACT NAME:** Jonathan Silva **PHONE (A/C, No, Ext):** 949-263-0606 **FAX (A/C, No):** **E-MAIL ADDRESS:** jonathan.silva@epicbrokers.com
INSURED Urban Alchemy PO Box 425509 San Francisco CA 94142-3709	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Westchester Surplus Lines Insurance Co — 10172 **INSURER B :** Alliance of Nonprofits for Ins, RRG Inc — 10023 **INSURER C :** American Zurich Insurance Company — 40142 **INSURER D :** Intact Insurance Company — 0 **INSURER E :** See Attached **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1463533064 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		G74291661005	9/1/2026	9/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 500,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $ $100,000
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			02CP00609360104	9/1/2026	9/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical Payments	$ 1,000,000 $ $ $ $ 5,000
A	☐ **UMBRELLA LIAB** ☒ OCCUR ☒ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ $0			G72594083005	9/1/2026	9/1/2027	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC557059401	8/1/2026	8/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E	Crime See Attached			MML0104500226 See Attached	2/21/2026 9/1/2026	2/21/2027 9/1/2027	Limit	$5,000,000

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

Santa Fe LOVE + Oasis

City of Santa Fe, to the extent required by written contract, are additional insured with respect to general liability. A waiver of subrogation applies in favor of the City of Santa Fe to the extent required by written contract as allowed by applicable law with respect to Worker's Compensation.

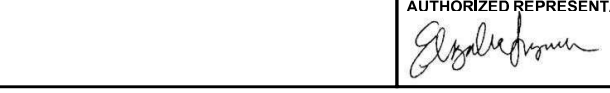
CERTIFICATE HOLDER

City of Santa Fe
2801 Cerrillos Rd
Santa Fe NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Edgewood Partners Insurance Center	Urban Alchemy PO Box 425509 San Francisco CA 94142-3709
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: _____

Sexual Abuse & Professional Liability
Carrier: Lloyd's of London / Mercer Insurance Company
Policy #: PRO-002395-26 (Primary) / PRO-002396-26 (Excess)
Term: 09/01/2026 - 09/01/2027
Limits:
$4,000,000 Aggregate
$2,000,000 Each Claim
$ 50,000 Retention Per Claim

Cyber Liability
Carrier: Houston Casualty Company (NAIC #42374)
Policy #: H25NGP24488001
Term: 09/01/2026 - 02/21/2027
Limits:
$1,000,000 Aggregate
$1,000,000 Each Claim
$ 25,000 Deductible Each Claim
$ 75,000 Aggregate Deductible

D&O Liability
Carrier: Landmark American Insurance Company (NAIC #33138)
Policy #: LPP709098
Term: 02/21/2026 - 02/21/2027
Limits:
$1,000,000 Aggregate
$1,000,000 Each Claim
$ 100,000 Retention

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CITY OF SANTA FE

The Purchasing Memo

Date: June 5, 2026

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Kristen Woods, Youth and Family Services Program Manager

Via: Sandra Emory, Community Services Department Director

Lia Salaverry, Youth and Family Services Division Director

Marcella Apodaca, Community Services Business Operation Manager

Subject: Emergency Shelter Operations

Vendor Name: Urban Alchemy

Munis Vendor Number: 9716

ITEM AND ISSUE:

Request For Approval of Professional Services Contract with Urban Alchemy in the Total Amount of $ 1,343,993 for Operation of Emergency Shelter for a term of six-months for Homelessness Services. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

CONTRACT NUMBER:

The FY26 Munis contract number is TBD

BACKGROUND AND SUMMARY:

RFP FY26-HSRFP-087 for Emergency Shelter operations was opened to the public to receive bids to operate the low-barrier, 24-hour shelter to serve adults experiencing homelessness. This contract is for day-to-day operations, maintaining a safe and respectful environment, and coordinating service delivery and housing navigation for shelter clients at the Shelter at 2801 Cerillos Rd. The Operator will:

- Provide 24/7 shelter
- Implement professional security measures, both inside and around the facility including but not limited to lighting, fencing, cameras, staff presence, trash pick-up etc.
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Health and Human Services/Fund 240

Munis Org Name/Number: Community Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 06/05/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 06/05/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes |** ☒ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes |** ☒ **No**

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Purchasing Memo RFP FY26-HSRFP-087

Final Audit Report 2026-06-05

Created:	2026-06-05
By:	KRISTEN WOODS (krwoods@santafenm.gov)
Status:	Signed
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Documents:	Purchasing Memo RFP FY26-HSRFP-087.pdf (3 pages)
Number of Documents:	1
Document page count:	3
Number of supporting files:	0
Supporting files page count:	0

"Purchasing Memo RFP FY26-HSRFP-087" History

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Document e-signed by Lia Salaverry (lasalaverry@santafenm.gov)

Signature Date: 2026-06-05 - 10:13:50 PM GMT - Time Source: server- IP address: 76.127.40.102 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-06-05 - 10:13:50 PM GMT

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CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

Emergency Shelter Operator

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Urban Alchemy hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, Section 13-1-NMSA 1978, Section 13-1-111, RFP; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK

The Contractor shall provide the following services for the City:

Operate a low-barrier, 24-hour shelter at one or more City-designated facilities, initially at 2801 Cerrillos Road, Santa Fe, NM 87507, serving up to 100 adults who are experiencing homelessness (Shelter).

Stabilize shelter operations without a gap in service, preventing harm to residents and the community, while the City evaluates the long-term viability and use of the facility.

Ensure consistent shelter operations, maintain site safety and dignity, and connect clients with services and housing pathways.

Facility, Operations, and Case Management Requirements

- Fully staff the shelter 24 hours a day, 7 days a week, and provide at least two meals per day onsite to clients.
- Allow clients to remain onsite during the day, with access to meals, restrooms, and hygiene services.
- Train staff on the Homeless Management Informational System (HMIS) and to conduct VI-SPDAT and utilize these platforms for data capture in compliance with HUD and CoC standards.
- Ensure ADA accessibility and accommodate clients with pets or service animals, belongings, and/or disabilities.
- Maintain a secure storage system for clients' personal items, medications, and bicycles.
- Provide services that meet the needs of the diverse populations that access the shelter, considering systemic, institutional, and environmental barriers and inequalities that exist and seek to mitigate the effects on client outcomes.
- Provide low-barrier shelter access to persons seeking entry to the shelter, without restricting access due to any of the following factors:
    - Income
    - Criminal history background
    - Outside use of drugs/alcohol
- Practice Harm Reduction
    - Utilize best practices in Harm Reduction for clients with substance issues
    - Prohibit smoking or active substance use in all physical structures and designate restricted areas.
    - All staff must be trained in Narcan administration and other life-saving measures
- Use Crisis Intervention and De-Escalation
    - Train program staff in appropriate evidence-based crisis intervention and de-escalation techniques to ensure the safety of all parties, prevent unnecessary exits from the shelter, and promote a safe and supportive environment.
- Follow Housing First
    - Provide housing case-management to all clients staying in the shelter with the ultimate goal of placing clients in longer term, permanent housing options
    - Center each client's unique needs, preferences, and circumstances when determining the most appropriate housing or alternative shelter placement—ensuring options are tailored to support long-term stability and individual fit.
- Compliance with City Direction: Comply with all City-directed mediation, escalation, and corrective actions in response to any identified issues, complaints, or performance concerns, and will participate in good faith in all resolution processes as required by the City.

Data, Coordination, and Accountability

Participate in meetings scheduled by City representatives on a regular, and as -needed basis as determine by the City. Meet with City staff from Community Services on a monthly cadence to review program outcomes and progress. Participate in City initiatives, including data and service coordination, as requested by the City.

Compliance and Performance Metrics

Adhere to all City, State, and federal requirements related to shelter operations, data privacy, and non-discrimination. Required City performance metrics include the following and shall be submitted in three formats:

- one-time information provided to the City within the first month of the contract execution date as described below.
- weekly updates provided to the City which include unique clients served, bed utilization rates, and exit data.by no later than 12:00PM MST/MDT each Tuesday for the previous week (Monday to Sunday) for the duration of the contract period. Required information detailed below.
- monthly reporting metrics provided to the city by no later than the 15th of the following month, after the contract execution date as described below.

One-time information provided to the City must include the following:

Employment, Training, and Hiring Practices

- Job descriptions and Standard Operating Procedures for all employees on staff. This includes;
    - Credentials and qualifications required for positions
- Titles, pay rates, and other employment verification information
- Any staff training and operational materials, including relevant policies, SOPs, and documentation of training completion
- Established procedures and schedules for routine site checks and monitoring (e.g., restrooms/porta pottys, common areas, perimeter)
- Overview of staff training procedures for Narcan administration and other life-saving measures

Site Operations, Policies and Training

- SOP for receiving, documenting, and responding to client and community concerns. This includes outlining the explicit procedures, communication channels and forums for public engagement and problem solving with the immediate neighbors of the facility. Outline site monitoring and maintenance procedures (e.g., cleanliness, safety checks, and facility inspections at defined intervals)
- Client Code of Conduct materials, including all related guidelines and Standard Operating Procedures (SOPs) governing client behavior and escalation procedures
- Public facing contact information for how to reach shelter staff in emergencies
- Program details outlining transportation options and services provided to clients

Weekly Reports must include the following:

Utilization & Capacity

- Average bed utilization rate (target: >85%)
- Total number of unique clients served

Monthly Reports must include the following:

In addition to these data metrics collected on a weekly basis, the City requests that the following performance metrics be included in Monthly Reports and shall be submitted by the fifteenth of the following Month for the contract period to the City:

Service Engagement

- Number of clients connected to services, including:
  - Number of individuals enrolled in case management / service plans created for clients
  - Number of individuals receiving specific services and/or benefits
  - Number of individuals who obtained vital documents (ID, birth certificate, SS card, etc.)
  - Number of individuals connected to employment services
  - Number of individuals referred to domestic violence services
  - Number of individuals referred to Referrals to substance use services
- Metrics related to referrals and navigation to outside services (e.g., type of service provided, agency name, warm hand offs, etc.)
  - Any other relevant case management or service metrics
  - Behavioral Health & Medical:
    - Number of individuals referred to substance use services (including sobering center, rehab, MAT treatment, etc.) and behavioral or mental health services.
  - Number of Narcan distributed

Housing & Navigation Outcomes

- Number and percentage of guests exiting the Shelter to stable alternatives (positive exits), including:
  - Number and percentage exiting to permanent housing
  - Number of guests enrolled in the Homeless Management Information System (HMIS)
  - Number of guests enrolled in CONNECT (when possible)
  - Percentage of guests connected to the Coordinated Entry System (CES), including completion of VI-SPDAT assessments

Demographics

- Basic client intake data, including demographics (race, gender, age, disability/medically vulnerable, and other relevant identifiers)
- Support all constituents regardless of Race, Sex, Gender expression, disability status, etc.

General

- General site and program updates, including program events, new or expanded services, partnerships and coordination with the broader community and service provider network, volunteer engagement opportunities (if applicable), wins and other notable activities or initiatives.

- Contractor shall document and maintain records of all client and facility incidents. Contractor shall provide the City with reports limited to overdose incidents and any incidents requiring contact with emergency responders (Police, Fire, or EMS).
- Safety and cleanliness indicators (including efforts toward bed bug mitigation, regular cleaning protocols, and related facility maintenance practices.)
- Staff training activities, opportunities, and associated outcomes
- Contractor shall conduct at least one (1) client survey and one (1) neighbor feedback survey every six (6) months during the term of the contract and include the results in the corresponding monthly report.

Site Safety, Neighborhood Relations, Facility Maintenance, and Appearance

- Implement professional security measures, both inside and around the facility including but not limited to lighting, fencing, cameras, staff presence, etc.
- Conduct regular trash pickup and exterior maintenance to ensure the Shelter is not contributing to blight conditions or illicit activity
- Coordinate and participate with City staff and law enforcement as needed to maintain public safety and responsiveness
- Establish and publicize a public-facing complaint and response protocol for neighborhood concerns.
- Contractor shall proactively coordinate with the City to identify, scope, and budget for all repairs. Non-capital repairs (under $5,000) and ongoing maintenance necessary to ensure the Shelter's structural integrity, safety, and functionality are the responsibility of the contractor. Contractor shall provide regular updates on facility conditions and anticipated maintenance needs, including advance notice of any issues requiring repair. For any capital improvements of over $5,000, the City will approve. All scopes of work and associated budgets must be reviewed and approved in writing by the City's Community Services Director and then the Facilities Team. After approval, then any work may commence. This responsibility includes, but is not limited to, servicing HVAC systems, repairing plumbing, maintaining life safety systems (e.g., alarms, extinguishers, emergency lighting), and maintaining doors, windows, and exterior systems.
- All natural gas, electricity, domestic water, and sanitary sewer service shall be paid by the Contractor.

Site Relocation Plan for Residents

- Develop a client relocation plan for the closure of the current location and potential relocation at a new location, including a phased intake process as needed. This includes targeted case management for individuals to assist in their transition to permanent housing, alternative shelter or other positive outcomes and service placements. The City will be primarily responsible for overarching plans regarding the specific service model, relocation site, and other programmatic logistics involved with the phase out of the 2801 Cerrillos location.
- Actively engage and participate in the transition from the current shelter to a new facility by leading client engagement and recognizing trauma-informed practices in collaboration with City staff's input.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Emergency Shelter Operator for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. COMPENSATION

A. Payment. The City shall compensate the Contractor: For the services and goods described in the scope of work, the City agrees pay the Contractor a not to exceed total of $1,343,993.00.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid however if City disputes any portion of an invoice, City shall pay the undisputed portion and work in good-faith with Contractor to resolve the disputed portion in a timely manner.

D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **six (6) months from date of final signature with the option to renew up to two (2) years,** unless terminated pursuant to paragraph Termination and paragraph Appropriations. A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. TERMINATION

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

a. The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

b. 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 Contract

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.

c. Notwithstanding the foregoing, this Contract 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 Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to the "Appropriations" Article, of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. 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 **CONTRACT**.*

6. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within seventy-five (75) days of receipt of the proposed amendment.

7. STATUS OF CONTRACTOR

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

8. ASSIGNMENT

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

9. SUBCONTRACTING

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

10. RELEASE

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

11. CONFIDENTIALITY

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

12. PRODUCT OF SERVICE - COPYRIGHT

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor. For the avoidance of doubt, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of Contractor.

13. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

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

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

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

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

14. AMENDMENT

A. This Contract 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 Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within seventy-five (75) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in "Term" herein, or to agree to the reduced funding.

15. ENTIRE AGREEMENT

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. MERGER

This Contract incorporates all the Contracts, 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 contract.

All terms and conditions of the **FY26-HSRFP-087 - Emergency Shelter Operator** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. PENALTIES FOR VIOLATION OF LAW

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

18. EQUAL OPPORTUNITY COMPLIANCE

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

19. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, 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, Section 38-3-2. By execution of this Contract, 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 Contract.

20. 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 Contract may be terminated by the City.

21. PROFESSIONAL LIABILITY INSURANCE

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

22. OTHER INSURANCE

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

22.1. COMMERCIAL GENERAL LIABILITY

insurance shall be written on an occurrence basis and be a 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.

22.2. BUSINESS AUTOMOBILE LIABILITY

Insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

22.3. BROADER COVERAGE AND LIMITS

for the insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

Contractor shall maintain the above insurance for the term of this Contract 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.

23. RECORDS AND FINANCIAL AUDIT

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

24. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents. To the extent any claim arises from the negligence of Contractor and the City as determined by a court of competent jurisdiction, Contractor's indemnification obligations herein shall be limited only to Contractor's proportionate share of fault. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. INVALID TERM OR CONDITION

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

27. ENFORCEMENT OF CONTRACT

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

28. NOTICES

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

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Youth and Family Services Division Kristen Woods, Program Manager PO Box 909 Santa Fe, NM 87504-0909 Krwoods@santafenm.gov 505-955-6913	**To the Contractor:** Dr. Lena Miller Chief Executive Officer PO Box 425509, San Francisco, CA 94142-5509 lenam@urban-alchemy.us With electronic copies to: legal@urban-alchemy.us

29. AUTHORITY

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

30. NON-COLLUSION

In signing this Contract, the Contractor certifies the 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's Chief Procurement Officer.

31. DEFAULT/BREACH

In case of Default and/or Breach by the Contractor that is uncured within a reasonable time period after Contractor receives written notice of such default and/or breach, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

32. EQUITABLE REMEDIES

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. 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 uncured default and

failure to cure such default within a reasonable time period. 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor 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 Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE - APPROVAL

SIGNATURE

Michael J. Garcia

FULL NAME

Mayor

TITLE

06/12/2026

DATE SIGNED

CONTRACTOR

Lena Miller (Jun 5, 2026 14:47:40 PDT)

SIGNATURE

Lena Miller

FULL NAME

Chief Executive Officer

TITLE

Jun 5, 2026

DATE SIGNED

NMBTIN#

ATTEST

SIGNATURE

GB MTG 06/10/2026

Geralyn F. Cardenas

FULL NAME

City Clerk

TITLE

06/12/2026

DATE SIGNED

Approved to form and legal sufficiency by:

Ruby Crews (Jun 5, 2026 15:19:47 MDT)

SIGNATURE

Ruby Crews

FULL NAME

Assistant City Attorney

TITLE

Jun 5, 2026

DATE SIGNED

APPROVED FOR FINANCES

ANDREA PHILLIPS (Jun 5, 2026 16:49:18 MDT)

SIGNATURE

ANDREA PHILLIPS

FULL NAME

Finance Director

TITLE

06/05/2026

DATE SIGNED

City of Santa Fe, New Mexico
Memorandum

DATE: June 4, 2026

TO: Chief Brian Moya, Interim City Manager

VIA: Sandra Emory, Community Services Director

Lia Azul Salaverry, Youth and Family Services Director

FROM: Kristen Woods, Youth and Family Services Program Manager

SUBJECT: Request for item be added to the June 10th Governing Body to the Action Items: Consent Agenda

ITEM AND ISSUE: Request For Approval of Professional Services Contract with Urban Alchemy for Operation of Emergency Shelter in the Total Amount of $1,343,993 for a term of six months for Homelessness Services. (Kristen Woods, Youth and Family Services Program Manager; Krwoods@santafenm.gov)

BACKGROUND AND SUMMARY:

RFP FY26-HSRFP-087 for Emergency Shelter operations was opened to the public to receive bids to operate the low-barrier, 24-hour shelter to serve adults experiencing homelessness on April 10. This contract is for day-to-day operations, maintaining a safe and respectful environment, and coordinating service delivery and housing navigation for shelter clients at the Shelter at 2801 Cerillos Rd. The Operator will:

- Provide 24/7 shelter
- Implement professional security measures, both inside and around the facility including but not limited to lighting, fencing, cameras, staff presence, trash pick-up etc.
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

The Evaluation Committee has been working diligently to evaluate and select the best Operator. However, timing worked out such that the Contract needed to go straight to Governing Body in order to ensure continuity of care.

ACTION REQUESTED:

Requesting approval to add the contract to the Governing Body agenda to expedite the process to begin services as soon as possible to ensure operations do not cease and the communities indigent population without access to shelter services.

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket ***services'*** determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

General Services (continued):

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

General Services (continued):

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Professional Services (Continued):

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

Professional Services (Continued):

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer

_____ Date: 06/30/2025

Emily Oster, Finance Director

Emily K. Oster Date: 06/30/2025

BAKER, NICOLE P.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Monday, March 30, 2026 3:39 PM
To: BAKER, NICOLE P.
Cc: WOODS, KRISTEN R.; GONZALES, JUSTIN M.; Purchasing DET
Subject: Re: Horizons Determination Requested - Shelter Staffing & Operations

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 220
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 Mon, Mar 30, 2026 at 3:37 PM BAKER, NICOLE P. <npbaker@santafenm.gov> wrote:

> Good afternoon,
>
> The City of Santa Fe Youth & Family Services Division is seeking quotes for the attached scope of work relating to shelter operation. Please let us know if this is a scope you would accept or decline.

The scope of work includes, but is not limited to, the following items:

- Operate a low-barrier, 24-hour shelter at 2801 Cerrillos Road serving up to 100 adults who are experiencing homelessness (Shelter)
- Stabilize shelter operations without a gap in service, preventing harm to residents and the community, while the City evaluates the long-term viability and use of the facility
- Ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways

Please see attachment for full, detailed scope.

Kind regards,

Nikki Baker

Youth and Family Services Project Administrator

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6592 | Email: npbaker@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

URBAALC-01 DSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/5/2026

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

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

PRODUCER	CONTACT NAME:	
H&H Insurance Services, Inc. PO Box 830 Los Gatos, CA 95031-0830	PHONE (A/C, No, Ext): (408) 343-8680	FAX (A/C, No): (408) 343-8686
	E-MAIL ADDRESS: info@hhinsure.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Surplus Lines Ins	10172
INSURER B : National Fire & Marine Ins Co	20079
INSURER C : Atlantic Specialty Ins Co	27154
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Urban Alchemy
PO Box 425509
San Francisco, CA 94142-5509

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		G74291661004	9/1/2025	9/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:						Deductibl	$ 100,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO			72APB011864	6/24/2025	6/24/2026	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
A	[ ] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE			G72594083004	9/1/2025	9/1/2026	AGGREGATE	$ 10,000,000
	[ ] DED [X] RETENTION $ 100,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Crime			MML0071450925 (1ST)	9/1/2025	9/1/2026	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Street outreach services City of Santa Fe, their officials, officers, employees, and agents are additional insureds per attached endorsement.

CERTIFICATE HOLDER

City of Santa Fe Community Health & Safety
Attn: Henri Hammond-Paul
119 E Marcy St, Ste 101
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: URBAALC-01 DSMITH

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
H&H Insurance Services, Inc.	Urban Alchemy PO Box 425509 San Francisco, CA 94142-5509
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

CYBER LIABILITY
Carrier: Houston Casualty Company (NAIC #42374)
Policy #: H25NGP24488001
Term: 09/01/2025 - 09/01/2026
Limits:
$1,000,000 Aggregate
$1,000,000 Each Claim
$ 25,000 Deductible Each Claim
$ 75,000 Aggregate Deductible

DIRECTORS' & OFFICERS' LIABILITY
Carrier: Landmark American Insurance Company (NAIC #33138)
Policy #: LPP718000
Term: 02/21/2026 - 02/21/2027
Limits:
$1,000,000 Aggregate
$1,000,000 Each Claim
$ 100,000 Retention

PROFESSIONAL LIABILITY
Carrier: Lloyd's of London
Policy #: ATR2502208
Term: 09/01/2025 - 09/01/2026
Limits:
$3,000,000 Aggregate
$1,000,000 Each Claim
$ 50,000 Deductible

SEXUAL MISCONDUCT LIABILITY
Carrier: Lexington Insurance Company (NAIC #19437)
Policy #: 011170832
Term: 09/01/2025 - 09/01/2026
Limits:
$4,000,000 Aggregate
$2,000,000 Each Victim
$ 50,000 Deductible Per Claimant

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
As required by written contract signed by both parties prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

Emergency_Shelter_Urban_Alchemy_Contract_Packet

Final Audit Report 2026-06-05

Created:	2026-06-05
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZReOk5DzL1vYOVv63BMssjL9lRUcfrWm
Documents:	Emergency_Shelter_Contract_Packet.pdf (32 pages)
Number of Documents:	1
Document page count:	32
Number of supporting files:	0
Supporting files page count:	0

"Emergency_Shelter_Urban_Alchemy_Contract_Packet" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2026-06-05 - 10:42:51 PM GMT- IP address: 63.232.20.2

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-06-05 - 10:45:16 PM GMT

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-06-05 - 10:45:17 PM GMT

Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
2026-06-05 - 10:45:17 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2026-06-05 - 10:48:44 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)
Signature Date: 2026-06-05 - 10:49:18 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-06-05 - 11:23:05 PM GMT- IP address: 104.47.64.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-06-05 - 11:23:32 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

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Agreement completed.

2026-06-05 - 11:23:32 PM GMT

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Acrobat Sign

Signature: 

Email: xivigil@santafenm.gov

26-0222 Urban Alchemy

Final Audit Report 2026-06-12

Created:	2026-06-12
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaLJT5wsQw7K3SSIJ1UazhloYF5XAmExl
Documents:	26-0222 Urban Alchemy.pdf (34 pages)
Number of Documents:	1
Document page count:	35
Number of supporting files:	0
Supporting files page count:	0

"26-0222 Urban Alchemy" History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2026-06-12 - 4:26:37 PM GMT- IP address: 63.232.20.2

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2026-06-12 - 4:29:34 PM GMT

Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2026-06-12 - 4:29:52 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to Michael Garcia (mjgarcia@santafenm.gov) for signature
2026-06-12 - 4:30:07 PM GMT

Email viewed by Michael Garcia (mjgarcia@santafenm.gov)
2026-06-12 - 4:37:49 PM GMT- IP address: 104.47.64.254

Document e-signed by Michael Garcia (mjgarcia@santafenm.gov)
Signature Date: 2026-06-12 - 4:38:05 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2026-06-12 - 4:38:21 PM GMT

Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2026-06-12 - 5:48:20 PM GMT- IP address: 104.47.65.254

Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2026-06-12 - 5:48:35 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

City of Santa Fe
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Agreement completed.

2026-06-12 - 5:48:35 PM GMT

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Acrobat Sign

CITY OF SANTA FE

The Purchasing Memo

Date: May 23, 2025

To: Governing Body and Finance Committee

From: Henri Hammond-Paul, Director, Community Health and Safety Department

Subject: Street Outreach Services Contract

Vendor Name: Urban Alchemy

Munis Vendor Number: 9716

ITEM AND ISSUE:

Community Health and Safety Department Respectfully Requests your Review and Approval of a Service Contract with Urban Alchemy in the Total Amount of $ 7,948,133.59 for Street Outreach and Community-Based Public Safety Services for a Term of 4 years. (Henri Hammond-Paul, Director, Community Health and Safety; hmhammondpaul@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250602.

BACKGROUND AND SUMMARY:

Over the past 10 years, the City of Santa Fe has experienced a significant increase in calls for service, including emergency medical response, law enforcement activity, and community complaints related to public safety and sanitation. These challenges include reports of drug use, aggressive behavior, unsanitary conditions, and visible mental health crises. The high concentration of vulnerable individuals in both the Cerillos Corridor and the Downtown areas—many of whom are unsheltered and face complex behavioral health needs—has strained both emergency services and neighborhood relationships.

To address these concerns, the City is launching a community-based public safety initiative that prioritizes proactive engagement, harm reduction, and service connection. Rather than relying solely on traditional law enforcement responses, this approach aims to build trust, reduce conflict, and create safer conditions for both unhoused individuals and surrounding residents and businesses.

The selected Contractor will provide a consistent presence in affected areas, using de-escalation techniques, supportive engagement, and coordination with housing, behavioral health, and outreach services. The goal is to reduce risk, improve safety outcomes, and support long-term stabilization for individuals and the broader community.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/23/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

This contract was awarded through a competitive Request for Proposals (RFP) process under NMSA 1978, Section 13-1-111. RFP #25131 was issued on March 7, 2025, and two proposals were received and evaluated in accordance with City procurement requirements (Munis Procurement #26485). Following a thorough evaluation process, the Evaluation Committee recommended awarding the contract to Urban Alchemy as the highest-scoring offeror.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño N/A **Date:** 05/23/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☐ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number:

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

- Horizons declination
- CPO Service Determination Email
- Procurement document: RFP
- Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
- Professional Services Contract

Item #: 25-0216
Munis Contract #: 3250602.
RFP #: 25131

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and executed by and between the **City of Santa Fe**, New Mexico, hereinafter referred to as the '**City**,' and **Urban Alchemy** hereinafter referred to as the '**Contractor**.' This Contract becomes effective upon approval by the City's Governing Body and execution by the Mayor, as set forth below.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has determined that this Contract complies with the provisions of NMSA 1978, Sections 13-1-28 through 13-1-199, and that the procurement process adhered to the requirements of NMSA 1978, Section 13-1-111 for the Request for Proposals (RFP); and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in this Contract; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services for the City:

Deliver street outreach services in areas identified by the City, including but not limited to, the following two specific key geographic areas in the city:

1. Cerrillos Corridor
2. Downtown Santa Fe

This initiative addresses public safety concerns, builds community relationships, and provides unhoused individuals with access to supportive services in safe locations. The Contractor will implement community-based public safety practices that foster positive outcomes for individuals and the broader community.

Goals and Objectives:

- Engage with unhoused individuals through street outreach to build trust and connect them with resources and services.
- Enhance public safety by intervening in non-emergency situations related to homelessness, mental health, and addiction.
- Provide safe spaces within the Cerrillos Corridor, Downtown areas or other areas as identified by the City.

- Activate public spaces to foster positive community interactions and improve perceptions of safety.

Key Service Areas:

1. **Street Outreach:**
    - Deploy outreach teams in the Cerrillos Corridor and Downtown Santa Fe and other areas identified by the City.
    - Engage unhoused individuals with a compassionate, non-policing approach.
    - Build relationships to reduce isolation, loneliness, and distress among vulnerable populations.
    - Provide referrals and connections to housing, medical care, substance use treatment, mental health services, and other community resources.
2. **Safe Spaces and Day Services:**
    - Establish or manage designated safe spaces in both the Cerrillos Corridor and Downtown areas or other areas identified by the City.
    - Provide day services such as:
        - Access to basic needs (e.g., hygiene facilities, climate stations, and food/water).
        - A welcoming environment for both housed and unhoused community members to foster inclusivity.
3. **Community-Based Public Safety:**
    - Activate public spaces through positive engagements that encourage safe behaviors.
    - Train outreach workers to de-escalate conflicts and address safety concerns with professionalism and empathy.
    - Foster collaboration between outreach teams, local law enforcement, and emergency services to ensure coordinated responses.
    - Collect data on outreach activities and outcomes to inform ongoing service improvements and impact evaluation.

Deliverables:

- **Staffing:**
    - Provide outreach workers for each service area (Cerrillos Corridor and Downtown or other areas identified by the City).
    - Ensure staff are trained in street psychology, trauma-informed care, conflict de-escalation, and community resource navigation.
- **Implementation:**
    - Define outreach schedules and coverage areas.
    - Establish safe spaces with access to day services in all areas.
- **Reporting:**
    - Submit regular updates on outreach activities, challenges, and outcomes.

- Provide data on the number of individuals served, types of services provided, and any measurable impacts on public safety.
- A detailed budget for outreach operations and the establishment/management of safe spaces.
- A timeline for implementation and ongoing service delivery.

- **Collaboration:**
  - Work closely with city departments, local service providers, and law enforcement to coordinate responses and services.
  - Participate in city-led meetings or planning sessions as needed.

This Contract may be utilized by any entity or organization legally authorized to do so, subject to the prior written approval of the City's Chief Procurement Officer. Eligible entities include, but are not limited to, all agencies, commissions, institutions, political subdivisions, and local public bodies. Any such use of this Contract shall be in accordance with all applicable laws, regulations, and procurement requirements. The Contractor shall honor all orders placed by authorized entities under the terms and conditions of this Contract.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to community-based public safety and street outreach for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. Compensation

.A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of one million nine hundred twenty-eight thousand four hundred six dollars ($1,928,406.00) per year, The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of one million nine hundred twenty-eight thousand four hundred six dollars ($1,928,406.00) per year, which shall increase by 2% each year due to increases caused by cost-of-labor, overhead costs, and similar.**The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed $7,948,133.59 over four (4) years.**

B. Payment. The total compensation under this Contract shall not exceed **$7,948,133.59** including New Mexico gross receipts tax and expenses..**This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. 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 thirty (30) (1) days after the termination of this Contract. Payment Invoices received after such date WILL NOT BE PAID.

D. **Deliverable-Based Initial Payment.** The City shall provide Urban Alchemy with a one-time deliverable-based initial payment, of $250,000 or 20% of the total contract amount, whichever is less, upon submission and City approval of a written deliverable that outlines the following:

1. Urban Alchemy's proposed approach to street outreach in Santa Fe, including their understanding of local conditions and service gaps.
2. A summary of the evidence base and experience from other cities that informs their model.
3. A detailed plan for launching and scaling operations in Santa Fe, including staffing, timelines, and partnership strategy.
4. A strategy for sustaining operations and continuing to innovate over time.

This deliverable-based initial payment is in exchange for the deliverable described above and is not an advance on services and is included in the compensation amount described in paragraph 3(A) above. The deliverable must be submitted within 30 days of contract execution. Payment is contingent on City review and written acceptance.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

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 Contract 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 Contract 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 Contract, the Contractor is suspended or debarred by the City; or (iii) this Contract is terminated pursuant to Paragraph 6, "Appropriations."

C. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. 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 CONTRACT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within seventy-five (75) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. For the avoidance of doubt, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of Contractor.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor. Notwithstanding the foregoing, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of Contractor.

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

14. Amendment

A. This Contract 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 Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within seventy-five (75) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. Merger

This Contract incorporates all the 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 contract.

All terms and conditions of RFP #25131 and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, 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, section 38-3-2. By execution of this Contract, 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 Contract.

20. 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 Contract may be terminated by the City.

21. Professional Liability Insurance

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

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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 a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

C. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract 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.

23. Records and Financial Audit

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

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents. The indemnification obligations herein do not apply where any such claim is caused in whole or in part by the City, its officers, employees, servants, subcontractors, or agents and their negligent act or omission or intentional misconduct. To the extent any claim arises from the negligence of Contractor and the City, Contractor's indemnification obligations herein shall be limited only to Contractor's proportionate share of fault. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

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

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

28. Notices

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

To the City: Henri Hammond-Paul, Director, Community Health and Safety
119 E Marcy Street, Suite 101
Santa Fe, NM 87501
Hmhammondpaul@santafenm.gov

To the Contractor: Urban Alchemy
Dr. Lena Miller, Chief Executive Officer
PO Box 425509
San Francisco, CA 94142
lenam@urban-alchemy.us
With additional copies to: legal@urban-alchemy.us

29. Authority

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

30. Non-Collusion

In signing this Contract, the Contractor certifies the 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's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor that is not cured within a reasonable time period after Contractor receives notice of such default and/or breach, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. 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 and failure to cure such default within a reasonable time period. 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor 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 Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

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

CITY OF SANTA FE:

Alan Webber (Jun 4, 2025 15:29 MDT)

Mayor Alan Webber

CONTRACTOR: Urban Alchemy

Lena Miller (May 22, 2025 17:12 PDT)

Lena Miller, CEO

DATE: 05/22/2025

NMBTIN #: 7868634

ATTEST:

ANDREA SALAZAR (Jun 4, 2025 16:36 MDT)

CITY CLERK

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

The City of Santa Fe, Central Purchasing Division (CPD)
AND
Community Health and Safety

REQUEST FOR PROPOSALS (RFP)

Street Outreach Services

RFP# 25131

Proposals are due on: March 24, 2025

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I. INTRODUCTION

A. PURPOSE OF THIS RFP

The purpose of the RFP is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of street outreach services to address public safety concerns, build community relationships, and provide unhoused individuals with access to supportive services in safe locations.

B. BACKGROUND INFORMATION

Santa Fe, like many communities across the country, is grappling with an escalating public health crisis at the intersection of opioid misuse, untreated mental illness, and homelessness. The rise in fentanyl-related overdoses has placed immense pressure on emergency responders, hospitals, and public services. At the same time, a shortage of behavioral health resources has left many residents without access to necessary care, further compounding the crisis. These issues are exacerbated by the region's housing affordability challenges, which continue to push vulnerable individuals into homelessness. The result is a growing strain on city infrastructure, from emergency departments and law enforcement to local businesses and public spaces.

The need for targeted, coordinated interventions has never been greater. Without expanded outreach services, individuals in crisis will continue to cycle through emergency rooms, jails, and temporary shelters without long-term solutions. The absence of early intervention mechanisms not only places lives at risk but also increases financial and social burdens on the community. By investing in proactive and responsive service delivery, Santa Fe can reduce the harms associated with opioid use and mental health crises while improving public safety and overall community well-being.

C. SCOPE OF PROCUREMENT

The City of Santa Fe seeks proposals from qualified service providers to deliver **street outreach services** in two key areas but could expand to include more areas in the city:

1. **Cerrillos Corridor**
2. **Downtown Santa Fe**

The city is seeking a four-year contract with an estimated $1.5-2M/year. This initiative aims to address public safety concerns, build community relationships, and provide unhoused individuals with access to supportive services in safe locations. The selected provider will implement community-based public safety practices that foster positive outcomes for individuals and the broader community.

Goals and Objectives:

- Engage with unhoused individuals through **street outreach** to build trust and connect them with resources and services.
- Enhance public safety by intervening in non-emergency situations related to homelessness, mental health, and addiction.
- Provide **safe spaces** within the Cerrillos Corridor, Downtown area and any other area(s) as determined by the city for individuals to access day services.

- Activate public spaces to foster positive community interactions and improve perceptions of safety.

Key Service Areas:

1. **Street Outreach:**
    - Deploy outreach teams in the **Cerrillos Corridor, Downtown Santa Fe and any other area(s) as determined by the city.**
    - Engage unhoused individuals with a compassionate, non-policing approach.
    - Build relationships to reduce isolation, loneliness, and distress among vulnerable populations.
    - Provide referrals and connections to housing, medical care, substance use treatment, mental health services, and other community resources.

2. **Safe Spaces and Day Services:**
    - Establish or manage **designated safe spaces** in both the Cerrillos Corridor and Downtown areas and any other area(s) as determined by the city.
    - Provide day services such as:
        - Access to basic needs (e.g., hygiene facilities, climate stations, and food/water).
        - A welcoming environment for both housed and unhoused community members to foster inclusivity.

3. **Community-Based Public Safety:**
    - Activate public spaces through positive engagements that encourage safe behaviors.
    - Train outreach workers to de-escalate conflicts and address safety concerns with professionalism and empathy.
    - Foster collaboration between outreach teams, local law enforcement, and emergency services to ensure coordinated responses.
    - Collect data on outreach activities and outcomes to inform ongoing service improvements and impact evaluation.

Deliverables:

- **Staffing:**
    - Provide outreach workers for each service area (Cerrillos Corridor, Downtown and any other area(s) as determined by the city).
    - Ensure staff are trained in street psychology, trauma-informed care, conflict de-escalation, and community resource navigation.
- **Implementation:**
    - Define outreach schedules and coverage areas.
    - Establish safe spaces with access to day services in both areas.
- **Reporting:**
    - Submit regular updates on outreach activities, challenges, and outcomes.
    - Provide data on the number of individuals served, types of services provided, and any measurable impacts on public safety.
    - A detailed budget for outreach operations and the establishment/management of safe spaces.
    - A timeline for implementation and ongoing service delivery.

- **Collaboration:**
  - Work closely with city departments, local service providers, and law enforcement to coordinate responses and services.
  - Participate in city-led meetings or planning sessions as needed.

The resulting contract may be a multiple award.

This procurement will result in a Citywide Price Agreement/Contract that may be utilized by all agencies, commissions, institutions, political subdivisions, and local bodies, etc. allowed by law.

D. PROCUREMENT MANAGER

Community Health and Safety has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Name: Henri Hammond-Paul, Procurement Manager
Telephone: (505) 490-7818

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the CPD at the following emails:

   Procurement Manager: hmhammondpaul@santafenm.gov
   CPD: purchasing_RFP@santafenm.gov

   Offerors may contact **ONLY** the Procurement Manager and the CPD regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager. Do not contact the Procurement Manager after the Proposals' due date.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager.** As a Protest Manager has been named in this RFP, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this RFP** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via upload:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

F. DEFINITION OF TERMINOLOGY

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



G. PROCUREMENT LIBRARY

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

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

Other relevant links:

- City Plan
    a. https://santafenm.gov/chs/homelessness

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates	Times (in Mountain)
Issue RFP	CPD	March 7, 2025	
Pre-Proposal Meeting	Procurement Manager /Potential Offerors	March 18, 2025	10:00 AM
Deadline for Written Questions	Potential Offerors	March 19, 2025	5:00 PM
Response to Written Questions	Procurement Manager	March 21, 2025	
Proposals Due Date	**Offerors**	**March 24, 2025**	**3:00 PM**
*Interviews (If Necessary)	*Potential Offerors*	*March 26 – 27, 2025*	
*Identification of Potential Best-Valued Offerors	Evaluation Committee	March 28 – April 2, 2025	
*First Clarification Meeting	Evaluation Committee/Finalist Offerors	April 3, 2025	
*Final Clarification Meeting	Evaluation Committee/Finalist Offerors	April 4 – 9, 2025	
*Best and Final Offers	Offerors	April 10, 2025	
*Governing Body Approval	Governing Body	April 11 - 30, 2025	
*Contract Award	Requesting Department	May 1, 2025	

*Dates indicated after "Proposals Due Date" through "Contract award" are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown above.

The City reserves the right to:

1. Change or extend the Proposals Due Date.
2. Revise the RFP document prior to the due date.

The city will process addenda if it is determined that modifications, clarifications, or additions to the RFP are necessary. Addenda will be announced via email to registered Potential Offerors that have selected the corresponding commodity code used for this event.

1. **Issue RFP**

   This RFP is being issued on behalf of The City Community Health and Safety on the date indicated in the Sequence of Events.

2. **Pre-Proposal Meeting**

   A Pre-Proposal Meeting will be held as indicated in the Sequence of Events, beginning at 10:00 AM MST/MDT via MS Teams: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTJiODhkOTUtNTdjNC00OTYwLTgxMGEtNzA5ZDQ4ZDU1MzM5%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%228d3a19bb-3961-4588-8915-1014f4def1c1%22%7d

   Potential Offerors are encouraged to submit written questions in advance of the conference to the CPD and the Procurement Manager (see Section I.D). The identity of the organization submitting the questions will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Meeting.

   Attendance at this meeting is highly recommended, but not a prerequisite for submission of a proposal.

3. **Deadline for Written Questions**

   Potential Offerors may submit written questions to the CPD and the Procurement Manager as to the intent or clarity of this RFP as indicated in the Sequence of Events. All written questions must be addressed to the CPD and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. **Responses to Written Questions**

   Responses to the written questions will be provided on Bid Central, on or before the date indicated in the Sequence of Events and is available for all potential Offerors.

   An electronic version of the Questions and Answers will be posted to Bid Central.

5. **Proposals Due Date**

   Proposals must be uploaded and submitted in BID Central before the deadline indicated in the Sequence of Events to be considered for review and evaluation.

   All proposals must be submitted electronically through the designated upload link provided in the Response Format and Organization section. Proposals submitted by any other method will not be accepted.

Bid Central will maintain a log of all submitting organizations. In accordance with NMSA 1978, Section 13-1-116, the contents of proposals shall remain confidential and will not be disclosed to competing Offerors during the negotiation process.

The negotiation process remains in effect until the contract is awarded.

For the purposes of this RFP, awarded means the contract has been approved by the City's Governing Body and subsequently signed by the City Mayor.

6. Interviews

Offerors may be required to participate in interviews to evaluate expertise. If interviews are not conducted, each Offeror will receive maximum points for this factor. A notification will be sent to Offerors with meeting details once the Evaluation Committee has conducted their initial review. The Evaluation Committee may interview the Key Personnel Lead. A second individual may be present (standby) to clarify the Cost Form.

7. Identification of Potential Best-Valued Offerors

All proposals will be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration. The CPD and/or the Procurement Manager in conjunction with the Evaluation Committee may contact the Offeror for clarification of the response. Responsive proposals will be evaluated on the factors listed in this RFP. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, Section 13-1-117, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section IV will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

8. First Clarification Meeting

The City may require that Offerors attend separate First Clarification Meetings to present proposals and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project.

9. Final Clarification Meeting

The Final Clarification Meeting may be held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. Offerors and City stakeholders should not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the Sequence of Events.

10. Best and Final Offers

This RFP process will allow for Best and Final Offers (BAFO) from finalist Offerors. Specifically, Offerors should provide their strongest possible pricing in initial proposals, as we expect competitive submissions upfront. However, we reserve the right to re-open negotiation by requesting BAFO under the schedule outlined in the Sequence of Events, or on an accelerated timeline from finalists. The purpose would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer. Finalist Offerors may also amend or clarify their proposal during the Clarification Meeting.

11. Governing Body Approval

Depending on the amount of the total compensation, including any term extensions of the contract, either the City manager will approve and sign the contract, or it will be presented as an agenda item for the appropriate Committee Meetings and then the Governing Body for approval. The mayor signs all contracts presented to the Governing Body.

12. Contract Award

The award is subject to the CPD, Department, and City Manager/Governing Body approval. The Contractor must not commence work until the Department issues a Purchase Order.

13. Protest Deadline

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

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

14. Finalize Contract

After approval of the Evaluation Committee Report, any contracts resulting from this RFP will be finalized with the most advantageous Offerors, taking into consideration the evaluation factors set forth in this RFP, as per the Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror(s) in the timeframe specified, the City of Santa Fe reserves the right to finalize a contract with the next most advantageous Offeror(s) without undertaking a new procurement process.

C. GENERAL REQUIREMENTS



GENERAL REQUIREMENTS.doc

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

ELECTRONIC SUBMISSION ONLY

Offerors must submit proposals in response to this RFP through the Bid Central link. Only one electronic copy of each part of the proposal (Main and Cost) should be submitted, as outlined below.

Main portion and cost portion of Offeror's proposal **should** be submitted in separate uploads as indicated below in this section and **should** be prominently identified as "Main Proposal," "Confidential Proposal," or "Cost Proposal," on the front page of each upload.

ELECTRONIC proposal submissions must be fully submitted on: https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx by the submission deadline in the Sequence of Events, submissions cannot be password protected and should be in PDF format. ***The Offeror should ensure to allow adequate time for large PDF files (uploads/attachments) to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via the submission link by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.***

LATE PROPOSALS MAY NOT BE ACCEPTED

Any proposal that does not adhere to the requirements of **Section III Response Format and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals should be submitted as follows:

Offerors shall include the following forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow Offeror Form instructions may result in disqualification.

Attachment	Form	Value
Attachment A	Proposal Cover Page, Declaration, & Checklist	Required
Attachment B	Campaign Contribution Disclosure Form	Pass/Fail
Attachment C	Conflict of Interest	Required

Attachment D	Non-Collusion Affidavit	Required
Attachment E	Key Personnel Proposal Form	Pass/Fail
Attachment F	Project Cost Proposal Form	Rated
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format	Pass/Fail
Attachment G1	Scope/Level of Expertise Plan (SC/LE)	Rated
Attachment G2	Value Added Plan (VA)	Rated
Attachment H	Reference List	Pass/Fail

IV. EVALUATION

An Evaluation Committee will evaluate and score the responses to the RFP based on the information provided in each response and committee's evaluation of the Offeror's understanding of the objectives of this project. The Pre-Proposal Meeting will be important for Offerors to understand what information needs to be included in their proposals.

Proposals will be reviewed based on the criteria listed below. These points have been evaluated as critical qualifications to the success of the project.

No.	Rating Criteria	% Weighting
1	Scope/Level of Expertise Plan (SC/LE)	35
2	Value Added Plan (VA)	20
3	Cost Proposal	35
4	Interview (If Necessary)	10
5	Local Preference	6%*

*See local preference requirements below

A. DESCRIPTION OF EVALUATION

To ensure that a proposal is complete and addresses all key RFP issues, proposals should adhere to the following format. Proposals shall be organized into the following sections, in the order listed, and inclusive of all requested information:

a) **Proposal Cover Page, Declaration, and Checklist:** Offerors will prepare and submit the Proposal Cover Page, Declaration, and Checklist (Attachment A).

b) **Key Offeror Project Lead.** Using Attachment E, complete the Key Personnel Lead Proposal Form. The Offeror shall provide the name of the Primary Project Lead (the personnel should be the person who will

be interviewed if shortlisted) that the offeror proposes to execute the project pursuant to a resultant contract.

c) **Project Cost Proposal Form.** The offeror will prepare and submit a cost proposal and breakout (see Attachment F). Attachment F should be submitted in a separate electronic document from the rest of the proposal. The rest of the proposal shall not include any financial information in regard to the overall project. Any financial information associated with a Value Add (Attachment G2) can be included in that section and will be seen by the Evaluation Committee.

d) **Project Capability (PC) Submittal.** The Project Capability Submittal has two components: Scope/Level of Expertise Plan (SC/LE), and Value-Added Plan (VA). (See Attachments G, G1 and G2).

i. Purpose of PC Submittal

i. Assist City in prioritizing Offerors' submittals based on their scope, expertise, and ability to understand and deliver the intended project.
ii. Provide high performing offerors the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.

ii. PC Submittal Format Requirements

i. PC submittal should NOT contain any names that can be used to identify who the offerors are (such as firm names, personnel names, Project names, or product names).
ii. A PC proposal template is included in this RFP. This document should be used by all offerors. Offerors are NOT allowed to re-create, re-format, or modify the template in any manner. Offerors should type their responses on the Word template provided.
iii. Failure to comply with any of the PC format requirements may result in disqualification.
iv. The PC submittal shall not contain any marketing information. The submittal should be used to prove to the City that the offeror has expertise for the specific project being proposed on.
v. References used in the PC submittal should be listed in the Attachment H Reference List. The Reference List is not seen by the Evaluation Committee until after PC submittal evaluations are performed.

iii. Overview of the Scope/Level of Expertise Plan - The Scope/Level of Expertise Plan is to allow offerors to differentiate themselves based on their technical capability and understanding of the City's specific needs. It should summarize the metrics that show the offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated with technical capabilities listed in the SC/LE plan should be included in the proposed base project cost (see Attachments F and G1).

iv. Overview of the Value-Added Section - The purpose of the Value-Added Plan is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the City at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Where applicable, the offeror should identify: 1) what the City may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable

performance information of previous projects. The offeror should list the cost and time impact of its options or ideas. All cost and revenue impacts associated with these Value-Added options (Attachment G2) should NOT be included in the proposed base Cost (see Attachment F).

v. Reference List - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List (Attachment H).

e) Interviews - Offerors may be required to participate in an interview to evaluate expertise. If interviews are not conducted, each offeror will receive maximum points in this category. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Project Procurement Schedule. The individual is required to be in person for the interview. A second individual may be present (standby) to clarify Pricing Proposal if requested.

f) Local Preferences

Purpose:
The City of Santa Fe recognizes the economic value of supporting local businesses. Local preferences are intended to enhance the competitiveness of local businesses in the procurement process, in alignment with the City's Procurement Manual and applicable ordinances. These preferences are applied to promote local economic growth while adhering to the governing laws and regulations.
Usage:
Local preferences are applied in the evaluation of proposals received in response to the City's Requests for Proposals (RFPs). These preferences are granted to businesses that meet specific qualifications, as outlined below, and can only be applied to procurements funded by the City. They are not applicable to purchases using state, federal, or grant funds.
Application:

1. **Local Preference Qualification**
   - To qualify, an Offeror should attach a Resident Business certification issued by the New Mexico Taxation and Revenue Department to their proposal. This certificate should verify that the business is located within Santa Fe municipal limits.
   - Proposals without a valid certification will not be eligible for local preference consideration.
2. **Evaluation in the Formal RFP Process**
   - **Point-Based System:**
     - Local resident businesses are awarded additional points equivalent to 3% of the total possible points.
     - Businesses with all local resident business subcontractors receive an additional 3% of the total possible points.
     - Maximum local preference: 6%.
3. **Solicitations Above $1,000,000**
   - Proposals from resident businesses are deemed 6% lower than their submitted bid, provided at least 50% of subcontracted services are performed by resident businesses.
   - Proposals from non-local resident businesses are deemed 3% lower, provided at least 50% of subcontracted services are performed by resident businesses.
4. **Restrictions**
   - Local preferences are not applicable when federal funds are part of the expenditure or anticipated to be used for the contract.

- If multiple preference certificates are submitted by a vendor, only one preference will be applied per solicitation, as determined by the City.
  Additional Information: Applications for Resident Business certification can be downloaded at: http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.

B. PROJECT REVENUE CONTROLS OF THE BEST VALUE APPROACH (BVA)

There are two revenue controls in the BVA including:

a) Best Value Check: After the prioritization of offerors, if the best value Offeror(s) is within 15% of the next best value cost proposal, the best value Offeror(s) will be prioritized first. If not within the range, the best value Offeror(s) will attempt to justify why they should be awarded the contract. If the justification is clear to the Evaluation Committee, they will move into the clarification period.

b) Selection Check: Before the contract is awarded, an evaluation committee report should be given for the best value Offeror(s). If the justification is not sufficient, the award may go to the next best value who has met all the requirements of the BV approach. The Selection Check will provide the justification for hiring the highest prioritized Offeror(s). Selected proposal should be a proposal that is responsive, responsible, and is the most advantageous to City, as determined by the City in its sole discretion.

C. CLARIFICATION

The potential best value Offerors may be required to complete the Clarification Phase as outlined in the Clarification Phase Guide (Attachment I). The intent of this phase is to allow the Offerors an opportunity to clarify their proposal, address any issues or risks, any concerns to be resolved, develop a Weekly Risk Report (Attachment J), and prepare a presentation for the Clarification Meeting.

D. AWARD

The City will notify each offeror in writing of the City's decision.

a) The City reserves the right to reject any or all proposals and to award more than one offeror and to a offeror other than the lowest-priced offeror. The decision of the RFP awards by the City is final.

b) The City at its sole discretion may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.

c) The City reserves the right to accept or reject without consideration proposals that do not address the full requirements of the RFP or that do not reach the designated address and contact before the proposal due date and time identified.

The final awards is/are dependent upon the Offeror's Scope of Work (SOW) being acceptable to the City. Proposals and contents provided by the Offeror will be considered contractual obligations. Any new or unique requirements included in the proposal can be added or amended, at the City's sole option, to the final contract. Obligations of confidentiality will be an important condition of resulting contracts. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence unless otherwise allowed by the City.

All Offeror's performance will be tracked by the Department POC through the Weekly Risk Report System (See Attachment J).

ATTACHMENT LIST – List of all attachments included in the RFP

Attachment A	Proposal Cover Page, Declaration, & Checklist
Attachment B	Campaign Contribution Disclosure Form
Attachment C	Conflict of Interest
Attachment D	Non-Collusion Affidavit

Attachment E	Key Personnel Lead Form
Attachment F	Project Cost Proposal Form
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format
Attachment G (1)	Scope / Level of Expertise Plan (SC/LE)
Attachment G (2)	Value-Added Plan (VA)
Attachment H	Reference List
Attachment I	Clarification Phase Guide
Attachment J	Weekly Risk Reporting System Guide
Attachment K	Draft Contract

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror should complete and submit this Attachment. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

- ☐ Attachment A — Proposal Cover Page, Declaration & Checklist
- ☐ Attachment B — Campaign Contribution Disclosure Form
- ☐ Attachment C — Conflict of Interest
- ☐ Attachment D — Non-collusion Affidavit
- ☐ Attachment E — Key Personnel Lead Form
- ☐ Attachment F — Project Cost Proposal Form
- ☐ Attachment G — Project Capability Submittal (LE, RA, VA) Checklist and Format
- ☐ Attachment G (1) — Level of Expertise (LE) Plan
- ☐ Attachment G (2) — Value Added (VA) Plan
- ☐ Attachment H — Reference List

RFP # 25131

Phone Number

Company Name

Mailing Address

FEIN

City and Country

NMBTIN (fka CRS)

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

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
Email			
Telephone			

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

3. **Use of subcontractors** (Select one):

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

_____

(Attach extra sheets, as needed)

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

_____

(Attach extra sheets, as needed)

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

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

_____ _____, 20_____

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

ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

THIS FORM MUST BE INCLUDED IN THE RFP AND MUST BE SUBMITTED BY ANY OFFEROR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money.
or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

"**Pendency of the procurement process**" means the time between the public notice of the RFP and ending with the award of the contract or the cancellation of the RFP.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in NMSA 1978, Sections 13-1-28 through 13-1-199.

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

Names of Applicable Public Officials if any: _____

Alan Webber, Mayor
Councilor Signe I. Lindell, District 1, Pro Tem
Councilor Alma Castro, District 1
Councilor Carol Romero-Wirth, District 2
Councilor Michael Garcia, District 2
Councilor Lee Garcia, District 3
Councilor Pilar F.H. Faulkner, District 3
Councilor Amanda Chavez, District 4
Councilor Jamie Cassutt, District 4

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--OR—

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

_____ _____

Signature Date

_____

Title (Position)

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign and return with your proposal.

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

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

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

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

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

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

I certify that this firm will keep all Street Outreach Services contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Street Outreach Services contract. I understand that if this firm leaves this Street Outreach Services contract before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the Street Outreach Services contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another

person within this organization either learn or have reason to believe that any person who has access to the Street Outreach Services contract confidential information has or intends to disclose that information in violation of this agreement.

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

Company Name: _____

Authorized Representative/Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Date: _____

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

ATTACHMENT D - NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

ATTACHMENT E – KEY PERSONNEL LEAD FORM

Offeror Key Personnel Lead: _____

ATTACHMENT F - PROJECT COST PROPOSAL FORM

All amounts provided should include all labor, materials, equipment, transportation, configuration, installation, training, and profit to provide the goods and/or services described in the Scope of Procurement and by any current RFP amendments.

Provide a Total Cost to deliver the requested project, including all the requirements described in the RFP Scope of Work Overview. The Total Cost should be broken out in two separate tables:

A. Cost breakout by project deliverables.
B. Cost breakout by additional deliverables not identified in Table A

#	**Table A: Deliverables as identified in Scope of Procurement**	**Cost**
1	Staffing	$
2	Implementation	$
3	Reporting	$
4	Collaboration	$
	Total Cost	**$**

#	**Table B: Other Deliverables not identified in the Scope of Procurement**	**Cost**
1	Discount off of materials not otherwise listed	(%)
2		$
3		$
4		$
5	(add additional rows as needed)	$
	Total Cost	**$**

ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

Offerors should complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 2-page PC Submittal limit. Failing to answer or answering "No" to any of the questions below may result in disqualification.

1. Is your PC Submittal (attachments G1, & G2) a total of 2 pages or less (1 page maximum per document)? ☐ Yes ☐ No
2. Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is? ☐ Yes ☐ No
3. Do you understand that you should use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses? ☐ Yes ☐ No
4. Do you understand that the contents of PC Submittal will become part of the Contract? ☐ Yes ☐ No
5. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements? ☐ Yes ☐ No

ATTACHMENT G (1) – SCOPE/LEVEL OF EXPERTISE PLAN (SC/LE)

Instructions:

- Offerors **should use this template** to provide their project performance metrics for each requirement.
- Each reported metric **should be supported by a reference** listed in **Attachment H: Reference List**, with the corresponding reference number indicated in the "Ref #" column.
- Offerors may add additional performance metrics that differentiate their qualifications.
- **Offerors should NOT modify the prefilled sample data** or exceed the **1-page limit** for this section.
- **Offerors should NOT include any identifying information** in this submission.

The **City of Santa Fe Sample** column provides reference figures based on anticipated project needs. Offerors should enter their actual experience metrics in the **Offeror's Project Performance** column. ***Note: the instructions above may be deleted from this form.**

Project Performance Metrics

Requirement	City of Santa Fe Sample	Offeror's Project Performance	Ref #
Years of experience in street outreach services	1	[Enter value]	[#]
Number of street outreach services projects completed	1	[Enter value]	[#]
Average Budget ($) Per Project	$1.5M - $2M	[Enter value]	[#]
Average Project Duration (Years)	4	[Enter value]	[#]
Number of Cities Deployed in	1	[Enter value]	[#]
Average Number of Individuals Engaged Annually	1	[Enter value]	[#]
Average Customer Satisfaction Rating (out of 10)	10/10	[Enter value]	[#]
Average Cost Deviation (%) Quotes and Invoices	0%	[Enter value]	[#]

Additional Project Performance Metrics (Optional)

Offerors may provide additional performance metrics that highlight their expertise. Each metric should be supported by a professional reference in **Attachment H**.

Additional Criteria	Offeror's Project Performance	Ref #
[Enter additional metric]	[Enter value]	[#]
[Enter additional metric]	[Enter value]	[#]
[Enter additional metric]	[Enter value]	[#]

ATTACHMENT G (2) – VALUE ADDED PLAN (VA)

Instructions:

- Offerors **should use this template**.
- The Value-Added Plan should identify any **value-added options or ideas that may benefit the City**. The value-added claims should be prioritized (identify the most important claims first).
- The Offeror may add Value Added Claim rows to the table template, but **do not exceed the 1-page limit for this section**.
- Offerors should NOT include any identifying information in the Plan.
- Information supported by an indicated reference should have a corresponding reference listed in Attachment H: Reference List.
- Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

#	Value Added	Cost	Delay	Impact	Ref #
0	Example: Hire formerly incarcerated personnel	5%	0	Increased cost by 5%	1
1	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
2	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
3	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
4	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
5	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
6	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]

ATTACHMENT H – REFERENCE LIST

Instructions:

- Offerors **should use this template**.
- The Reference List's "Ref #" should correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans.
- All references cited should have their Point of Contact (POC) readily available if follow-up questions or verification of project information and performance is required by City.
- Any References listed which are not readily available may be considered invalid in the scoring of the Scope / Level of Expertise and Value-Added Plans.

Ref #	Client Name	POC Name	Email	Phone	Project Cost	Duration
0	Example :Client A	POC Name A	A@gmail.com	(###) ### - ####	$ 1,800,000	1/1/2020 - 5/1/2020
1	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
2	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
3	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
4	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
5	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
6	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
7	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
8	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
9	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
10	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]

ATTACHMENT I – CLARIFICATION PHASE GUIDE

1. OVERVIEW

a. The Clarification Phase is not a negotiation phase. Offerors will not be permitted to modify their cost/fee/financial rates, project durations, or project team unless the City requests changes. The Clarification Phase is started by the notification of the Prioritized highest scoring Best Value Offerors and ended by the final presentation to the City after all issues have been addressed. If the City is not satisfied during the Clarification Phase, or upon completion of the First Clarification Meeting and Clarification Summary Meetings, the City may consider another Offer for potential award (this Offeror would also have to participate in a Clarification Phase). If the Offeror provides all required documents and meets the requirements of the city with the potential Best-Value Offeror, The City may proceed with awards.

b. The Clarification Phase is carried out prior to the signing of the contract. The City's objective is to have the products/services maximized without any Offeror price increases, and with high customer satisfaction. At the end of the contract period, the City will evaluate the performance of the Offeror based on these factors, so it is very important that the Offeror pre-plans the project and utilizes the Weekly Risk Report to mitigate risk.

c. It is the Offeror's responsibility to ensure they understand the scope of their product/service offering and to clearly identify what they are delivering. It is the Offeror's responsibility to manage and mitigate the risk of their offering. It is the City's responsibility to ensure that it conveys any potential concerns and issues before the contract is signed.

d. The Clarification Phase provides the Offeror with an opportunity to identify their scope with a detailed specification and a simplified list of their tasks and financial streams. The City has the right to accept or reject this proposal. The City also has the right to identify its perceived risks, concerns, and issues which it will require the Offeror to mitigate and manage. The major deliverables in the Offeror's scope of services in the Clarification Phase include:

   i. Proposed detailed plan from beginning to end.
   ii. Integrated cost/time schedule that the BV Offeror will use to track cost/time deviations.
   iii. Simplified milestone schedule that non-technical stakeholders can follow to track deviations.
   iv. A Cost Proposal presented in two ways: milestone schedule and major areas.
   v. If any risk is identified, the Offeror should ensure that meeting minutes identify that the Offeror has a mitigation plan for the perceived risk to their proposed plan.
   vi. A Weekly Risk Reporting System (WRRS, Attachment F), which will track the implementation or delivery of the service. The service should never be executed without a Purchase Order (PO) and the WRR. The Offeror will be responsible for using the WRR to track the performance of the project, update the WRR, and send all stakeholders a copy of the WRR on a weekly basis. The WRR shall include updated: 1) cost and schedule status, 2) milestone schedule status, 3) project cost and time deviations, 4) risk mitigation and other performance metrics.

2. PRE-PLANNING AND COORDINATION

a. Offerors may be required to provide the City with supporting documentation for any information listed in their submittals before entering the Clarification Phase.

b. The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all

participants who may be a stakeholder in the project. The Offeror is required to perform the following functions as part of, or in preparation for, this Meeting:

vii. Ensure that the City has invited all its stakeholders and participants to the meeting (including the City, sub-Offerors, designer / AE, interested parties, etc.).
viii. Present the scope of services (schedule, cost, deliverables, etc.).
ix. Identify the City's responsibilities.
x. Propose the Weekly Risk Report (WRR) format.
xi. Field questions and concerns from City stakeholders.
xii. Listen to concerns, issues, and comments from the City stakeholders.
xiii. Propose a schedule to finalize the Clarification Phase and the contract documents.

c. Once the First Clarification Meeting is held, and if the City is comfortable with the Offer, the Clarification Phase begins. The Offeror may be required to complete the following:
   i. Revisit the site/buildings/campus to do any additional investigating.
   ii. Coordinate with all parties that will be involved with the delivery of products/services.
   iii. Resolve concerns and issues with mitigating actions. Prepare to summarize resolutions in the final Clarification Phase Summary Presentation meeting.
   iv. Finalize the Clarification Document (contract, WRR, payment schedule, scope of work).

3. CLARIFICATION DOCUMENT

The final Clarification Document will include the following:

a. Executive Summary - high level summary of scope documents that clearly addresses what is in scope [being delivered] and what is out of scope for the project.
b. Finalized scope documents which include details on how the tasks will be completed.
c. Description of the end deliverable in terms of simplified metrics.
d. Detailed scope descriptions– A specific breakout of every action required for the Offeror to perform the work. Including all activities required by the Offeror, City and stakeholders to perform the work, inclusive of a detailed schedule and milestone schedule.
e. Weekly Risk Report format (WRR)
f. Project financial summary.
   i. The Offeror's Original Price Proposal.
   ii. A list of agreed/accepted Value-Added Options (with impact to price)
   iii. A list of agreed upon Scope Changes or Additional Work with impact to price.
   iv. A Price Breakout and Payment Schedule.
   g. Project and emergency contact list.
h. PowerPoint presentation that describes the scope of the project in terms of cost, time, deliverables and how the deliverables acceptance will be decided.

4. FINAL CLARIFICATION MEETING

a. The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders should not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.
b. The Offeror should give a presentation, which walks the City through the entire contract period and summarizes all the coordination and planning done during the Clarification Phase. The Offeror should bring its team, and all the documents specified in the Clarification Document. The Offeror should come

with documents explaining what the City is responsible for during the contract period. The Offeror should convince the City that they have minimized or mitigated all risks and will not be surprised once the service/production begins. The Clarification meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents from the Clarification Phase.

ATTACHMENT J – WEEKLY RISK REPORTING SYSTEM GUIDE

Overview

The City may choose to use the Weekly Risk Reporting System (WRRS). The Weekly Risk Reporting System (WRRS) is a companion to the Quality Control Plan that is created by the best value Offeror during the Clarification Phase. The report serves as a tool for the City in analyzing the performance of the Project based on risk. The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting systems (that the Offeror may do).

The purpose of the WRRS is to allow the Offeror to document and manage all risks that occur throughout a project. Risk is defined as anything that might impact the project scope, cost, and schedule. This includes risks that are caused by the Offeror (or entities subcontracted by the Offeror), and risks that are caused by City (scope changes, unforeseen conditions, etc.). The City's Project Manager may also require the Offeror to document risks that may impact the City satisfaction.

Submission

The weekly report is an Excel file that should be submitted every week. The report is due every week once the Contract Award is issued, until the Project is 100% complete (and final payment is made). The Excel spreadsheet will be available from the City upon request.

The completed report should be saved using the date and name of the Project given by the City (Format: YYMMDD_Project Name; For example, 'HCM Project' for the week ending Friday, Oct 7, 2021, should be labeled '211007_HCM Project'). Weekly Reports are to be emailed by Monday.

The weekly risk report consists of reporting the project performance metrics, cost, scope changes or unforeseen events that are risks to the project in terms of scope and cost deviations, or City satisfaction including any risks that could potentially develop into an issue. When a new risk is identified, it is added to the weekly risk mitigation log.

When a risk has become an issue and causes deviation to project cost, time or quality, it is added to a project deviations log, along with the following: Identification date (date the issue was identified), plan to resolve issue, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

As deviations arise that warrant attention, the Offeror should not wait to submit the weekly risk report. The Offeror should contact the City if there are any risks or potential risks identified that are or could be rated at a high level. When a risk is eliminated or the issue is resolved, the actual date of elimination or resolution should be listed.

The City will analyze the reports for accuracy and timeliness. The reports will be used in part by the City to determine the overall final performance rating of the Offeror (and its team).

ATTACHMENT K - DRAFT CONTRACT

The draft included in this Attachment represents the contract the City intends to use to make awards. The City of Santa Fe reserves the right to modify (as necessary) the draft prior to or during the award process.

(Draft contract is included as a separate pdf attachment)

Greetings,

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

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

-IT components (anything IT) - ereview@santafenm.gov

-Vehicles – dmjaramillo@santafenm.gov

-Grants - grants@santafenm.gov

- Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov

-Emergency Related Purchases - bgwilliams@santafenm.gov

-Asset over $5k - jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.

- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.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

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

"The future belongs to those who believe in the beauty of their dreams." — Eleanor Roosevelt

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Sent: Friday, February 21, 2025 2:07 PM
To: HAMMOND-PAUL, HENRI M. <hmhammondpaul@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: joseph kashiwagi <josephkashiwagi@ksm-inc.com>
Subject: RE: Contract

Cool… I will send to Legal. I started a bid record in Munis. This will be RFP# 25131.

Can you please send me the service determination from Travis? I need it to accompany the file and the submission to legal.

Thanks.

JoAnn D. Lovato Montaño

Procurement Manager

505-469-6045

Services

Approved Services

The service categories below have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

If you do not see a service listed below that you are interested in providing, please contact Horizons of New Mexico to discuss its possible addition.

ADA Accessibility Consulting Services

Auctioneering Services

Bulk Printing and Mailing

Botanical Services

Call Center Services

Clerical Data Entry

Computer Refurbishing

Courier Services

Debris Removal

Decontamination, Sanitation, and Sterilization Services

Dishwashing Services

Document Imaging Services

Document Destruction

Envelope Stuffing

Event Planning

General Labor

Greeting Services

Hard Drive Destruction

Janitorial and Housekeeping Services

Kit Assembling

Landscape Irrigation

Landscaping

Mailing Services

Management of an Assistive Technology Reuse and Recycling Program

Medical Waste Disposal

Meeting Minute Preparation Services

Moving Services

Outdoor Accessibility Consulting Services

Pest Control and Extermination Services

Plant Rental Services

Printing Services

Receptionist, Filing and Clerical Services

Recycling Services

Rest Area Maintenance

Screen Printing

Shelf Stocking and Restocking

Transcription Services

Transportation

Vehicle Washing

Wildlife Services Management

Yard, Grounds, and Lawn Maintenance

Excluded Services

The service categories below have been deemed unsuitable under the State Use Act by the New Mexico Council for Purchasing from Persons with Disabilities.

Architects

Employment Support Services

Landscape Architects

Remediation – Wall Repair

Lawyer Services

Survey Services

Surveyors

Permissive Services

The service categories below have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico Providers are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

Administrative Reports

Archeologists

Certified Public Accountants

Corporate and Personal Background Checks

General Accounting

Graphic Design

Graphic Design - Logo Design

IT – Enterprise Application

IT – IV & V

IT Network and Database Management

IT – Project Management

IT Security Services

IT Support

IT – Web Design

IT – Web Programmer

Marketing

Private Investigation Services

Public Relations

Social Media Marketing

Training Services