

**CITY OF SANTA FE
(FINANCE DEPARTMENT)**

“REQUEST FOR BID”

ARMoured VEHICLE SERVICES

BID # '15/17/B

BID DUE:

May 13, 2015

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD - BUILDING “H”

SANTA FE, NEW MEXICO 87505

TABLE OF CONTENTS

Advertisement for Bids

Bid Schedule

Information Bidders

Special Conditions

Specifications

Bid Form

Attachments:

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

**ADVERTISEMENT FOR BIDS
BID NO. '15/17/B**

Bids will be received by the City of Santa Fe and will be delivered to City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, May 13, 2015. Any bid received after this deadline will not be considered.** This bid is for the purpose of procuring:

ARMORED VEHICLE SERVICES

The bidder'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 bid throughout, and they will be deemed to be included in the bid 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 bidder will be required to conform to the Equal Opportunity Employment regulations.

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

ATTEST:



Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican on: 04/17/15
To be published on: 04/23/15

Received by the Albuquerque Journal on: 04/17/15
To be published on: 04/23/15

BID SCHEDULE

BID # '15/17/B

- | | | |
|----|---|--|
| 1. | ADVERTISEMENT | April 23, 2015 |
| 2. | ISSUANCE OF BID'S | April 23, 2015 |
| 3. | RECEIPT OF BID: | May 13, 2015 at 2:00 P.M. local prevailing time. Purchasing Office
2651 Siringo Road Bldg., "H"
Santa Fe, New Mexico 87505
(505) 955-5711 |
| 4. | RECOMMENDATION OF AWARD TO FINANCE COMMITTEE: | June 1, 2015 |
| 5. | RECOMMENDATION OF AWARD TO CITY COUNCIL: | June 10, 2015 |

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, May 13, 2015**. 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: '15/17/B
Title of the bid: Armored Vehicle Services
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 General Service Department-Purchasing Office (Joseph Montoya Building-1100 S. St. Francis Drive 87505, 827-0472).

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

'15/17/B

ARMORED TRANSPORTATION SERVICES

CONDITION AND SPECIFICATIONS FOR FIRMS BIDDING ON "ARMORED TRANSPORTATION SERVICES". THE CONTRACT IS TO PICK AND TRANSPORT DEPOSIT MONIES FROM SPECIFIED LOCATIONS TO BANK(S) ON BEHALF OF AND FOR THE CITY OF SANTA FE.

1. GENERAL

A. DURATION OF CONTRACT. Forty-eight (48) month contract effective from the date of award, renewable for one (1) year by mutual agreement of the vendor and the City.

B. CERTIFICATIONS. Offeror must be certified by the State Corporation Commission as a Certified Armored Car Service. **(Provide copy of certificate with your bid.)**

C. FIDELITY BOND. Upon notification of contract award, the successful Offeror must furnish a Fidelity Bond of an amount equal to ten thousand dollars (\$10,000.)

D. INSURANCE REQUIREMENTS.

1. General Conditions. The City will require the Contractor to procure and maintain, at its expense during the term of the contract that results from this RFB, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico. Insurance shall cover all operations of the Contractor under the contract, whether performed by it or its agents. Prior to commencing services, and on the renewal of all coverage, the contractor shall furnish City with a certificate(s) in the form satisfactory to the City showing that it has complied with these requirements.
2. Policies and Procedures. The successful Offeror shall furnish with their bid to the City, specific corporate of the firm's policies and procedures, and shall be expected to adhere to them during the contractual period regarding the following:
 - a. Procedure to deliver City deposits to designated bank(s) in a timely manner, as scheduled, including contingency plan in the event of vehicle accident to bad weather.
 - b. Procedure for special carrier runs to correct missed pick up,

error in special delivery of change fund arrangements or other transportation problems.

c. Policy and procedure involving employee screening regarding

The following:

- i. Drugs, alcohol or other substance abuse.
- ii. Personal and commercial driving record; record of violation or citations.
- iii. Employee processing, including physical exam, written tests, firearm and defensive weapon certification, safety qualification and general training/orientation program(s).
- iv. Security and background check on employees.
- v. Employee financial statements.
- vi. Local firm's tenure record of employees.
- vii. Procedure for resolving disputes concerning alleged failure to deliver deposit bags received.

2. **SCOPE OF WORK**

Contractor shall provide armored vehicle transportation services for all pickups and deliveries of daily cash, currency and check deposits in a safe and timely manner.

Contractor shall pick up daily cash, currency and check deposits at the current locations and days listed below:

City Hall
200 Lincoln Avenue
Santa Fe, NM 87504
Monday thru Friday

GCCC
3221 Rodeo Road
Santa Fe, NM 87507
Monday thru Friday

Marty Sanchez Golf Course
205 Caja del Rio
Santa Fe, NM 87507
Monday thru Sunday

Parking Coin
200 Lincoln
Santa Fe, NM 87504
Monday thru Friday

Parking Division
500 Market Station
Suite 200
Santa Fe, NM 87501
Monday thru Friday

SWAMA
149 Wildlife Way
Santa Fe, NM 87507
Monday thru Saturday

Transit
2931 Rufina Street
Santa Fe, NM 87507
Monday thru Friday

Water Utility
801 W. San Mateo
Santa Fe, NM 87505
Monday thru Friday

Fort Marcy
491 Washington Avenue
Santa Fe, NM 87501
Monday thru Friday

Transfer Station
2600 Buckman Rd.
Santa Fe, NM 87507
Monday thru Saturday

Police Dept.
2515 Camino Entrada
Santa Fe, NM 87507
Monday thru Friday

Municipal Court
2511 Camino Entrada
Santa Fe, NM 87507
Monday thru Friday

Salvador Perez
601 Alta Vista Street
Santa Fe, NM 87505
Monday thru Friday

Bicentennial Pool
1121 Alto Street
Santa Fe, NM 87505
Monday thru Friday – Seasonal May – September only

**Fiscal Agent Location:
Wells Fargo Bank**

A. ADDITIONAL LOCATIONS. During the Contract period, the City may request regular service for other locations not listed above. Pick- up and delivery points will be in Santa Fe County. Service fees charged shall be based on the Offeror's bid.

B. SCHEDULE FOR DEPOSIT PICK UPS. Occasional holidays and special weekend pick up requests will cause a schedule deviation. Bags picked up on holidays or weekends shall be vaulted over the period, and delivered to a designated bank on the next business day.

3. OTHER CONSIDERATIONS

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

B. EMPLOYEE IDENTIFICATION. While performing the transport services for the City, the contractor must wear a uniform that clearly identifies them as a person employed by and authorized by the contractor. Further, the contractor shall provide and maintain a current list of authorized employees. The list should be dated and contain employee names, signature and ID card numbers, and identifiable as being prepared by the contractor via a company logo or other official marking satisfactory to the City.

C. CHANGED IN SERVICE REQUIREMENTS. Services requested to be provided by the City may change. The delivery schedules or locations may change. The contractor will be notified immediately by phone when a change is known, and followed up in writing either via e-mail or in writing two (2) weeks in advance of the service change.

EXCEPTIONS

**CITY OF SANTA FE
BID FORM
BID # '15/17/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:

Regularly scheduled trips:

- 7 days per week _____
 - 6 days per week _____
 - 5 days per week _____
 - 4 days per week _____
 - 3 days per week _____
 - 2 days per week _____
 - 1 day per week _____
- Special pick up/delivery _____
- Holiday pick up/delivery _____

Fees for services will be calculated for each monthly period and shall include applicable New Mexico Gross Receipts Tax.

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 BID PURPOSES

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

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

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

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for the right to receive pick-up services on a daily basis and for other services rendered, a sum not to exceed _____ inclusive of applicable gross receipts taxes for the first term of the Agreement.

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

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

- (1) One (1) day per week: payment is (\$ _____ per location, per month).
- (2) Two (2) days per week: payment is (\$ _____ per location, per month).
- (3) Three (3) days per week: payment is (\$ _____ per location, per month).
- (4) Four (4) days per week: payment is (\$ _____ per location, per month).
- (5) Five (5) days per week: payment is (\$ _____ per location, per month).
- (6) Six (6) days per week: payment is (\$ _____ per location, per month).
- (7) Special trip or, pick-ups at various times and locations: payment is (\$ _____ per pick-up per time).
- (8) Holiday and special weekend pick-up, various time and locations: payment is (\$ _____) per pick-up per time).

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

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

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

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

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

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

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

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

2. STANDARD OF PERFORMANCE; LICENSES

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

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

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

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

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

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

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

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

6. TERMINATION

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

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

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

13. INDEMNIFICATION

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

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

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

14. CLAIM PROCEDURES

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

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

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

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

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

15. CONTAINER VALUE LIMITATION

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

16. OWNERSHIP

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

17. NEW MEXICO TORT CLAIMS ACT

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

18. THIRD PARTY BENEFICIARIES

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

19. RECORDS AND AUDIT

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

20. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

21. AMENDMENT

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

22. SCOPE OF AGREEMENT

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

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

23. NON-DISCRIMINATION

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

24. SEVERABILITY

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

25. NOTICES

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

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

Contractor:

Copy to :

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

CITY OF SANTA FE:

CONTRACTOR:

BRIAN K. SNYDER, CITY MANAGER

NAME & TITLE

DATE: _____

DATE: _____

CRS# _____
City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 2/3/15

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

Business Unit Line Item

Living Wage Ordinance

Ordinance Number §28-1 28-1.12 SFCC 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 \$10.84 effective March 1, 2015.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers.
- For workers who customarily receive more than \$100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Nonprofit organizations whose primary source of funds is from Medicaid waivers are *exempt*.

Prohibitions against retaliation and circumvention:

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

Enforcement and Remedies:

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

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

Posting and Publication:

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

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