

**CITY OF SANTA FE
IN COOPERATION WITH THE
METROPOLITAN PLANNING ORGANIZATION**

"REQUEST FOR PROPOSALS"



**PUBLIC TRANSIT
MASTER PLAN**

RFP #'14/25/P

PROPOSAL DUE:

March 7, 2014

2:00 P.M.

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

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Attachments:

1. Instructions Relating to Local Preference Certification Form
2. Local Preference Certification Form
3. Resident Veterans Preference Form
4. Sample Contract
5. Minimum Wage Ordinance

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '14/25/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, March 7, 2014.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

**PUBLIC TRANSIT
MASTER PLAN**

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: 02/05/14
To be published on: 02/11/14

Received by the Albuquerque Journal Newspaper on: 02/05/14
To be published on: 02/11/14

PROPOSAL SCHEDULE

RFP # '14/25/P

- | | | |
|----|--|---|
| 1. | Advertisement | February 11, 2014 |
| 2. | Issuance of RFP'S: | February 11, 2014 |
| 3. | Receipt of proposals: | March 7, 2014 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: | March 13, 2014 |
| 5. | Interviews: | March 20, 2014 |
| 6. | Recommendation of award
to Finance Committee: | March 31, 2014 |
| 7. | Recommendation of award
to City Council: | April 9, 2014 |

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 one original and seven copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, March 7, 2014.

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: '14/25/P
Title of the proposal: Public Transit Master Plan
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 interpretation 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. RESIDENT, LOCAL OR VETERANS 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,

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.

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue Department.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-

resident" bidder, the award will be based taking into consideration the resident preference of 5%.

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 attached hereto as Appendix E.

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.

The local preference or resident business preference is not cumulative with the resident veteran business preference.

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 proposal 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
'14/25/P
PUBLIC TRANSIT MASTER PLAN

BACKGROUND

The SFMPO Public Transit Master plan is one of three “modal priority plans” specifically called out in the 2010-2035 Metropolitan Transportation Plan (MTP). The MTP also includes the 2012 Bicycle Master Plan and the pending 2014 Pedestrian Master Plan. Specifically, the 2010 Santa Fe Metropolitan Transportation Plan “*directs the Santa Fe MPO to take on a number of initiatives to advance how the transportation system will become accessible, interconnected, sustainable and multimodal, including:*

- *Undertaking a Regional Transit and Rail Study to continue toward establishing a long-range transit development plan for the region. (Pg. 1)*
- *Identify projects to provide efficient and reliable transportation alternatives. (Pg. 81)*
- *Help promote greater transit usage. (Pg. 84)*
- *Identify strategies to integrate and enhance delivery of local and regional transit/rail service as well as to identify potential funding sources that are more reliable and secure to maintain the quality and continuity of service. The study would also include exploring potential local rail service options and connections to a possible future regional high speed rail service.” (Pg. 100)*

The MTP further states, in reference to development trends and commuting needs, that “the continued availability of intercity transit, such as Rail Runner and intercity bus service, to serve this commute will be critical to the region’s economic future.” (Pg. 3 Santa Fe 2010-2035 MTP)

The Santa Fe Metropolitan Area became the recipient of the Rail Runner Express train in 2008 and in 2009 the areas Regional Planning Authority adopted the Regional Transit Service Plan. The plan is a cooperative effort between the SFMPO, City of Santa Fe/Santa Fe Trails, Santa Fe County, North Central Regional Transit District, Northern Pueblos Regional Planning Organization and the New Mexico Department of Transportation.

The provision of public transit serving Santa Fe and Santa Fe County includes the following:

1. Santa Fe Trails, operated by the City of Santa Fe, provides local bus service primarily within the city, with two routes serving unincorporated areas adjacent to the city’s south side with one providing connection to the Rail

Runner station at NM 599.

- 2.
3. The City's Parking Division operates the Santa Fe Pick Up, a downtown circulator connecting the Santa Fe Depot Rail Runner Station with major destinations downtown.
- 4.
5. The North Central Regional Transit District (NCRTD) is a state-authorized, multi-county transit provider established in 2004 to finance, construct, operate, and maintain new, regional mobility options and access to critical services. In 2008, Santa Fe County voters passed a one-eighth cent transit gross receipts tax dedicated to funding the on-going operation of the NCRTD and a portion of the Rail Runner. The NCRTD recently up-dated their Five Year Service Plan. The 2014 NCRTD Service Plan will inform and guide portions the Public Transit Master Plan in a manner that will ultimately recommend ways to support and implement the Service Plan. The NCRTD provides direct financial support to other service providers such as Santa Fe Trails for increased regional capacity.
- 6.
7. The Taos Express operated by the Town of Taos operates a transit service between Taos and Santa Fe.
8. The New Mexico Department of Transportation (NMDOT), Transit and Rail Division manages the NMDOT Park and Ride intercity bus service. In cooperation with the Rio Metro Regional Transit District, manages the Rail Runner Express.
9. Santa Fe Ride is a program of the City of Santa Fe provides paratransit services in accordance to the requirements set forth by the Americans with Disabilities Act of 1990. Santa Fe Ride provides paratransit service for all areas covered by the bus system, using taxis and vans, including some areas in Santa Fe County. The program provides "demand response" service for disabled and senior citizens.
10. Amtrak provides a train service from Chicago to Los Angeles through Kansas City and Albuquerque with a stop in Lamy, New Mexico on the southern border of the SFMPO Planning Area.
11. Santa Fe Southern Railway and the Eldorado Subdivision – Prior to the start of construction to bring Rail Runner to Santa Fe , SFS carried up to 25,000 passengers. Currently the SFS has suspended passenger excursion operations. Consideration of the future status of the SFS should be at least understood for the plan. "In 2005, NMDOT purchased the northern 13.2 mile of the Eldorado Subdivision from SFS, which retains ownership of 0.3 miles

at the southern end within the Lamy yard.” This segment was part of a possible service route from Santa Fe to Raton via Las Vegas as well as a potential commuter rail line from Eldorado to Santa Fe. No feasibility studies have been done to this date. (Draft 2014 New Mexico State Rail Plan)

Smaller urban transit providers are challenged with a decrease in federal funding and limited funding as a result of MAP-21. As a result capital improvements and rolling stock investments may be severely diminished and result in a reduction in service. The plan will assess this situation and seek alternative options for funding and or modifying services to meet projected demand. It is important for the plan to take into consideration any forthcoming guidance and regulations from the Federal Transit Authority as it related to performance measures required by MAP-21.

Over 70% of the NCRTD operating revenues are derived from the Transit Gross Receipts Tax (GRT) collected in all four counties that make up the district. The GRT allocation is set to sunset in 2023 as part of the original 15 year commitment for funding approved by the voters. This plan will help develop strategies in preparation for the up and coming referendum.

The plan will NOT be reviewing the administrative structure of constituent providers, but will be reviewing the relationships and interconnectedness of the providers within their existing administrative structures. Recommendations may reveal opportunities for each provider to modify their structures to maximize efficiencies, however we understand that decision will rest with the providers.

SANTA FE MPO PUBLIC TRANSIT MASTER PLAN PROJECT SCOPE AND REQUIREMENTS

The selected firm will provide guidance and professional assistance for the development of a Public Transit Master Plan to be utilized by the Santa Fe Metropolitan Planning Organization (MPO) and its constituent transit service providers. In forming guidance and recommendations, the contractor should consider the following Santa Fe MPO public transit elements:

- Identify general emerging issues, constraints and opportunities for each service provider and within the multi-jurisdictional system defined by the Santa Fe MPO Planning Boundary;
- Identify intra-transit (service providers within the Santa Fe MPO Planning Boundary) service opportunities that maximize public accessibility and mobility throughout the network and with neighboring communities and to raise the overall profile and benefit of public transit for the general public;
- Assessment of existing and future public transit services to meet community

needs including existing fare media with recommendations to increase cross-service fare media efficiencies;

- Recommendations for advancing multi-service route connectivity and efficiency with a focus on ridership use and functionality ;
- General financial estimates for recommended service scenarios;
- Future rolling stock needs assessment;
- Recommended capital infrastructure projects and service delivery options;
- Recommended funding source scenarios for project alternatives; and
- Recommendations for the use of innovative technological advances for the purposes of enhancing any element of transit service identified throughout the planning process. An example includes the potential to coordinate multiple Active Vehicle Location software applications with a common platform across providers to establish regional real time rider information.

The selected firm will work closely with a Public Transit Stakeholder Steering Committee and MPO staff. The Public Transit Stakeholder Steering Committee shall consist of representatives from each major transit provider, members of the Santa Fe MPO Technical Coordinating Committee and staff members from the NMDOT. Tasks may be sequentially modified based on the proposing firm's recommendations for the best possible final product.

DELIVERABLES

Schedule Eight (8) to Ten (10) Months

Task 1. Project Organization Data and Information Collection

- 1.1 Refine Scope of Work – Work with Project Team and Stakeholder Steering Committee to clarify priority issues and tasks. Submit a revised scope of work. Scope refinement shall include recommendations for how the Public Transit Master Plan will address the needs of services providers that have service boundaries that extend outside the Santa Fe MPO Planning Area. Refinements will include recommendations for maximizing the effectiveness of the public engagement plan.
- 1.2 Review planning and demographic information, including, but not limited to: demographic projections, the 2010 Metropolitan Transportation Plan, general and master plans for each of the participating jurisdictions, and any applicable service or other plans provided by each of the participating transit providers.

Coordinate closely with concurrent planning initiatives including the 2015-2040 Metropolitan Transportation Plan update and the State of New Mexico Long Range Transportation Plan update.

- 1.3 Review data, documents, reports and other items that will be relevant to the project. Documents may include monthly financial and ridership reports, policies and procedures, and records from any relevant past public hearings and existing service plans.
- 1.4 Develop appropriate goals, objectives and performance standards in order for the MPO and providers to measure system efficiency and effectiveness. The goals and performance standards should help guide transit system operations and generate an integrated systems perspective that includes all service providers.
- 1.5 Refined project organization materials including deadlines, meetings and deliverables.

Task 2. Existing and Future Public Transit Service

- 2.1 Evaluate and analyze the existing multi-agency Public Transit Services within the Santa Fe MPO Planning Area in order to make recommendations for improving services in accordance to the goals and objectives set forth in the 2010 Metropolitan Transportation Plan and any other relevant policy or technical documents. Provide recommendations for lowering operating costs, increasing ridership, performance measures and benchmarks, and improve transit services against industry standards and desired objectives.
- 2.2 Evaluation and analysis will include, performance monitoring and quality control, service levels, service operating parameters such as days and times, fare structure, fare box recovery ratios, field surveys, boardings per capita, operating and subsidized cost per passenger, on-time performance, vehicle dwell time, passenger utilization, schedule efficiency, stop spacing, compatibility and coordination with other services, and school bell times.
- 2.3 Travel Demand Model Update – the Santa Fe MPO uses VISUM for its Transportation Model within the Metropolitan Planning Area. It seeks to update the model with the incorporation of possible transit factors such as accessibility and connectivity as a means to identify reasonable mode captivity groups to increase the accuracy of the model. Model may then be used to support further analysis required of this study.
- 2.4 Analyze the service area within Santa Fe MPO Planning Area and future projected growth for service demand. Identify and recommend future service areas and corridors, services, or locations given the impact of urbanized status

and past customer interest. Include social service agencies that will likely benefit from transit services.

- 2.5 The recommended future services may include, but are not limited to, modifications to current service (i.e., schedule adjustments, improved transfer coordination between Fixed Route and Dial-A-Ride service), more frequent service on existing routes, new public transit services to unserved areas, enhanced service coordination with other transit service providers, or expanded weekend service. Criteria for evaluating alternatives shall be developed. Substantive long-term service modifications intended to maximize connectivity and accessibility shall be examined for their feasibility along with investment strategies and suggested steps toward development. Examples may include the development of high capacity improvements for fixed-guideway systems such as bus rapid transit systems, exclusive rights-of-way or intersection treatments for transit priority.

Task 3. Capital Needs Assessment

- 3.1 Identify future equipment, facility, and infrastructure needs
- 3.2 Recommend future purchases or rolling stock, evaluating fuel options and necessary infrastructure needs.

Task 4. Potential Funding Source Identification

- 4.1 Identify available project financing sources and analyze potential local, State and Federal funding with regard to their relative certainty of availability.

Task 5. Santa Fe MPO Coordinated Intra-Transit Service Marketing Plan

- 5.1. Develop coordinated cross-route marketing and promotional plan that may include brochures, maps, websites, mobile phone applications and/or other innovative technics that may serve each transit provider and the public, with user friendly tools to maximize accessibility and mobility options across transit provider services.
- 5.2. Develop and administer existing rider and potential rider user survey measuring the effectiveness of the current transit services, potential service expansions or gaps in service, trip purpose, rider demographics and riders' perceptions, experiences and desired changes for existing services.

Task 6. Communications and Public Input/Community Outreach

- 6.1 Public Transit Stakeholder Steering Committee – Identify, develop and engage transit stakeholder committee for on-going input and feedback services. Outline and implement detailed Stakeholder engagement plan.

- 6.2 Develop public engagement program including surveys and public input meetings. Information shall be presented in both English and Spanish.
- 6.3 Review any recent public input documentation that may provide timely and relevant information and incorporate accordingly.
- 6.4 Provide the Santa Fe MPO Policy Board, the NCRTD Board and the Santa Fe Transit Advisory Board, the general public and the Santa Fe MPO Technical Coordinating Committee (1) draft plan presentation each for critical feedback.

Task 7. Draft/Final Plan Documents

- 7.1 Provide copies of draft and final plan in formats agreed upon by all parties during the execution of the consulting contract.

SUBMITTAL REQUIREMENTS '14/25/P

The proposal length is limited to ten, double-sided pages, 8.5 in. x 11 in., with no smaller than 12 point font and 1 inch margins, not including additional figures or appendices. Two additional pages may be included to address the qualifications and experience of each additional entity that is integral to the proposal team.

Proposals shall include the following information:

- **Experience/Qualifications.** Description of key personnel's and team member's roles, experience and qualifications pertaining to the development of public transit studies and plans. List all relevant professional licenses or certifications. Similar experience and qualifications information shall be provided for proposed contractors.
- **Understanding of the Program.** Description of how the firm understands the scope of services, how they intend to address the complete scope and how the proposing team articulates their public transit knowledge and experience while working with communities either in New Mexico or in communities having similar demographic and cultural characteristic that may be found within the Santa Fe MPO Planning Area.
- **Capability to Perform.** Demonstration of the ability to perform all the necessary tasks required. Identified goals and tasks as well as proposed development schedules will be evaluated to determine if they are reasonably achievable and proceed in a logical manner. Other information evaluated will include: skilled labor force availability and a firm's record.
- **Technical Competence.** Proposed technical specifications will be evaluated for ability to meet overall program objectives.
- **Innovation and Creative Approach.** Inclusion and description of innovative approaches to the proposal and how the team intends to approach the intended scope of services.
- **Past Performance.** Representative projects that demonstrate project experience and to the extent practicable, involving projects that may have similar demographic and cultural characteristics found within the Santa Fe MPO Planning Area, including the name and contact information for a representative of the customer with working knowledge of the project and its' performance, construction cost, and design related change orders. List at least last three projects completed.
 - i. Information on all settled adverse claims, disputes or lawsuits with an owner or a project;
 - ii. Description of OSHA violations, worker's compensation claims or safety claims;
 - iii. Description of any state licensing violations; and

- iv. Letter of reference from the proponent's bank.
- **Preliminary Project Plan / Schedule.** Proposed schedule for development of the plan, outlining the timeframe for completion of the major project tasks.
- **Price / Total Cost of Project.** Total Costs, including all costs of various phases of the project anticipated. The proposal shall include all phasing costs and total cost of project which shall show and include the current Gross Receipts Tax (as a percent and total dollar figure) charged by the City.
- **Certifications.** Proponents shall include a brief statement regarding the legal and financial status of all firms in their joint-venture or team, covering the following :
 - Certification that insurance and bonding requirements can be met;
 - Statement regarding the status of debarment, disqualification, default, or early termination from a contract in the last 5 years;
 - Certification regarding commercial bankruptcy in the last 5 years.

PROPOSAL EVALUATION CRITERIA AND INTERVIEW PROCESS

Proposals will be evaluated based on the following criteria:

- Experience/Qualifications. The qualifications of the proponent's key personnel and team members in developing public transit plans and studies will be evaluated. Specific information to be evaluated also includes experience transportation, urban planning and related fields.
- Understanding of the Program. Proposing firms will be evaluated based on their understanding of the scope of services, how they intend to address the complete scope and how the proposing team articulates their transit service knowledge and experience while working with communities either in New Mexico or in communities having similar demographic and cultural characteristic that may be found within the Santa Fe MPO Planning Area.
- Capability to Perform on Time. Proposing firms will be evaluated for their ability to perform the all the necessary tasks required to manage development of prescribed tasks and the time required. Identified goals and objectives, as well as proposed development schedules will be evaluated to determine if they are reasonably achievable and proceed in a logical manner. Other information evaluated will include: skilled labor force availability and a firm's safety record.
- Technical Competence. Proposed technical specifications will be evaluated for technical ability to evaluate and analyze transit services, including surveys, data collection methodology, web based engagement tools, public presentation tools and information dissemination tools.
- Innovation and Creative Talent. Proposing firms will be evaluated for their innovative approaches to the proposal development itself and how they intend to address the intended scope of services.
- Past Performance. Past project experience will be evaluated to determine whether the proponent can successfully fulfill the requested services within the required timeframe and meet the technical requirements and to the extent practicable, involving projects that may have similar demographic and cultural characteristics found within the Santa Fe MPO Planning Area,
- Preliminary Project Plan/Schedule. The winning proponent must have a complete project plan and schedule.
- Price. The proposal will have detailed costs for the various elements of the program.

Following the ranking of proposals by the evaluation committee, the top ranked firms shall be short-listed. The selection committee may interview the top three rated

proponents; however, contracts may be awarded without such interviews.

Based on evaluation of the proposals, new information may be issued by the City and Best and Final Offers may be submitted. The Best and Final Offers shall be evaluated based on the evaluation criteria, unless otherwise specified in writing to the top listed proponents.

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.

Evaluation Committee Members:

Robert Rodarte, Purchasing or Representative

Mark Tibbetts, Santa Fe MPO or Representative

Erick Aune, Santa Fe MPO or Representative

Keith Wilson, Santa Fe MPO or Representative

Stacey McGuire, North Central Regional Transit District or Representative

David Harris, New Mexico Department of Transportation Transit and Rail Division or Representative

Ken Smithson, Transit or Representative

EVALUATION CRITERIA & WEIGHTED VALUES
'14/25/P
PUBLIC TRANSIT MASTER PLAN

Date: _____

Name: _____

Firm: _____

 Signature and Title of Evaluation Committee Member

Please "x" one: Proposal Review _____ Interview _____

Proposal Component	Weighted Value	Evaluation Points 1 thru 5	Total Score	Max Score
Experience /Qualifications/ Certifications	20%	x _____	_____	100
Understanding of the program	10%	x _____	_____	50
Capability to Perform on Time	10%	x _____	_____	50
Technical Competence	15%	x _____	_____	75
Innovation and Creative Approach	15%	x _____	_____	75
Past Performance	5%	x _____	_____	25
Preliminary Project Plan/ Schedule	5%	x _____	_____	25
Price	20%	x _____	_____	100
Total Points				500

Evaluation Points 1-Lowest 5-Highest

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.

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:

REQUEST FOR PROPOSALS 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 the date when 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. Develop and deliver the Santa Fe Metropolitan Planning Organization Public Transit Master Plan.

B. Project Organization Data and Information Collection.

(1) Refine Scope of Work – Work with Project Team and Stakeholder Steering Committee to clarify priority issues and tasks. Submit a revised scope of work. Scope refinement shall include recommendations for how the Public Transit Master Plan will address the needs of services providers that have service boundaries that extend outside the Santa Fe MPO Planning Area. Refinements will include recommendations for maximizing the effectiveness of the public engagement plan.

(2) Review planning and demographic information, including, but not limited to: demographic projections, the 2010 Metropolitan Transportation Plan, general and master plans for each of the participating jurisdictions, and any applicable

service or other plans provided by each of the participating transit providers. Coordinate closely with concurrent planning initiatives including the 2015-2040 Metropolitan Transportation Plan update and the State of New Mexico Long Range Transportation Plan update.

(3) Review data, documents, reports and other items that will be relevant to the project. Documents may include monthly financial and ridership reports, policies and procedures, and records from any relevant past public hearings and existing service plans.

(4) Develop appropriate goals, objectives and performance standards in order for the MPO and providers to measure system efficiency and effectiveness. The goals and performance standards should help guide transit system operations and generate an integrated systems perspective that includes all service providers.

(5) Refined project organization materials including deadlines, meetings and deliverables.

C. Existing and Future Public Transit Service

(1) Evaluate and analyze the existing Public Transit Services within the Santa Fe MPO Planning Area in order to make recommendations for improving services in accordance to the goals and objectives set forth in the 2010 Metropolitan Transportation Plan and any other relevant policy or technical documents. Provide recommendations for lowering operating costs, increased ridership, performance measures and benchmarks, and increase transit services against industry standards and desired objectives.

(2) Evaluation and analysis will include, performance monitoring and quality control, service levels, service operating parameters such as days and times, fare structure, fare box recovery ratios, field surveys, boardings per capita, operating and subsidized cost per passenger, on time performance, vehicle dwell time, passenger utilization, schedule efficiency, stop spacing, compatibility and coordination with other services, and school bell times.

(3) Travel Demand Model Update – the Santa Fe MPO uses VISUM for its Transportation Model within the Metropolitan Planning Area. It seeks to update the model with the incorporation of possible transit factors such as accessibility and connectivity as a means to identify reasonable mode captivity groups to increase the accuracy of the model. Model may then be used to support further analysis required of this study.

(4) Analyze the service area within Santa Fe MPO Planning Area and future projected growth for service demand. Identify and recommend future service areas and corridors, services, or locations given the impact of urbanized status and past customer interest. Include social service agencies that will likely benefit from transit services.

(5) The recommended future services may include, but are not limited to, modifications to current service (i.e., schedule adjustments, improved transfer coordination between Fixed Route and Dial-A-Ride service), more frequent service on existing routes, new public transit services to unserved areas, enhanced service coordination with other transit service providers, or expanded weekend service. Criteria for evaluating alternatives shall be developed. Substantive long-term service

modifications intended to maximize connectivity and accessibility shall be examined for their feasibility along with investment strategies and suggested steps toward development. Examples may include the development of high capacity improvements for fixed-guideway systems such as bus rapid transit systems, exclusive rights-of-ways or intersection treatments for transit priority.

D. Capital Needs Assessment

Identify future equipment, facility, and infrastructure needs
Recommend future purchases or rolling stock, evaluating fuel options and necessary infrastructure needs.

E. Potential Funding Source Identification

Identify available project financing sources and analyze potential local, State and Federal funding with regard to their relative certainty of availability.

F. Santa Fe MPO Coordinated Intra-Transit Service Marketing Plan

(1) Develop coordinated cross-route marketing and promotional plan that may include: brochures, maps, websites, mobile phone applications and/or other innovative technics that may serve each transit provider and the public, with user friendly tools to maximize their accessibility and mobility options across transit provider services.

(2) Develop and administer existing rider and potential rider user survey measuring the effectiveness of the current transit services, potential service expansions or gaps in service, trip purpose, rider demographics and rider's perceptions, experiences and desired changes for existing services.

G. Communications and Public Input/Community Outreach

(1) Public Transit Stakeholder Steering Committee – Identify, develop and engage transit stakeholder committee for on-going input and feedback services. Outline and implement detailed Stakeholder engagement plan.

(2) Develop public engagement program including surveys and public input meetings. Information shall be presented in both English and Spanish.

(3) Review any recent public input documentation that may provide timely and relevant information and incorporate accordingly.

(4) Provide the Santa Fe MPO Policy Board, the NCRTD Board and the Santa Fe Transit Advisory Board, the general public and the Santa Fe MPO Technical Coordinating Committee (1) draft plan presentation each for critical feedback.

H. Draft/Final Plan Documents

Provide copies of draft and final plan in formats agreed upon by all parties during the execution of the consulting contract.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor and their personnel represents that they possesses 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.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed _____dollars (\$_____),

plus/ 8.1875% GRT, 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, approval and acceptance by the City of detailed statements containing a report of services completed and deliverables received and accepted. Compensation shall be paid only for services actually performed and accepted and deliverables received and accepted by the City.

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 February 1, 2015 unless sooner pursuant to Article 6 below.

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) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and 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 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. 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. 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:

CONTRACTOR:

MAYOR

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____
City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, INTERIM CITY ATTORNEY

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR

Business Unit Line Item

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 \$10.66 effective March 1, 2014.
- 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 505-955-6949 Email: constituentservices@santafenm.gov