

**CITY OF SANTA FE  
SANTA FE MUNICIPAL AIRPORT**

**“REQUEST FOR BID”**

**SECURITY SERVICES FOR THE  
SANTA FE MUNICIPAL AIRPORT**

**BID # '15/05/B**

**BID DUE:**

**September 16, 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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## BID SCHEDULE

### BID # '15/05/B

- |    |  |   |
|----|--|---|
| 1. | ISSUANCE OF BID'S                                | September 5, 2014   |
| 2. | RECEIPT OF BID:                                  | September 16, 2014 at 2:00 P.M.<br>local prevailing time. Purchasing<br>Office 2651 Siringo Road Bldg.,<br>"H" Santa Fe, New Mexico 87505<br>(505) 955-5711 |
| 3. | PUBLIC WORKS:                                    | September 22, 2014  |
| 4. | RECOMMENDATION OF AWARD<br>TO FINANCE COMMITTEE: | September 29, 2014  |
| 5. | RECOMMENDATION OF AWARD<br>TO CITY COUNCIL:      | October 8, 2014   |

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

## INFORMATION TO BIDDERS

### 1. **RECEIPT AND OPENING OF BIDS**

The City of Santa Fe (herein called "City"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City Purchasing Office until **2:00 P.M. local prevailing time, September 16, 2014**. At this time the City Purchasing Director will publicly open and read bid(s) aloud.

Two bids shall be submitted in a sealed envelope, addressed to the Purchasing Office, City of Santa Fe, 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505. No late bids 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:

Bid number: '15/05/B

Title of the bid: Security Service for the Santa Fe Municipal Airport

Name and address of the bidder:

The Owner may consider informal any bids not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

### 2. **PREPARATION OF BID**

All blank spaces for bid prices must be filled in, ink or type written. If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. No alternate bids will be considered unless pre-approved (5) five days prior to the bid opening date by Robert Rodarte, Purchasing Officer.

### 3. **BID SECURITY**

None required.

### 4. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

Liquidated damages are not applicable to this bid.

### 5. **ADDENDA AND INTERPRETATIONS**

No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make an assessment of need for an addendum. **ANY QUESTIONS CONCERNING THE BID SHOULD BE ADDRESSED PRIOR TO BID OPENING DATE.**

Every request for such interpretations should be in writing addressed to Robert Rodarte, Purchasing Officer, 2651 Siringo Road, Bldg. H, Santa Fe, New Mexico 87505 and to be given consideration must be received at least (5) five days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered to all prospective bidders not later than three days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid 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.

6. **POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. **LAWS AND REGULATIONS**

The bidders 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 bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full. In particular bidder is notified that criminal laws shall apply prohibiting bribes, gratuity and kick-backs.

8. **METHOD OF AWARD**

The award of the purchase agreement will be made to that vendor who meets or exceeds all specifications and provides the lowest total bid amount. However, delivery date, availability of stock, and complete analysis and comparison of specification details along with past experience of the City of Santa Fe with similar or related units, will be weighed in making a final decision of award.

No important deviation from the terms of this specification is acceptable. It is understood and agreed that the City of Santa Fe reserves the right to reject any and all bids, as authorized by law, and to award to other than the lowest bidder at its discretion, provided that it is in the best interest of the City of Santa Fe, if the CITY PURCHASING MANUAL and pertinent State Statutes are thereby served.

9. **PUBLIC INFORMATION**

All portions of the bid submittals will become public information. Proprietary information may be marked confidential; however, the City Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such

and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

10. **BRAND NAMES**

All brand names specified in this bid are to imply "or equal." Bidder should include enough information with the bid submitted so this determination can be made. The determination of the Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

11. **TAX EXEMPT**

The City of Santa Fe is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for labor or services. A tax exempt certificate will be issued upon written request to the Purchasing Office.

12. **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.

13. **RESIDENT and 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-IN STATE AND OUT OF STATE BIDDERS**

With acknowledgement 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 Officer 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 Officer 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

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 local preference for proposals shall be 1.10.

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.

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

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid 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 bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

- (1) Local business.
- (2) Resident business.

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 Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to

the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

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 5% for resident and 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.

**New Mexico Resident Preference Number (if applicable) \_\_\_\_\_**

## **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 he has 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.

**SPECIFICATIONS**  
**'15/05/B**

Contractor shall provide armed uniformed security guard services at the Santa Fe Municipal Airport with duty location as designated by the airport manager and during on-duty hours. All Contractor's employees assigned the Airport shall perform the following duties, services and functions and meet the following requirements.

A. General Duties. Contractor's employee(s) shall:

- a. Maintain a physical presence in the terminal building when commercial airline flights are in operation to include, but not be limited to the security screening checkpoint, waiting area, ticket counters, boarding gate areas, concession, and restroom facilities;
- b. Remain visible and accessible to the public in the terminal building at all times and take direction from the airport manager or designee;
- c. Confront suspicious activity without altercation;
- d. Use reasonable efforts to deter, or when absolutely necessary detain, persons observed attempting to gain or gaining unauthorized access to the airport aircraft parking area;
- e. Provide reports on all activity, and when necessary, follow incidents to their conclusion including court appearances;
- f. Cooperate with and assist law enforcement agencies in connection with security violations committed at the Santa Fe Municipal Airport;
- g. Notify the Santa Fe Regional Communications Center and the airport manager or designee of a need for police, fire or medical assistance;

B. Security Screening Checkpoint Duties. Contractor's employees are required to perform functions at the Security Screening Checkpoint as follows:

- a. Provide an armed deterrence to criminal activity;
- b. Respond to situations where an individual is interfering with activities at the screening checkpoint;
- c. Request assistance from a local Law Enforcement Officer (LEO) if a violation of the law occurs;
- d. When requested by an on-duty screener, assist in preventing prohibited items from entering the secure area;

- e. Provide for the overall security of the screening checkpoint, screeners and passengers;
  - f. Take control of prohibited items that are discovered at the checkpoint when requested and turn them over to the appropriate authority as directed by the airport manager or Lead Screener;
  - g. Control the Checkpoint Exit Lane to prevent inadvertent entry;
  - h. Determine whether the credential and badge presented by an armed Federal, State, or local LEO, or an armed security company employee appears to be issued by the appropriate organization, including the review of a Federal Flight Deck Officer (FFDO) credential, without badge, when presented at the screening checkpoint;
  - i. Request assistance from the City of Santa Fe Police Department when it is determined that the credential and/or badge presented does not appear to be official;
- C. On-Duty Hours and Duty Location. Contractor employees' duty location is the terminal building. Contractor employees' on-duty hours will be dependent upon commercial airline flight schedules, which fluctuate throughout the year. However, generally the high season is June through October, with airline activity requiring Contractor to provide not less than one Guard for a minimum of 17.5 hours daily. Low season is generally November through May, with airline activity requiring Contractor to provide not less than one Guard for a minimum of 12 hours daily. Contractor, in coordination with the airport manager, will adjust employee's on-duty hours as necessary to ensure Contractor employee is on-duty 7 days/week, 365 day/year, as follows:
- a. At all times when the Screening Checkpoint is open Contractor's employee shall be on-duty in the terminal building.
  - b. Ninety (90) minutes prior to any commercial airline departure, Contractor's employee shall be on-duty in the terminal building.
  - c. Thirty (30) minutes after any commercial airline arrival, Contractor's employee shall be on-duty in the terminal building.
- D. Reports and Records. Contractor will be required to submit reports and records, in a format provided and/or approved by the airport manager, as follows:
- a. Incident Reports – Documentation of all incidents Contractor employee responds to, including but not limited to;
    - i. Checkpoint alarms including an itemized list of confiscated prohibited items and the disposition of said items

1. Frequency - Weekly
  - ii. Security breaches or attempted security breaches in the terminal building
    1. Frequency – Next business day
  - iii. Interference or attempted interference with screening
    1. Frequency – Next business day
  - iv. Medical or fire emergencies in the terminal building
    1. Frequency – Next business day
- b. Daily Logs – Documentation of Contractor employee's routine and non-routine activity while on duty to include at minimum:
  - v. Time on duty
  - vi. Time off duty
  - vii. Times at checkpoint
  - viii. Unusual checkpoint activities
  - ix. Brief description of routine and non-routine interactions with airport employees, customer and users
    1. Frequency - Weekly

E. Qualifications, Licenses and Certifications. Contractor shall not assign any employee to the Airport for permanent, long-term, short-term, temporary or fill-in duty who does not have at minimum following qualifications, licenses and certifications:

- a. Employees assigned under this Agreement must be registered, and in good standing with the New Mexico Bureau of Private Investigators, and must be in compliance with Sections 61-27-1 et seq. NMSA 1978 prior to the employee being assigned to its post.
- c. Minimum of ten (10) hours of classroom training, and a minimum of six (6) month's experience in police science or security service.
- d. Ability to read and write English, particularly in emergency situations requiring clear and definitive articulation to assure confidence, control and safety to those involved.
- e. Possess the ability to pass an annual physical fitness examination, including but not limited to drug and alcohol testing, by a licensed physician.
- f. Possess CPR and FIRST AID certification as set forth by the American Red Cross or equivalent association.
- g. Possess a valid appropriate driver's license.



or its designated representative regarding the services rendered or services to be rendered under this Agreement.

- C. Contractor shall submit to the City a complete background investigation report for all personnel assigned to the City under the terms of this Agreement seven days prior to each assignment. The background investigation report shall include, but not be limited to:
  - (1) Verification of criminal history and background
  - (2) Confirmation of previous employment.
  - (3) Verification of all application information.
  - (4) Verification of application filed with the Bureau of Private Investigators.
  
- D. The City reserves the right to fingerprint and photograph all personnel assigned under the terms of this Agreement. If the Contractor receives an unsuitable report on any of its employees assigned to this Agreement subsequent to the commencement of service, or the City finds a Contractor's employee unsuitable or unfit for assigned duties, the employee will not be allowed to continue work, or be assigned to work, under the terms of this Agreement.
  
- E. Contractor shall deliver to the City, no less than two (2) business days prior to the employee being assigned to its post, a Letter of Affidavit for each employee assigned or subsequently assigned under the terms of this Agreement, certifying that the employee has met all of the hiring and training requirements. The Letter of Affidavit shall include but not be limited to:
  - (1) Outline of security experience (minimum six months).
  - (2) Outline of classroom training to include but not be limited to courses, dates, hours, and any certification.
  - (3) Outline of related training to include but not be limited to courses, dates, hours, and certification.
  - (4) Verification of all employment application information.
  - (5) Verification that contractor's employee assigned under the terms of this Agreement has received and reviewed all post orders.
  - (6) Verification of license application to Bureau of Private Investigators.
  
- F. Contractor will provide an on-going advanced officer training program reflecting changes in law, regulations, customer relations, corporate policies, etc.
  
- G. Contractor will not assign, reassign, promote, transfer or terminate any employee within or away from this Agreement without 48 hour prior notification to the City.
  
- H. Contractor will supply all uniforms and assure that they are continuously cleaned and maintained. Contractor will not require employees assigned under the terms of this Agreement to purchase uniforms.

- I. Contractor will supply, at its own expense, all vehicles, weather gear, leather gear, flashlights, pagers, cellular phones, radios, and other equipment as is mutually agreed upon between the City and the Contractor, in order to meet the requirements of this Agreement.
- J. Contractor must be registered, and in good standing with the New Mexico Bureau of Private Investigators, and must be in compliance with Section 61-27-1 et seq. NMSA 1978, and shall comply with required federal, state and local licensing requirements.
- K. Contractor shall maintain a current license throughout the term of this Agreement, and shall report the potential for license suspension, revocation, or limitation to the City within 10 days of notice from the state, county or city licensing boards.
- L. Contractor shall have a dispatch center answering its phones 24 hours a day. A contract answering service or answering machine will not be acceptable. Contractor shall respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.
- M. Contractor will be required to replace or repair at its cost any equipment owned by the City (without limitation, communication equipment, fire equipment, safety equipment, locks, keys, access control systems, etc.), damaged or lost through abuse or neglect by the Contractor or its employees. Use of the City's telephone system for personal use is prohibited, and the cost of such usage will either be billed to the Contractor, or deducted from the monthly payment, at the discretion of the City.
- N. Contractor may be required to work special events on the date(s) and time(s) specified by the City. The City shall provide the Contractor with two weeks' notice for regularly scheduled events. However, this does not preclude the need for emergency service with less than one week notice in the event of an emergency or special event not regularly scheduled.
- O. Contractor shall provide a copy of the master log for each location assigned under the terms and conditions of this Agreement at the time of invoice. The City will not consider an invoice for payment for services in advance without the master log for each location.

**BID FORM  
BID # '15/05/B**

This Bid is submitted to:

CITY OF SANTA FE  
PURCHASING OFFICER  
2651 SIRINGO ROAD, BLDG. H,  
SANTA FE, NEW MEXICO 87505

The bidder will complete the work for the following price(s):

- 1) (\$\_\_\_\_\_) Per Hour for Uniformed Armed Security Guard Service based on an anticipated minimum of 2,678 hours per year for the months of June through October.
- 2) (\$\_\_\_\_\_) Per Hour for Uniformed Security Guard Service based on an anticipated minimum of 2,544 hours per year for the months of November through May.

**TOTAL BASE BID**

Base Bid \_\_\_\_\_ (\$\_\_\_\_\_)  
(use words) (figures)

**N. M. GROSS RECEIPTS TAX (LABOR ONLY)**

N.M.G.R.T. \_\_\_\_\_ (\$\_\_\_\_\_)  
(labor only) (use words) (figures)

**TOTAL BID AMOUNT**

TOTAL BID \_\_\_\_\_ (\$\_\_\_\_\_)  
(use words) (figures)

**CITY OF SANTA FE  
BID FORM  
BID # '15/05/B**

**EXCEPTIONS TO SPECIFICATIONS**

Bidder is required to return **two (2) complete copies** of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a.            All specifications, terms and conditions are met.
- b.            Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

**WARRANTIES**

Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

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**DELIVERY**

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed:

\_\_\_\_\_ calendar days.

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

**TOTAL BID AMOUNT:** \_\_\_\_\_

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

**BIDDER'S:**

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
DATE

**N.M. RESIDENT PREFERENCE NUMBER (if applicable):** \_\_\_\_\_  
**TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED**

## 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, 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, 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 \_\_\_\_\_ 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:  
\_\_\_\_\_

REQUEST FOR BIDS

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 \_\_\_\_\_, ("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

A. Contractor shall provide armed uniformed security guard services at the Santa Fe Municipal Airport with duty location as designated by the airport manager and during on-duty hours. All Contractor's employees assigned the Airport shall perform the following duties, services and functions and meet the following requirements.

B. General Duties. Contractor's employee(s) shall:

- i. Maintain a physical presence in the terminal building when commercial airline flights are in operation to include, but not be limited to the security screening checkpoint, waiting area, ticket counters, boarding gate areas, concession, and restroom facilities;
- ii. Remain visible and accessible to the public in the terminal building at all times and take direction from the airport manager or designee;
- iii. Confront suspicious activity without altercation;
- iv. Use reasonable efforts to deter, or when absolutely necessary detain, persons observed attempting to gain or gaining unauthorized access to the airport aircraft parking area;

- v. Provide reports on all activity, and when necessary, follow incidents to their conclusion including court appearances;
- vi. Cooperate with and assist law enforcement agencies in connection with security violations committed at the Santa Fe Municipal Airport;
- vii. Notify the Santa Fe Regional Communications Center and the airport manager or designee of a need for police, fire or medical assistance;

C. Security Screening Checkpoint Duties. Contractor's employees are required to perform functions at the Security Screening Checkpoint as follows:

- i. Provide an armed deterrence to criminal activity;
- ii. Respond to situations where an individual is interfering with activities at the screening checkpoint;
- iii. Request assistance from a local Law Enforcement Officer (LEO) if a violation of the law occurs;
- iv. When requested by an on-duty screener, assist in preventing prohibited items from entering the secure area;
- v. Provide for the overall security of the screening checkpoint, screeners and passengers;
- vi. Take control of prohibited items that are discovered at the checkpoint when requested and turn them over to the appropriate authority as directed by the airport manager or Lead Screener;
- vii. Control the Checkpoint Exit Lane to prevent inadvertent entry;
- viii. Determine whether the credential and badge presented by an armed Federal, State, or local LEO, or an armed security company employee

appears to be issued by the appropriate organization, including the review of a Federal Flight Deck Officer (FFDO) credential, without badge, when presented at the screening checkpoint;

ix. Request assistance from the local LEO when it is determined that the credential and/or badge presented does not appear to be official;

D. On-Duty Hours and Duty Location. Contractor employees' duty location is the terminal building. Contractor employees' on-duty hours will be dependent upon commercial airline flight schedules, which fluctuate throughout the year. Contractor, in coordination with the airport manager, will adjust employee's on-duty hours as necessary to ensure Contractor employee is on-duty 7 days/week, 365 day/year, as follows:

- i. At all times when the Screening Checkpoint is open Contractor's employee shall be on-duty in the terminal building.
- ii. Ninety (90) minutes prior to any commercial airline departure, Contractor's employee shall be on-duty in the terminal building.
- iii. Thirty (30) minutes after any commercial airline arrival, Contractor's employee shall be on-duty in the terminal building.

E. Reports and Records. Contractor will be required to submit reports and records, in a format provided and/or approved by the airport manager, as follows:

- i. Incident Reports – Documentation of all incidents Contractor employee responds to, including but not limited to;

- (1) Checkpoint alarms including an itemized list of confiscated prohibited items and the disposition of said items
    - a. Frequency - Weekly
  - (2) Security breaches or attempted security breaches in the terminal building
    - a. Frequency – Next business day
  - (3) Interference or attempted interference with screening
    - a. Frequency – Next business day
  - (4) Medical or fire emergencies in the terminal building
    - a. Frequency – Next business day
- ii. Daily Logs – Documentation of Contractor employee’s routine and non-routine activity while on duty to include at minimum:
- (1) Time on duty
  - (2) Time off duty
  - (3) Times at checkpoint
  - (4) Unusual checkpoint activities
  - (5) Brief description of routine and non-routine interactions with airport employees, customer and users
    - a. Frequency - Weekly

F. Qualifications, Licenses and Certifications. Contractor shall not assign any employee to the Airport for permanent, long-term, short-term, temporary or fill-in duty who does not have at minimum following qualifications, licenses and certifications:

- i. Employees assigned under this Agreement must be registered, and in good standing with the New Mexico Bureau of Private Investigators, and must be in compliance with Sections 61-27-1 et seq. NMSA 1978 prior to the employee being assigned to its post.
  - ii. Minimum of ten (10) hours of classroom training, and a minimum of six (6) month's experience in police science or security service.
  - iii. Ability to read and write English, particularly in emergency situations requiring clear and definitive articulation to assure confidence, control and safety to those involved.
  - iv. Possess the ability to pass an annual physical fitness examination, including but not limited to drug and alcohol testing, by a licensed physician.
  - v. Possess CPR and FIRST AID certification as set forth by the American Red Cross or equivalent association.
  - vi. Possess a valid appropriate driver's license.
  - vii. Be current and fully qualified to carry a firearm when required to perform duty at the Santa Fe Municipal Airport Security Screening Checkpoint.
- G. Airport Specific Training. Contractor shall not assign any employee to the Airport for permanent, long-term, short-term, temporary or fill-in duty who does not have at minimum following training:
- i. Santa Fe Municipal Airport Familiarity Training
  - ii. Santa Fe Municipal Airport Non-Movement Area Driver Training

iii. Contractor shall provide, at Contractor's expense, access to an internet-connected computer or other device capable of allowing Contractor's employee to participate in digital computer-based airport specific training. Said digital computer based training is a subscription paid for by the Airport for all of the Airport's employees, contractors and tenant employees, including Contractor employee(s) assigned to the Airport. Contractor's employee shall, at minimum, view the following video training within 2 (two) months of being assigned at the Airport:

- (1) Airport Customer Service Series (4 videos, total watch time 17 minutes)
- (2) History of Aviation Security Part 1 – 4 (total watch time 97 minutes)
- (3) Sensitive Security Information (total watch time 6 minutes)
- (4) Aviation Watch (total watch time 15 minutes)
- (5) Basic Security Awareness (total watch time 15 minutes)

H. Conduct. Contractor's employee(s) shall always maintain the highest level of professionalism, customer service and integrity while at the Airport, including but not limited to:

- i. Maintain an open, proactive line of communication with the airport manager, airport employees, TSA, airline and concession employees.
- ii. At no time shall the Contractor or its employee assigned under the terms and conditions of this Agreement accept fees or other monetary

compensation of any kind from patrons or invitees for services rendered or under this Agreement.

2. CONTRACTOR GENERAL STANDARD OF PERFORMANCE

- A. At no time shall the Contractor assign an employee under the terms and conditions of this Agreement that has been convicted of a felony or crime of moral turpitude.
- B. Contractor shall assign one full-time contract manager or additional personnel as required who shall be responsible for the direct supervision of Contractor's employees assigned to the City and shall be available at reasonable times to consult with the City or its designated representative regarding the services rendered or services to be rendered under this Agreement.
- C. Contractor shall submit to the City a complete background investigation report for all personnel assigned to the City under the terms of this Agreement seven days prior to each assignment. The background investigation report shall include, but not be limited to:
  - i. Verification of criminal history and background
  - ii. Confirmation of previous employment.
  - iii. Verification of all application information.
  - iv. Verification of application filed with the Bureau of Private Investigators.
- D. The City reserves the right to fingerprint and photograph all personnel assigned under the terms of this Agreement. If the Contractor receives an unsuitable report on any of its employees assigned to this Agreement subsequent to the commencement of service, or the City finds a Contractor's employee unsuitable

or unfit for assigned duties, the employee will not be allowed to continue work, or be assigned to work, under the terms of this Agreement.

- E. Contractor shall deliver to the City, no less than two (2) business days prior to the employee being assigned to its post, a Letter of Affidavit for each employee assigned or subsequently assigned under the terms of this Agreement, certifying that the employee has met all of the hiring and training requirements. The Letter of Affidavit shall include but not be limited to:
- i. Outline of security experience (minimum six months).
  - ii. Outline of classroom training to include but not be limited to courses, dates, hours, and any certification.
  - iii. Outline of related training to include but not be limited to courses, dates, hours, and certification.
  - iv. Verification of all employment application information.
  - v. Verification that contractor's employee assigned under the terms of this Agreement has received and reviewed all post orders.
  - vi. Verification of license application to Bureau of Private Investigators.
- F. Contractor will provide an on-going advanced officer training program reflecting changes in law, regulations, customer relations, corporate policies, etc.
- G. Contractor will not assign, reassign, promote, transfer or terminate any employee within or away from this Agreement without 48 hour prior notification to the City.

- H. Contractor will supply all uniforms and assure that they are continuously cleaned and maintained. Contractor will not require employees assigned under the terms of this Agreement to purchase uniforms.
- I. Contractor will supply, at its own expense, all vehicles, weather gear, leather gear, flashlights, pagers, cellular phones, radios, and other equipment as is mutually agreed upon between the City and the Contractor, in order to meet the requirements of this Agreement.
- J. Contractor must be registered, and in good standing with the New Mexico Bureau of Private Investigators, and must be in compliance with Section 61-27-1 et seq. NMSA 1978, and shall comply with required federal, state and local licensing requirements.
- K. Contractor shall maintain a current license throughout the term of this Agreement, and shall report the potential for license suspension, revocation, or limitation to the City within 10 days of notice from the state, county or city licensing boards.
- L. Contractor shall have a dispatch center answering its phones 24 hours a day. A contract answering service or answering machine will not be acceptable. Contractor shall respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.
- M. Contractor will be required to replace or repair at its cost any equipment owned by the City (without limitation, communication equipment, fire equipment, safety equipment, locks, keys, access control systems, etc.), damaged or lost through abuse or neglect by the Contractor or its employees. Use of the City's

telephone system for personal use is prohibited, and the cost of such usage will either be billed to the Contractor, or deducted from the monthly payment, at the discretion of the City.

- N. Contractor may be required to work special events on the date(s) and time(s) specified by the City. The City shall provide the Contractor with two weeks' notice for regularly scheduled events. However, this does not preclude the need for emergency service with less than one week notice in the event of an emergency or special event not regularly scheduled.
- O. Contractor shall provide a copy of the master log for each location assigned under the terms and conditions of this Agreement at the time of invoice. The City will not consider an invoice for payment for services in advance without the master log for each location.
- P. The Contractor shall comply with all airport security regulations prescribed by 49 CFR Part 1542, and agree to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the airport. The Contractor shall comply with Transportation Security Regulation Part 1542 (airport security) and airport security policies as presently outlined in the Airport Security Plan, as such Plan may be amended from time to time. The Contractor shall pay any forfeitures or fine levied upon it by the airport, or the airport through enforcement of the Transportation Security Regulation Part 1542, or any other applicable federal, state, or local regulation, due to the acts or omissions of the Contractor, their employees, agents, suppliers, invitees, or guests and for any attorney fees or related costs paid by the airport as a result of such violation

3. COMPENSATION

- A. The City shall pay to the Contractor in full, payment for services rendered, a sum not to exceed [written out] (\$) inclusive of applicable gross receipts taxes. Payment shall be made for service's actually rendered at an hourly rate of [written out] (\$) per hour plus applicable gross receipts taxes for each armed security guard and [written out] (\$) per hour plus applicable gross receipts taxes for each unarmed security guard, including the vehicle and all equipment for each security guard. An additional sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) is established in the event that additional security service is required for emergencies.
- B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.
- C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. APPROPRIATIONS

- A. 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

- A. This Agreement shall be for four (four) years effective when executed by the City and terminate on [insert month/day/year], unless terminated sooner pursuant to Article 6 below.

6. TERMINATION

- A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.
- B. The Contractor shall render a final report of the services performed up to the date of termination shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.
- C. 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 through the date the Contractor receives notice of such termination, and for which compensation has not already been paid.
- D. If compensation is based upon hourly rates and expenses, the Contractor shall be paid for services rendered and expenses incurred through the date the Contractor receives notice of such termination

7. STATUS OF CONTRACTOR; RESPONSIBLITIYT 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 contractors 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

A. Any confidential information provide 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

A. 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 series 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

A. 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

- A. 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 the 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 series 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

- A. The contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgment on account of any suit, judgment, execution, claim, and 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, including payments of all attorneys' fee and costs.

### 14. THIRD PARTY BENEFICIARIES

- A. 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.

### 15. RECORDS AND AUDIT

- A. The Contractor shall maintain, throughout the term of this Agreement and for a period of three months 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 illegal payments.

16. APPLICABLE LAW: CHOICE OF LAW; VENUE

- A. Contractor shall abide by all applicable federal and state laws and regulation, and ordinances, rules and regulation 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.

17. AMENDMENT

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

18. SCOPE OF AGREEMENT

- A. This Agreement incorporates all the agreements, covenants, and understanding 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.

19. NON-DISCRIMINATION

- A. 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.

20. SEVERABILITY

- A. 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.

21. NOTICES

- A. 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:

To City: Santa Fe Municipal Airport  
Attn: Francey Jesson, Airport Manager  
P.O. Box 909  
Santa Fe, New Mexico 87504-0909

To Contractor: [Contractor name]  
[Contractor contact name and title]  
[Contractor street address]  
[Contractor city, state, zip code]  
[Contractor primary phone number]  
[Contractor contact email address]  
[Contractor fax number]

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

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

ATTEST:

N.M. Taxation & Revenue

CRS # \_\_\_\_\_

City of Santa Fe Business

Registration # \_\_\_\_\_

\_\_\_\_\_  
YOLANDA Y VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM      9/4/14  
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
TERESITA GARCIA, ASSISTANT FINANCE DIRECTOR

\_\_\_\_\_  
52800.510300

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](mailto:constituentservices@santafenm.gov)***