

**CITY OF SANTA FE
FINANCE**

"REQUEST FOR PROPOSALS"

**DEBT COLLECTOR SERVICE FOR THE
CITY OF SANTA FE**

RFP #14/13/P

PROPOSAL DUE:

December 2, 2013

2:00 P.M.

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

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REQUEST FOR PROPOSALS

PROPOSAL NUMBER '14/13/P

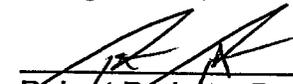
Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 until 2:00 P.M. local prevailing time, December 2, 2013. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

**DEBT COLLECTOR SERVICE FOR THE
CITY OF SANTA FE**

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.



Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 11/01/13
To be published on: 11/06/13

Received by the Albuquerque Journal Newspaper on: 11/01/13
To be published on: 11/06/13

PROPOSAL SCHEDULE

RFP # '14/13/P

- | | | |
|----|--|--|
| 1. | Advertisement | November 6, 2013 |
| 2. | Issuance of RFP'S: | November 6, 2013 |
| 3. | Receipt of proposals: | December 2, 2013 at 2:00 p.m.
local prevailing time.
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711 |
| 4. | Evaluation of proposals: | January 7-8, 2014 |
| 5. | Interviews: | January 15-16, 2014 |
| 6. | Recommendation of award
to Finance Committee: | To be determined |
| 7. | Recommendation of award
to City Council: | To be determined |

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit two copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time December 2, 2013.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number: '14/13/P
Title of the proposal: Debt Collector Service for the City of Santa Fe
Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretations should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and

to be given consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

7. LOCAL PREFERENCE

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The preference for proposals shall be 1.10 for local.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the

highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. INVOICING

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. **DEFAULT**

The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. **NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. **NON-COLLUSION**

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

SCOPE OF SERVICES '14/13/P

The City of Santa Fe is requesting a proposal from qualified respondents to provide collection services for delinquent city accounts, including but not limited to, utility billing, parking violations, and alarm ordinance violations. The response to this RFP will include proposed services and price quotations/collection fees to handle accounts as referred for collection by the City of Santa Fe. The proposals offered shall be complete in every respect whether specifically defined herein, which are necessary to achieve a system for account collection. Proposal submittals shall include samples of all correspondence that will be utilized.

The Contract term will be for a period of four (4) years from date of execution of the contract. Upon award, a contract from each the selected vendor will be required to be filled out and approved by the Santa Fe City Council. A sample of the contract is attached.

The review and approval of the RFP process is a multi-step process which requires variable amounts of time.

Responders are advised that the projected dates listed in the "Tentative timetable" may change as required.

Deadline for RFP responses:	December 2, 2013 2:00 p.m. MST
Evaluations of Proposals:	January 9-9, 2013
Council Approval:	To be determined

The Collector shall propose the contingency fee percentage of the total amount collected that it proposes to retain as payment for collection services for all referred accounts. The Collector will accept outstanding accounts with a start date to be determined by statute of limitations for each type of debt. At this time, the majority of accounts sent for collection are first referrals. Upon referral for collections, the City of Santa Fe will provide addresses, phone numbers, and any other relevant information to the agency. The Collector agrees to collect the debt at the contingency fee percentage established by the City.

SCOPE OF WORK of the Collector Service Contract:

The Collector shall:

1. Accept for collection and pursue diligent collection efforts, in accordance with the terms and conditions set forth in this Contract, regarding the accounts which the City chooses to refer to it for collection without regard to the amount of the account.
2. Implement through collection procedures, including telephone calls, mail efforts, and skip tracing wherever necessary, in order to achieve a maximum recovery of any referred delinquent account. Collection efforts must be conducted through proper and lawful means without threats, intimidation, or harassment of the debtor in full compliance with the Fair Debt Collection Practices Act (FDCPA) and any other

applicable federal or state law. Collector's employees and agents, when communication with any individual with respect to a debt, either by telephone, correspondence, or otherwise, shall truthfully state who they are and who they are employed by.

3. Comply with all Federal and State Laws when conducting business of behalf of the City of Santa Fe..
4. Provide the City of Santa Fe a letter acknowledging each account received for collections within (10) business days of receipt which will further reflect the principal, interest, late charges, collection costs and the total amount placed for collection..
5. Provide a quarterly Debtor Status Report for all accounts referred to the Collector by the City, The report shall be issued on the tenth(10) business day of March, June, September and December. Individual or cumulative Debtor Status Reports may be requested at any time and must be issued with five (5) business days..
6. Accept for collection and engage in diligent collection efforts for all referred accounts regardless of the amount of the account.
7. For correspondence collection services, use only correspondence format that has received prior written approval by City. Collector will copy City on all correspondence sent to a third party regarding any account placed with Collector by City. City reserves the right to rescind any previous approval.
8. Prepare and mail payment notices to each debtor at monthly, bi-monthly, quarterly, semi-annual or annual intervals as instructed by City.
9. By the tenth (10) day of each month, remit by wire transfer or by check to City, , all monies collected for City during the preceding calendar month, taking care to insure all debtor checks have been cleared on or before such date, together with an itemization of the payments received for each account. The itemization will feature debtor's name, account number, amount collected and whether or not the account has been closed. Collector's statement
10. Along with all monthly itemization of payments received by Collector, submit requests for payment of the agreed upon contingency fee % on total amounts collected. The amount due to Collector will then be paid by City within thirty (30) calendar days following the receipt of Collector's request for payment.
11. Include in the monthly request for payment, all payments received directly by the City for accounts referred to the Collector shall be included in the total payments collected which shall be subject to the agreed upon contingency fee percentage. The City shall within five (5) working days notify the Collector of any payment received by them for an account under referral to the Collector.
12. In the event a referred account is reduced or canceled by the City, no contingency fee will be due the Collector for the amount of the reduction or cancellation.
13. Update all referred accounts using simple interest at least monthly.
14. Not charge a collection fee for cancellations, deferments or postponements approved by City.
15. Make every effort to collect accounts prior to making recommendations to file suits on such accounts; however, Collector has no authority to file suit on any account referred by City which shall be the sole authority of the City.

16. Not accept any compromise settlement on any account without prior written approval of City.
17. Immediately suspend collection efforts either temporarily or permanently on any account upon notification by City.
18. Maintain company records on all referred accounts in a manner that allows audit by City or its representatives any time during normal business hours. Collector will not destroy any of the records and documents relating to City accounts until it has received written permission to do so from City, but in no event less than five (5) years after a particular debtor file is closed.
19. Indemnify, defend and hold harmless The City of Santa Fe, City and their officers, agents and employees from any and all liability, loss, damage or expense including reasonable attorney's fees and investigative expenses they may incur which result from any claims against them, individually or severally for any acts or omissions by Collector or its officers, agents or employees in the performance of this contract.
20. Not assign this Contract, in whole or in part, without the prior written consent of City.
21. Be responsible for ensuring accounts are updated to reflect the amount actually past due. Collector shall return an account to City as soon as the delinquency has been paid in full. Collector must exercise special care to ensure the entire principal with interest and penalties assessed and collection fees, as authorized by the debtor's signed agreement or as otherwise authorized by law, have been paid before informing the borrower or debtor that the debt is paid in full.
22. After receiving written notice from the City that a referred account has been determined to be "uncollectible" or "lost" due to any act or omission of the Collector or its officers, agents or employees, reimburse City for any amount which has been determined to be "uncollectible" or which is lost due to any act or omission of Collector or its officers, agents or employees. Such acts or omissions may include, but are not limited to, accepting a compromise settlement for less than the total amount due without authorization of City, acknowledging a payment constitutes payment in full when in fact the loan or account is not paid in full, and failing to immediately refer any Notice of Bankruptcy to City.
23. Suspend action either temporarily or permanently on any account, in whole or in part, referred for collection upon notification to do so by City, or upon notice of bankruptcy of the debtor, and to return accounts to City upon request. Accounts referred to Collector by City must be returned to City if there is no payment activity for twelve (12) consecutive calendar months since date of last transaction.
24. Forward in full to City any amounts received by Collector which are in excess of monies due and payable with an explanation that the amount is an overpayment. Collector is not entitled to request a contingency fee for overpayments and shall not retain any portion of the overpayment.
25. Promptly cancel and return to City all accounts on which collection activity has ceased or accounts which are requested to be returned by City. Collector agrees to return accounts with a record of any contacts made with the debtor including current address, telephone number, and any other information that will aid in the future collection of the account. The transmission of such information is part of the service to City that Collector agrees to perform.

26. Provide written acknowledgement within three (3) business days of receipt of complaints or inquiries transmitted to Collector by City which arise out of Collector's performance of this contract, indicating the measures undertaken to resolve the complaint or respond to the inquiry with a time frame for resolution.
27. Represent and warrant that Collector is and will remain in good standing and comply with all applicable laws, including but not limited to, a business license from the City of Santa Fe, if a corporation, or a certificate of good standing for the corporation from the State of New Mexico or state of incorporation, and a valid CRS # from the State of New Mexico..
28. Maintain in effect, an errors and omissions insurance policy in the amount of \$500,000.00 to protect against errors and omissions by the Collector or any of its officers, agents or employees. The certificate of insurance must be provided before any services begin. Collector must provide the City notice of any cancellation of errors and omissions insurance policy within three (3) business days.
29. Maintain a satisfactory blanket employee dishonesty bond in the minimum amount of \$100,000.00. The Collector is also to maintain a complete bonding program adequate for the purpose of protecting the City against any loss through failure by the Collector or any of its officers, agents or employees to reimburse the City its share of monies collected. Proof of bonding will be required before services commence. Collector must notify City of any cancellation of any bond within three (3) business days of any cancellation.
30. Provide information on subcontractors that Collector proposes to use for the City's prior written approval. Information will include qualifications in terms of years in business, experience, size of facilities and number of employees and their average years of experience in servicing similar accounts.
31. Include a list of at least five (5) but no more than ten (10) clients of services comparable in type and scope of service in this solicitation in the last two years. Local government clients are preferred. The list shall include client's name, point of contact, telephone and fax number and e-mail address. City of Santa Fe reserves the right to call to verify that similar services were provided and inquire about the reliability of the proposer's performance history. A negative reference may be grounds for disqualification.

SUBMITTAL REQUIREMENTS

1. Letter of transmittal which included the following information:
 - a. Name, address and telephone /fax number of business;
 - b. Name of the primary contract;
 - c. Authorized signature and title of proponent;
 - d. Date of proposal; and,
 - e. Statement that the proponent has the ability to provide the debt collector services requested and will comply with the contract terms and conditions set forth in this RFP, if awarded the contract.
2. A cost proposal with hours, hourly rates by category of personnel to be assigned to the contract (principal, staff, clerical, etc.), and any other costs associated with the contract. It is requested that each proponent submit their cost proposal detailing hour of rate.
4. Background, qualifications, and experience of the firm in conducting debt collecting. Indication of ability of firm to perform this contract in a timely, effective and efficient manner.
6. A listing of names, addresses and telephone numbers of persons who may be contacted for reference.
7. Copy of current City of Santa Fe Business Registration Number, if proponent is a City of Santa Fe business.
8. Copy of New Mexico State Taxation and Revenue gross receipts number.
9. One original and three copies of proposal submitted.

FAILURE to adequately address and submit the above requirements may constitute forfeiture of the proposal, as to the determined by the City Purchasing Officer. For ease of evaluation, proposal should be formatted in the order as listed above.

**EVALUATION CRITERIA
&
WEIGHTED VALUES**

EVALUATION COMMITTEE MEMBERS

At its discretion, the City reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

Proposal Component	Weighted Value	(1=low, 10=high)	Total Score	Max Score
Past Experience and Expertise/References; Description of past project management experience in the successful implementation of cost-effective debt collector service, including success rate	25			250
Demonstrated knowledge in the debt collector service	20			200
Availability and Schedule, including proposed contingency fee percentage	25			250
Proposed Work Plan including total level of effort and methods to be used in collection	30			300
Total Score	100			1000

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated:** To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. **DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.**
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested, a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

City of Santa Fe Business License # _____ (Attach Copy to this Form)

Date Principal Office was established: _____ (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership or joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, I will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn before me by _____ on this ____ day of _____.

My commission expires _____

Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOU OFFER

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS _____ DAY OF _____, 2012.

NOTARY PUBLIC

My Commission Expires:

FOR RFP PURPOSES ONLY

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and _____ (the "Contractor"). The date of this Agreement shall be when signed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City: Scope of Work and Budget are attached hereto as Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed _____ dollars (\$____), CHOICE [plus] or [inclusive] of applicable gross receipts taxes.

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

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed CHOICE [and eligible, prior-approved reimbursable expenses incurred]. Compensation shall be paid only for services actually performed and accepted by the City.

CHOICE [D.The eligible reimbursable expenses are detailed in the attached Budget as "Exhibit B."]

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 last and terminate on _____, [20xx], unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon thirty (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.

CHOOSE ONE OR TWO DEPENDING ON PAYMENT METHOD

(CHOICE 1) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed and accepted by the City through the date Contractor receives notice of such termination, and for which compensation has not already been paid and prior approved reimbursable expenses incurred through the date Contractor receives notice of such termination..

(CHOICE 2) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and accepted by the City and prior approved reimbursable expenses incurred through the date Contractor receives notice of such termination.

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement,

insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

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

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

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. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor

shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:

Contractor:

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

CITY OF SANTA FE:

CHOICE -- DAVID COSS, MAYOR FOR CONTRACTS OVER \$50,000 OR ROBERT ROMERO, CITY MANAGER FOR CONTRACTS UNDER \$50,000

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CONTRACTOR:

APPROVED AS TO FORM:

By: _____
(Name & Title)

Judith Amer for

GENO ZAMORA, CITY ATTORNEY
11/15/12

CRS # _____
City of Santa Fe Business
Registration # _____

APPROVED:

DR. MELVILLE MORGAN, DIRECTOR
FINANCE DEPARTMENT

BUSINESS UNIT/LINE ITEM

EXHIBIT A

1. Accept for collection and pursue diligent collection efforts, in accordance with the terms and conditions set forth in this Contract, regarding the accounts which the City chooses to refer to it for collection without regard to the amount of the account.
2. Implement through collection procedures, including telephone calls, mail efforts, and skip tracing wherever necessary, in order to achieve a maximum recovery of any referred delinquent account. Collection efforts must be conducted through proper and lawful means without threats, intimidation, or harassment of the debtor in full compliance with the Fair Debt Collection Practices Act (FDCPA) and any other applicable federal or state law. Collector's employees and agents, when communication with any individual with respect to a debt, either by telephone, correspondence, or otherwise, shall truthfully state who they are and who they are employed by.
3. Comply with all Federal and State Laws when conducting business of behalf of the City of Santa Fe..
4. Provide the City of Santa Fe a letter acknowledging each account received for collections within (10) business days of receipt which will further reflect the principal, interest, late charges, collection costs and the total amount placed for collection..
5. Provide a quarterly Debtor Status Report for all accounts referred to the Collector by the City, The report shall be issued on the tenth(10) business day of March, June, September and December. Individual or cumulative Debtor Status Reports may be requested at any time and must be issued with five (5) business days..
6. Accept for collection and engage in diligent collection efforts for all referred accounts regardless of the amount of the account.
7. For correspondence collection services, use only correspondence format that has received prior written approval by City. Collector will copy City on all correspondence sent to a third party regarding any account placed with Collector by City. City reserves the right to rescind any previous approval.
8. Prepare and mail payment notices to each debtor at monthly, bi-monthly, quarterly, semi-annual or annual intervals as instructed by City.
9. By the tenth (10) day of each month, remit by wire transfer or by check to City, , all monies collected for City during the preceding calendar month, taking care to insure all debtor checks have been cleared on or before such date, together with an itemization of the payments received for each account. The itemization will feature debtor's name, account number, amount collected and whether or not the account has been closed. Collector's statement
10. Along with all monthly itemization of payments received by Collector, submit requests for payment of the agreed upon contingency fee % on total amounts collected. The amount due to Collector will then be paid by City within thirty (30) calendar days following the receipt of Collector's request for payment.
11. Include in the monthly request for payment, all payments received directly by the City for accounts referred to the Collector shall be included in the total payments collected which shall be subject to the agreed upon contingency fee percentage. The City shall within five (5) working days notify the Collector of any payment received by them for an account under referral to the Collector.

12. In the event a referred account is reduced or canceled by the City, no contingency fee will be due the Collector for the amount of the reduction or cancellation.
13. Update all referred accounts using simple interest at least monthly.
14. Not charge a collection fee for cancellations, deferments or postponements approved by City.
15. Make every effort to collect accounts prior to making recommendations to file suits on such accounts; however, Collector has no authority to file suit on any account referred by City which shall be the sole authority of the City.
16. Not accept any compromise settlement on any account without prior written approval of City.
17. Immediately suspend collection efforts either temporarily or permanently on any account upon notification by City.
18. Maintain company records on all referred accounts in a manner that allows audit by City or its representatives any time during normal business hours. Collector will not destroy any of the records and documents relating to City accounts until it has received written permission to do so from City, but in no event less than five (5) years after a particular debtor file is closed.
19. Indemnify, defend and hold harmless The City of Santa Fe, City and their officers, agents and employees from any and all liability, loss, damage or expense including reasonable attorney's fees and investigative expenses they may incur which result from any claims against them, individually or severally for any acts or omissions by Collector or its officers, agents or employees in the performance of this contract.
20. Not assign this Contract, in whole or in part, without the prior written consent of City.
21. Be responsible for ensuring accounts are updated to reflect the amount actually past due. Collector shall return an account to City as soon as the delinquency has been paid in full. Collector must exercise special care to ensure the entire principal with interest and penalties assessed and collection fees, as authorized by the debtor's signed agreement or as otherwise authorized by law, have been paid before informing the borrower or debtor that the debt is paid in full.
22. After receiving written notice from the City that a referred account has been determined to be "uncollectible" or "lost" due to any act or omission of the Collector or its officers, agents or employees, reimburse City for any amount which has been determined to be "uncollectible" or which is lost due to any act or omission of Collector or its officers, agents or employees. Such acts or omissions may include, but are not limited to, accepting a compromise settlement for less than the total amount due without authorization of City, acknowledging a payment constitutes payment in full when in fact the loan or account is not paid in full, and failing to immediately refer any Notice of Bankruptcy to City.
23. Suspend action either temporarily or permanently on any account, in whole or in part, referred for collection upon notification to do so by City, or upon notice of bankruptcy of the debtor, and to return accounts to City upon request. Accounts referred to Collector by City must be returned to City if there is no payment activity for twelve (12) consecutive calendar months since date of last transaction.
24. Forward in full to City any amounts received by Collector which are in excess of monies due and payable with an explanation that the amount is an overpayment.

- Collector is not entitled to request a contingency fee for overpayments and shall not retain any portion of the overpayment.
25. Promptly cancel and return to City all accounts on which collection activity has ceased or accounts which are requested to be returned by City. Collector agrees to return accounts with a record of any contacts made with the debtor including current address, telephone number, and any other information that will aid in the future collection of the account. The transmission of such information is part of the service to City that Collector agrees to perform.
 26. Provide written acknowledgement within three (3) business days of receipt of complaints or inquiries transmitted to Collector by City which arise out of Collector's performance of this contract, indicating the measures undertaken to resolve the complaint or respond to the inquiry with a time frame for resolution.
 27. Represent and warrant that Collector is and will remain in good standing and comply with all applicable laws, including but not limited to, a business license from the City of Santa Fe, if a corporation, or a certificate of good standing for the corporation from the State of New Mexico or state of incorporation, and a valid CRS # from the State of New Mexico..
 28. Maintain in effect, an errors and omissions insurance policy in the amount of \$500,000.00 to protect against errors and omissions by the Collector or any of its officers, agents or employees. The certificate of insurance must be provided before any services begin. Collector must provide the City notice of any cancellation of errors and omissions insurance policy within three (3) business days.
 29. Maintain a satisfactory blanket employee dishonesty bond in the minimum amount of \$100,000.00. The Collector is also to maintain a complete bonding program adequate for the purpose of protecting the City against any loss through failure by the Collector or any of its officers, agents or employees to reimburse the City its share of monies collected. Proof of bonding will be required before services commence. Collector must notify City of any cancellation of any bond within three (3) business days of any cancellation.
 30. Provide information on subcontractors that Collector proposes to use for the City's prior written approval. Information will include qualifications in terms of years in business, experience, size of facilities and number of employees and their average years of experience in servicing similar accounts.
 31. Include a list of at least five (5) but no more than ten (10) clients of services comparable in type and scope of service in this solicitation in the last two years. Local government clients are preferred. The list shall include client's name, point of contact, telephone and fax number and e-mail address. City of Santa Fe reserves the right to call to verify that similar services were provided and inquire about the reliability of the proposer's performance history. A negative reference may be grounds for disqualification.

Living Wage Ordinance

Ordinance Number §28-1-28-1.12DSFCC 1987

Purpose:

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wages.

Who it affects:

- All profit and nonprofit businesses required to have a business license or business registration with the City of Santa Fe.

Compliance:

- Affected businesses are required to pay employees an hourly wage of \$10.51 effective March 1, 2013.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers.
- For workers who customarily receive more than \$100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Nonprofit organizations whose primary source of funds is from Medicaid waivers are *exempt*.

Prohibitions against retaliation and circumvention:

- It shall be unlawful for any business, employer or employer's agent or representative to take any action against an individual in retaliation for exercising or communicating rights under this ordinance. This includes retaliation against individuals who mistakenly but in good faith allege noncompliance with the ordinance.
- Taking adverse action against an individual within 60 days of the individual's assertion of or communication of information regarding rights raises a reputable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting portions of its operations or leasing portions of its property.

Enforcement and Remedies:

- Administrative Enforcement—The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- Criminal Penalty—A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to whom any such violation occurred.
- Other Remedies—The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

Nonexclusive Remedies and Penalties—The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Posting and Publication:

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a City of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be construed a violation of this ordinance and, in addition, shall be considered grounds for suspensions, revocation, or termination of the business license or registration.

For more information, please contact: Constituent Services at 955-6949 Email: constituentservices@santafenm.gov