



**ACTION SHEET**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 10/05/15**  
**FOR CITY COUNCIL MEETING OF 10/14/15**

**ISSUE:**

6. Request for Approval of Bid No. 15/17/B – Armored Vehicle Services Agreement for Various City Departments; Loomis Armored US, LLC. (Teresita Garcia)

**FINANCE COMMITTEE ACTION:**

Approved as Consent item.

**FUNDING SOURCE:** various funds

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

# City of Santa Fe, New Mexico

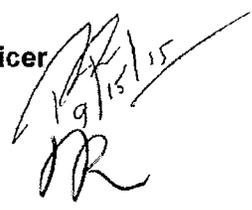
# memo

DATE: September 15, 2015

TO: Finance Committee

FROM: Robert Rodarte, Officer  
Purchasing Office

VIA: Oscar S. Rodriguez  
Finance Director



ISSUE: Award of Bid # '15/17/B  
Armored Vehicle Services

**SUMMARY:**

On May 13, 2015, two bids were received for the above referenced service as follows:

<b>Loomis Armored US, LLC, AZ</b>	<b><u>Bid Amount</u></b>
7 Days per week	\$ 414.30
6 Days per week	\$ 359.00
5 Days per week	\$ 304.00
4 Days per week	\$ 235.00
3 Days per week	\$ 180.00
2 Days per week	\$ 124.29
1 Day per week	\$ 60.00
Special pick up/delivery	\$ 35.00
Holiday pick up/delivery	\$ 65.00
Total Bid Amount	<b>\$1,776.59</b>

<b>Miracle Delivery Armored Service, TX</b>	
7 Days per week	\$ 389.48
6 Days per week	\$ 333.84
5 Days per week	\$ 278.20
4 Days per week	\$ 268.92
3 Days per week	\$ 225.77
2 Days per week	\$ 180.83
1 Day per week	\$ 102.00
Special pick up/delivery	\$ 58.85
Holiday pick up/delivery	\$ 58.85
Total Bid Amount	<b>\$1,896.74</b>

The using department has reviewed the bid and recommends the award to Loomis Armored US, LLC, AZ in the approximate amount of \$200,000.00 for a four year term.

Page 2  
Award of '15/17/B

Funding will be available from various departments each fiscal year.

**ACTION:**

It is requested that this recommendation of award to Loomis Armored US, LLC, AZ in the approximate amount of \$200,000.00 for a four year term be reviewed, approved and submitted to the City Council for its consideration.

**Attachments:**

1. Bid tabulation sheet.
2. Copy of the agreement between the owner and contractor.



**CITY OF SANTA FE RFB PROCUREMENT CHECKLIST**

Contractor Name: Loomis Armored US, LLC, AZ

Procurement Title: Armored Vehicle Servies

Solicitation RFB#: '15/17/B

Department Requesting/Staff Member Finance Department/Teresita Garcia

**Procurement Requirements:**

*A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .*

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\***

- | YES                                 | N/A                                 |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Approved Procurement Checklist (by Purchasing)                         |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Departments Recommendation of Award Memo addressed to Finance          |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Bid Tab  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | BAR  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | FIR  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Contract or Agreement  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Current Business Registration and CRS numbers on contract or agreement |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Summary of Contracts and Agreements form                               |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Certificate of Insurance   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Other: _____   |

\_\_\_\_\_  
Department Rep Printed Name and Title

\_\_\_\_\_  
Department Rep Signature attesting that all information included

*Thelma Rodriguez*  
\_\_\_\_\_

Purchasing Officer attesting that all information is reviewed

**REQUIRED DOCUMENTS FOR BID FILE\***

- | YES                                 | N/A                                 |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Final Bid Document   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Final RFQ  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Copy of legal solicitation published in the newspaper, website, etc. |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | All addendums  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Plan holders list  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Complete evaluation score sheets                                     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Copies of all RFQ submittals   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Copies of all bid submittals   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Bid Tab  |

\*

- Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
- Oral presentations (sign-in sheets, presentation materials, etc.)
- Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
- Reference Reviews/Reference Check Questionnaires
- Individual evaluations included for each RFP.
- Pricing evaluation
- Final overall evaluation matrix or summary of evaluator scores
- Other: \_\_\_\_\_

**AWARD\***

YES    N/A

- Fully executed Memo to Committees from the Department with recommendation of award
- Winning bid (this is a copy that has all confidential/proprietary information excluded)
- Contract Award Notice
- Email or notification sent to all Bidders/Offerors that award was made
- Waiver or "No Action Taken" from Procurement Office
- If IFB and not awarded to lowest responsive, responsible bidder; written explanation
- Other: \_\_\_\_\_

**DISCLOSURES\***

YES    N/A

- Contractor Disclosures & Conflicts of Interest**
- Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))
- Contractor –Conflicts of Interest**
- Purchasing Office Letter or e-mail to designated individual regarding potential conflict
- Conflict of Interest Form signed by all parties
- Letter from Procurement Office regarding the potential conflict
- Subcontractor Disclosures**
- Disclosures & Conflicts of Interest form of Subcontractor(s)
- Subcontractor –Conflicts of Interest**
- Purchasing Officer Letter or email to designated individual regarding potential conflict
- Conflict of Interest form signed by all parties
- Letter from Legal Office regarding the potential conflict
- Other: \_\_\_\_\_

**CONTRACT\***

YES    N/A

- Copy of Executed Contract
- Copy of all documentation presented to the Committees
- Finalized Council Committee Minutes
- Other: \_\_\_\_\_

**MISCELLANEOUS FILE\***

YES    N/A

- Local Preference Form
- New Mexico Residence Form
- Veterans Exemption

\*

Other: \_\_\_\_\_

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

**PROTEST (If applicable)\***

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation from protester filed with the Purchasing Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Department to Purchasing Office Providing response to protest
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Purchasing Officer to protester and Department on final outcome
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Original bid(s) with no redactions

\_\_\_\_\_  
Department Rep Printed Name and Title

*Orvilay Rodriguez*  
\_\_\_\_\_  
Department Rep Signature attesting that all information included

REQUEST FOR BID PURPOSES

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. The Contractor shall provide armored vehicle transportation services for all pick-ups and deliveries of daily cash, currency and check deposits in a safe and timely manner at the locations and on the days set forth in Paragraph 1.B. herein.

B. The Contractor shall use best commercial efforts to perform pick-up no later than 4:00 pm the daily cash, currency and check deposits at the current locations (hereinafter referred to as "Municipal Facilities") and days listed below:

- (1) SWAMA, 149 Wildlife Way, Monday through Saturday
- (2) Genoveva Chavez Center, 3221 Rodeo Road, Monday through Friday
- (3) MRC, 205 Caja del Rio Road, Monday through Saturday
- (4) Water Utility, 801 W. San Mateo Road, Monday thru Friday
- (5) City Hall, 200 Lincoln Avenue, Monday through Friday
- (6) Parking Coin, 200 Lincoln Avenue, Monday through Friday
- (7) Parking, 500 Market Station, Ste 200, Monday through Friday
- (8) Transit, 2931 Rufina Street, Monday through Friday
- (9) Transfer station, 2600 Buckman Roads, Monday through Saturday
- (10) Fort Marcy, 490 Washington Avenue, Monday through Friday
- (11) Salvador Perez, 601 Alta Vista, Monday through Friday
- (12) Bicentennial Pool, 1121 Alto Street, Monday through Friday
- (13) Municipal Court, 2511 Camino Entrada, Monday through Friday
- (14) Police Dept HQ, 2515 Camino Entrada, Monday through Friday

- 8) If the City or the Contractor decides, due to an unsuitable report on any of its employees assigned duties or based upon reasonable information that the employee may not be fit to perform the assigned duties, the employee will not be allowed to continue work, or be assigned to work under this the terms of this Agreement.

### 3. COMPENSATION

A. The City shall pay to the Contractor in full payment for the right to receive pick-up services on a daily basis and for other services rendered, a sum not to exceed \$50,000.00 for a total amount not to exceed \$200,000.00 inclusive of applicable gross receipts taxes for a four year term of the Agreement.

B. The total amount of this Agreement shall be paid as follows:

For each location, if regularly scheduled pick-ups are:

- (1) One (1) day per week: payment is \$60.00 per location, per month.
- (2) Two (2) day per week: payment is \$124.29 per location, per month.
- (3) Three (3) day per week: payment is \$180.00 per location, per month.
- (4) Four (4) day per week: payment is \$235.00 per location, per month.
- (5) Five (5) day per week: payment is \$304.00 per location, per month.
- (6) Six (6) day per week: payment is \$359.00 per location, per month.
- (7) Seven day per week: payment is \$414.30 per location, per month.
- (8) Special pick up/delivery at various times and locations: payment is \$35.00 per pick-up per time.
- (9) Holiday and special weekend pick-up, various time and locations: payment is \$65.00 per pick-up per time.

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

D. Payment shall be made within 15 days of receipt, approval and acceptance by the City of detailed statements containing a report of monthly pick-up

C. During the agreement period, the City may request regular service for other locations not listed above. Pick-up and delivery points shall be in Santa Fe County.

D. Occasional holidays and special weekend pick-up requests shall cause a schedule deviation. Bags picked up by the Contractor on holidays or weekends shall be vaulted over the period, and delivered to a designated bank on the next business day.

E. Any vehicle, including a heavy duty armored truck or armored van, used to transport City funds must be marked in a manner which clearly identifies it as a vehicle belonging to and authorized by the Contractor for such use.

F. While performing the transport services for the City, the Contractor must wear a uniform that clearly identifies them as a person employed by and authorized by the Contractor.

G. The Contractor shall provide and maintain a current list of authorized employees. The list shall be dated and contain employee names, signature and ID card numbers, and identifiable as being prepared by the Contractor via a company logo or other official marking satisfactory to the City.

H. The delivery schedules or locations may change. The Contractor will be notified immediately by phone when a change is known, and followed up in writing either via e-mail or in writing one (1) week in advance of the service change.

## 2. STANDARD OF PERFORMANCE; LICENSES

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

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

C. At no time shall the Contractor assign an employee under the terms and conditions of this Agreement that has been convicted of a felony.

D. At no time shall the Contractor or its employees assigned under the terms and conditions of the Agreement; accept fees or other monetary compensation of any kind from patrons or invitees for services rendered or under this Agreement.

E. The Contractor shall have a procedure in place for special carrier runs to correct missed pick-ups, errors in special delivery of change fund arrangements or other transportation problems.

F. The Contractor shall have a policy and procedure in place involving employee screening regarding the following:

- 1) Drugs, alcohol or other substance abuse.
- 2) Personal and commercial driving record; record of violation or citations.
- 3) Employee processing, including physical exam, written tests, firearm and defensive weapon certification, safety qualification and general training/orientation program(s.)
- 4) Security and background check on employees.
- 5) Local firm's tenure record of employees.
- 6) Procedure for resolving disputes concerning alleged failure to deliver deposit bags received.
- 7) Subject to the consent of Contractor and Contractor's employees, the City reserves the right to fingerprint and photograph all personnel assigned under the terms of this Agreement.

services that are scheduled to be made at the Municipal Facilities, billed one month in advance based upon the right to receive a certain number of scheduled pick-ups per week per Municipal Facility and billed in arrears for holidays and special pick-ups completed.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on July 1, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended, by mutual written consent, for three (3) additional one (1) year terms, from July 1, 2015 not to exceed a total of four (4) years, by a written amendment in accordance with the terms of this agreement.

6. TERMINATION

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

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

(2) Compensation is based upon per pick-up per location per month rates, therefore the Contractor shall be paid for pick-ups made through the date Contractor receives notice of such termination. .

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not

acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims

Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured on the Commercial General Liability Policy, but only with respect to the operations of the Contractor in performing the services subject to this Contract, and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

C. Contractor shall maintain All-Risk (Cargo/Gash-in-Transit) insurance throughout the term of this Agreement providing a minimum coverage in the amount no less than \$1,000,000 and listing the City as a loss payee. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

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

### 13. INDEMNIFICATION

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

B. Contractor agrees to assume the liability for any loss, according to the terms of this Agreement of the securely sealed container(s) from the time Contractor signs for and receives physical custody of the sealed container(s). Contractor's responsibility terminates when the City or the City's designated bank takes physical possession of the sealed container(s) and signs Contractor's receipt. If it is impossible to complete the delivery, Contractor shall be responsible for any loss until the sealed container(s) is returned to the City or the City's designated bank and a signed receipt obtained. While the sealed container(s) is stored in the City's premises, Contractor does not assume the liability for any loss.

C. Under no circumstances will either party be liable to the other party for lost profits or for any indirect, incidental, consequential, special, punitive or exemplary damages arising from the subject matter or services of this Agreement.

### 14. CLAIM PROCEDURES

The following provisions shall control in the event of any loss or claim, notwithstanding anything to the contrary contained in this Agreement:

a) In the event of a loss, the City agrees that any loss shall be reported by the City to Contractor within forty-five (45) days after the pick-up by Contractor of the

securely sealed container in connection with which the loss is asserted. Unless such notice has been received by Contractor within this forty-five (45) day period, such claim shall be deemed waived and released by the City. It is agreed that both parties will work together to determine the extent of the loss, and if possible, the cause of loss.

b) The sole liability of Contractor (in the event of a loss, from whatever cause) shall be subject to a maximum per Shipment Liability set out in Exhibit 1 (attached).

c) The City agrees it will cooperate and assist in reconstructing/recovering lost, damaged, or destroyed items constituting a part of any loss if the City determines reconstruction and recovery is possible. Contractor's liability, unless otherwise stated in this Agreement, shall be the payment to the City for the reasonable costs necessary to reconstruct the item(s), any necessary cost because of stop-payment procedures or reasonable costs associated with the City providing information and assistance with recovery of loss but not to exceed \$10,000.00 per aggregate loss. The term "Reconstruction"/Recovery is defined to mean the identification of the item(s) only to the extent of determining the face amount of said item(s) and the identity of the maker or endorser of each or providing audit trail, foreign or internal network information, data, customer information or other relevant information to allow Contractor to recover any and/or all item(s) or cash associated with loss if reconstruction or recovery is possible as determined by the City. The City agrees in the event of a loss, that any liability of Contractor shall be reduced by the face value of reconstructed or recovered item(s).

15. CONTAINER VALUE LIMITATION

The City acknowledges and agrees that the maximum value which Contractor will transport in any individual container will not exceed two hundred fifty thousand dollars (\$250,000). If the total value of a shipment which the City seeks to tender to Contractor exceeds two hundred fifty thousand dollars (\$250,000), such shipment must be broken down into separate shipment containers of two hundred fifty thousand dollars (\$250,000) or less.

16. OWNERSHIP

City and Contractor expressly understand and accept that ownership (title) to the cash or other valuables transported or stored shall never transfer to Contractor.

17. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

18. THIRD PARTY BENEFICIARIES

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

19. RECORDS AND AUDIT

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

20. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

21. AMENDMENT

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

22. SCOPE OF AGREEMENT

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

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

23. NON-DISCRIMINATION

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

24. SEVERABILITY

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

25. NOTICES

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

City of Santa Fe:  
City of Santa Fe/Finance  
P.O. Box 909  
Santa Fe, New Mexico 87504-0909

Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CITY OF SANTA FE:

CONTRACTOR:

BRIAN K. SNYDER, CITY MANAGER

NAME & TITLE

DATE:

DATE:

CRS# NM 02-332306-00

City of Santa Fe Business

Registration # 11-00104671

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

*MDM* 2/3/15  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

Business Unit Line Item



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**Section to be completed by department for each contract or contract amendment**

1. FOR: ORIGINAL CONTRACT  or CONTRACT AMENDMENT

2. Name of Contractor Loomis Armored US, LLC

3. Complete information requested  Plus GRT

Inclusive of GRT

Original Contract Amount: \$200,00.00

Termination Date: 07/2019 Four Year Term

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Contract is for:

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Amendment is for:

4. History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)  Plus GRT

Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \_\_\_\_\_



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# \_\_\_\_\_ Date: May 13, 2015

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

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other Bid '15/17/B

6 Procurement History: First year of 4 year contract  
example: (First year of 4 year contract)

7 Funding Source: Various City-Wide Departments BU/Line Item: Various Department Funds

8 Any out-of-the ordinary or unusual issues or concerns:  
Na  
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Teresita Garcia

Phone # (505) 955-6532

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature  
Forward to Finance Director for review/signature  
Return to originating Department for Committee(s) review or forward to City Manager for review  
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

Comments: