

City of Santa Fe, New Mexico



Request for Proposals (RFP): Proposal Number '16/06/P

SECURITY GUARD SERVICES FOR THE MUNICIPAL PARKING FACILITIES, SANTA FE COMMUNITY CONVENTION CENTER, CITY HALL, PUBLIC LIBRARIES, MUNICIPAL COURT, SANTA FE TRAILS, AND MUNICIPAL AIRPORT

CONTRACT MANAGED BY THE PARKING DIVISION

**PROPOSALS SHOULD BE DELIVERED TO:
City of Santa Fe Purchasing Office
2651 Siringo Road - Building "H"
Santa Fe, New Mexico, 87505**

**PROPOSALS ARE DUE NO LATER THAN:
2:00 P.M. on September 28, 2015**

I, INSERT NAME AND TITLE, hereby certify that this manual was prepared by me, or directly under my supervision, and is true and correct to the best of my knowledge and belief.

Name, Title

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ADVERTISEMENT FOR REQUEST FOR PROPOSALS

INVITATION TO PROPOSE NUMBER: '16/06/P

PROPOSAL FOR: Security Guard Services from Qualified and Experienced Security Guard Service providers. Services are required at the following City locations: The Municipal Parking Facilities, Santa Fe Community Convention Center, City Hall, Public Libraries, Municipal Court, Santa Fe Trails / Transit and Municipal Airport. Additional locations may be required.

TO BE OPENED AT: City of Santa Fe
Purchasing Office
2651 Siringo Road, Bldg. "H"
Santa Fe, New Mexico 87505

TIME: 2:00 p.m. Local Prevailing Time

DATE: September 28, 2015

ADDRESSED TO: Purchasing Office
2651 Siringo Road, Bldg H
Santa Fe, New Mexico 87505

Proposal/s received after this deadline will not be accepted.

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

Proposals may be held up to one hundred and twenty (120) days subject to action by the city. The city reserves the right to reject any or all Proposals in part or in whole. RFP 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: 09/01/15

To be published on: 09/04/15

Received by the Albuquerque Journal on: 09/01/15

To be published on: 09/04/15

PROPOSAL SCHEDULE

RFP # '16/06/P

1. Advertisement: September 4, 2015
2. Issuance of RFP's: September 4, 2015
3. Mandatory Pre- Proposal Conference: September 16, 2015
at 2:00 p.m. at 500 Market Street Suite 200
4. Receipt of Proposals: September 28, 2015, at 2:00 p.m. local prevailing time
Purchasing Office 2651 Siringo Road Bldg., "H" Santa Fe, New Mexico 87505 (505) 955-5711
5. Evaluation of Proposals: October 7, 2015
6. Interviews: October 14, 2015
7. Recommendation of award to Finance: November 2, 2015
8. Recommendation of award to City Council: November 10, 2015

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

INFORMATION TO PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe Parking Division (herein called "City"), invites firms to submit one original and four copies of the proposal. Proposals will be received by the City Purchasing Office until **2:00 P.M. local prevailing time on September 28, 2015.**

One original and five (5) copies of the Proposal shall be submitted and addressed to the Purchasing Office, City of Santa Fe, 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505. No late Proposals will be accepted whether hand-delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

RFP number:	"16/06/P
Title of the Proposal:	City of Santa Fe Request for Proposals - Security Guard Services for The Municipal Parking Facilities, Santa Fe Convention Center, City Hall, Public Libraries, Santa Fe Trails Transit, Municipal Court and Municipal Airport.

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

Name and address of the Proposer:

The City may consider informal any Proposals not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals. Any Proposal received after the time and date specified shall not be considered. No Proposer may withdraw a Proposal within one hundred and twenty (120) days after the actual date of the submittal thereof.

2. PREPARATION OF PROPOSAL

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

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

3. **PERFORMANCE BOND**

A Performance Bond in the amount of fifty thousand dollars (\$50,000) naming the City of Santa Fe holder and beneficiary of the Bond shall be submitted along with the Proposal. Proposals submitted without the Performance Bond shall be rejected.

4. **AUDITED FINANCIAL STATEMENTS**

Proposer must submit audited financial statements for the most current three (3) years. Statements shall be audited and certified by a licensed certified public accountant (CPA).

5. **ADDENDA AND INTERPRETATIONS**

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

Every request for such interpretation 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 ten (10) days prior to the Proposal submittal date.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP which, if issued, will be delivered to all prospective Proposers no later than three (3) days prior to the date fixed for the receipt of proposals. Failure of any proposing firm to receive any such addendum or interpretations shall not relieve such firm from any obligation under her/his proposal as submitted. All addenda so issued shall become part of the contract documents.

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

6. **POWER OF ATTORNEY**

Attorneys-in-fact who sign Proposal 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 Proposers' attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full. In particular Proposer is notified that criminal laws shall apply prohibiting bribes, gratuity and kick-backs.

8. **Method of Award**

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee will interview the top-rated Proponents.. At its discretion the city reserves the right to alter the membership or size of the selection committee prior to Proposer evaluations and Proposer interviews.

9. 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 will be required to submit the proposal such that it complies with the ordinance to the extent applicable. The recommended Proposer 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. This project is subject to Determination **SF-11-1339 H**.

10. SELECTION CRITERIA

A total of 100 Points will be assigned to the Selection Criteria as follows:

- ❖ **The following criteria will be considered, although not exclusively, in determining which firm is hired.**
- ❖ **1. Cost 40% A complete breakdown of proposed Hourly Rates is Mandatory**
- ❖ **2. Qualifications 35% Financial Stability of company, staffing, organization, work plan, methodology, personnel qualifications**
- ❖ **3. References 15% Minimum of 5 references are required and 3 of those must be Public Sector Entities of a similar Scope as this RFP**
- ❖ **4. On-going Staff Training Program 10% Training, Safety and any other Incentives for retention**

A selection panel will be convened of City staff and representatives from each location identified in the Scope of Services.

The award of the purchase agreement will be made to that vendor who meets or exceeds all specifications and provides the best and most competitive total Cost Proposal. 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.

11. PUBLIC INFORMATION

All portions of the Proposal 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 Proposal is legitimately confidential information. Sections to be confidential should be clearly marked as such

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

12. BRAND NAMES

All brand names specified in this Proposal are to imply “or equal.” Proposer should include enough information with the Proposal submitted so this determination can be made.

13. 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.

13. RESIDENT, LOCAL OR VETERANS PREFERENCE

INTENT and POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, 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 PROPOSERS

With acknowledgement of this intent and policy, the preference will only be applied when Proposals are received from in-state and county businesses, manufacturers and contractors that are within 5% of low Proposals 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 Proposer must have included a valid state purchasing certification number with the submitted Proposal.

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

For information on obtaining a state purchasing certification number, the potential Proposer 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 Proposer's business name submitting the Proposal.

NON-APPLICATION-COMPETING IN-STATE PROPOSERS

If the lowest responsive Proposal and the next responsive Proposals within 5% of the lowest Proposal 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 Proposer in this situation, the Proposers 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 Proposal 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 Proposal is actually an out-of-state Proposer and not a New Mexico business, then the procedures in the previous section may be applied.

If the Proposer has met the above criteria, the low responsive "resident" Proposal shall be multiplied by .95. If that amount is then lower than the low responsive Proposal of a "non-resident" Proposer, the award will be based taking into consideration the resident preference of 5%.

The PREFERENCE FACTOR for resident preference applied to Proposals shall be .95.

APPLICATION FOR LOCAL PREFERENCE

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

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

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The preference for proposals shall be 1.10 for local. New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a

“resident veteran business”. Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

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

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

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

Proposals for Goods and Services. When Proposals for the purchase of goods or services pursuant to Section 22 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. the lowest responsive Proposal received from those Proposers in the first category listed below 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 Proposer receiving the preference. If no Proposals are received from Proposers 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 Proposers listed to determine if the Proposal qualifies for award.

Qualification 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.

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 Proposal 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.

Limitation. No Offeror shall receive more than a 5% for resident preference pursuant to this section on any one offer submitted. A Proposer 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 Proposal 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.

[Question: Do we have language on Veterans Preference? Not found in RFP template]

14. PROTESTS AND RESOLUTIONS PROCEDURES

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

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 Proposal, 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 Proposal submitted. Every effort will be made to process payments within forty five (45) 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, detailed 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 the City of Santa Fe Parking Division's Contracts Analyst.
7. **METHOD OF PAYMENT**
Every effort will be made to process payments within forty five (45) 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. PERFORMANCE REQUIREMENTS AND CONTRACT LIQUIDATED DAMAGES

The City shall monitor the contract through designated liaison staff from the Parking Division and audits of the contractor's performance and deliverance of the services as specified in the RFP document. The contractor's designated Project Manager shall report to the Parking Division's Contracts' Analyst (PDCA) on service level requirements daily, weekly and monthly at the discretion of the Parking Division.

Certain levels of operation in accordance with the scope of services section of the RFP, but not limited to, shall be met by the Proposer to ensure satisfactory service to the City and the public. It is the responsibility of the Proposer to provide PDCA with appropriate management information reports that will enable PDCA to monitor all of the service levels. The Proposer shall maintain all records necessary for PDCA to audit and substantiate compliance with all monitoring requirements.

Each service level has a corresponding credit to City for non-compliance. All credits will be deducted from any amount payable pursuant to the Proposer's monthly statement for the month in which the service level was not fulfilled.

Additional credits for non-compliance detailed in this section are intended to encourage the Proposer to perform all services at the required levels. The assessment of additional credits, however, does not affect City's option to terminate this contract for failure to comply with service levels.

The credits that are set forth reflect City's estimate of risks associated with non-compliance of the Scope of Services by the Contractor in each instance. By submitting a proposal, each Proposer agrees that City's estimates are fair and reasonable and are valid in light of the fact that exact damages are difficult, if not impossible, to quantify.

The Proposer shall maintain sufficient staff and equipment to provide high level services within the requirements set forth by the Scope of Services. The following credits to the City for non-compliance have been established:

8.1 Handwritten Citations Processing

The Contractor shall deliver on a daily basis any handwritten citations issued by the security guard to the Accounting Unit of the Parking Division located at 500 Market Street by 10:00 AM Monday through Friday (Holidays excepted). When delivery of issued citations does not occur by the due time as specified shall result in a credit to the City of \$50 per day for every day this requirement is not met.

8.2 Data Accuracy

The contractor is required to maintain a 98% level of accuracy for each day's data collected from guard patrol monitoring system, guard post personnel assignment system, time card entries, payroll and number of citations issued per month.

Proposals shall describe the procedure for the prompt identification and correction of data entry errors.

A credit of \$100 per day for each business day will be deducted from the contractor's monthly charges for failure to meet these criteria.

8.3 Accountability

Proposals shall describe the contractor's responsibility and accountability for all required data that is misplaced or lost due to System errors or failures.

In the event that any of the contractor's monitoring Systems cannot provide required reports, a credit of \$500 per week will be deducted from the contractor's monthly charges for failure to meet this criterion.

8.4 Systems' Availability

System availability is defined as the time during the principal hours of operation when the contractor is providing services defined in the RFP, including all subsystems, is available to the PDCA for monitoring purposes. System availability shall be maintained at 98%, Monday through Friday at a minimum from 8:00 a.m. to 6:00 p.m. The contractor shall make available access to all contractor's monitoring systems from PDCA's desktop computer for monitoring purposes. It is the contractor's responsibility to ensure that this requirement is fully met at contractor's expense. The system availability requirement shall not be in effect during the period of time that the contractor is experiencing a catastrophic failure. A catastrophic failure includes Acts of God, as well as natural (such as earthquake, fire or flood) and un-natural catastrophes that are not caused by the negligence of the Proposals.

In the event that an availability level of 98% is not achieved for any individual calendar month, a credit of \$250 for each month will be deducted from the contractor's monthly charges.

8.5 System Discontinuance and Backup

The contractor shall agree to establish an ISDN backup connection within five (5) minutes of receipt of notification from the City that any data circuit is inoperable.

Failure to establish the system backup connection within the time limit stated above will result in a credit to the City of \$500 per working day of delay.

8.6 Operational Performance

The City expects the contractor to ensure that the assigned guard to every Post arrives at their designated Post a few minutes ahead of their scheduled start time so that they can be ready to start their shift precisely at the required start time. When a Post is not manned by a security guard at the pre-established start time, a credit to the City will result as follows:

- a. No guard at Post at the pre-established start of shift time, a credit of \$250 per occurrence will be deducted from the contractor's monthly charges.
- b. No guard at Post 15 minutes past the pre-established start of shift time, a credit of \$500 for each occurrence will be deducted from the contractor's monthly charges.
- c. No guard at Post 30 minutes past the pre-established start of shift time, a credit of \$750 per occurrence will be deducted from the contractor's monthly charges.
- d. No guard at Post 1 hour or more past the pre-established start of shift time, a credit of \$1,500 per occurrence will be deducted from the contractor's monthly charges.

9. **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.

10. **NON-DISCRIMINATION**

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

11. **NON-COLLUSION**

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

**SCOPE OF SERVICES
'16/06/P**

**SECURITY SERVICES FOR THE MUNICIPAL PARKING FACILITIES, SANTA FE
COMMUNITY CONVENTION CENTER, CITY HALL, PUBLIC LIBRARIES,
MUNICIPAL COURT, SANTA FE TRAILS TRANSIT AND MUNICIPAL AIRPORT,
ADDITIONAL LOCATIONS MAY BE REQUIRED**

Background

The City of Santa Fe Parking Division (Agency) is requesting Proposals from qualified, experienced and financially stable companies to provide security guard services for the Municipal Parking Facilities, Santa Fe Convention Center, City Hall, Public Libraries, Municipal Court and Santa Fe Trails Transit along with additional location to be named at a later date.

Services

All Security Services provided as part of this contract shall be for the entire period including breaks specified in the RFP as the "Start" and "End" times of a guard assignment at any location. Security Services shall include, but not be limited to:

MUNICIPAL PARKING FACILITIES:

Contractor shall provide roving patrol service between the hours of 5:00 p.m. and 1:00 a.m., Monday through Sunday, 365 days a year at the (1) Sandoval Parking Garage 216 W. San Francisco St., (2) Water St. Parking Lot 100 E. Water St., (3) provide assistance to Parking Division staff as directed by Division supervisor (4) City Hall/Community Convention Center Garage 119 S. Federal Pl., (5) Railyard Parking Garage 503 Camino de Familia., (6) Main Public Library Parking Lot 145 Washington Ave., (7) Archdiocese/Cathedral Parking Lot 215 Cathedral Place. (8) Canyon Road Parking Lot 777 Canyon Rd.

The Security Officer shall: (1) remain visible and accessible to the public at all times and take direction from the Parking Division Director or his designee; (2) provide assistance in security or safety related situations when needed; (3) confront suspicious activity diplomatically without altercation; (4) use reasonable efforts to deter, or when absolutely necessary call the Police Dispatch for police assistance to prevent persons observed attempting to gain or gaining unauthorized access to a facility; (5) provide detailed reports regarding all incidents, and when necessary, follow up on incidents to their conclusion including court appearances; (6) cooperate with and assist law enforcement agencies in connection with crimes committed at, near, or affecting the municipal parking facilities assigned to; (7) maintain the scene of a crime to protect possible evidence in accordance with established law enforcement procedures; (8) report all safety hazards, burned out light bulbs, and doors or gates that have malfunctioned; (9) control traffic, the ingress and egress of patrons and provide assistance as needed; (10) notify the Santa Fe Dispatch / Regional Emergency Communications Center of

a need for police, fire, or medical assistance; and (11) perform related duties and responsibilities as assigned by the Parking Division Director. ***See attached schedule***

CITY HALL AND SANTA FE COMMUNITY CONVENTION CENTER (SFCCC):

Contractor shall have one (1) armed and professionally uniformed guard Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. (excluding Holidays).

Duties and responsibilities of the officers are to assist patrons, protect the building, deter theft, and to control access into the SFCCC show areas. Additional duties and responsibilities may be required based on the type of an event.

A recommended security plan will take all factors into consideration and tailor security coverage in accordance with each particular event. Regular patrols of all entrances, common areas, service corridors, loading docks, parking areas and the entire perimeter are mandatory.

Greet guests and check badges at all designated entrances, including labor entrance and loading docks entrances is a requirement.

Respond to medical and non-medical emergencies, investigate and document incidents, secure and un-secure doors, monitor closed circuit TV surveillance of selected areas, oversight of emergency preparation response plan are essential. ***See attached schedule***

MAIN PUBLIC LIBRARY/LA FARGE PUBLIC LIBRARY/SOUTHSIDE LIBRARY:

Contractor shall have one (1) unarmed and professionally uniformed guard at each location as follows: (1) Main Public Library, Monday through Thursday between the hours of 10:00 a.m. and 8:00 p.m.; Friday and Saturday between the hours of 10:00 a.m. and 6:00 p.m.; Sunday between the hours of 1:00 p.m. and 5:00 p.m. (2) La Farge Public Library, Monday through Wednesday between the hours of 10:00 a.m. and 8:00 p.m.; Thursday through Saturday between the hours of 10:00 a.m. and 6:00 p.m. (3) Southside Public Library, Monday through Thursday between the hours of 10:30 a.m. and 8:00 p.m.; Friday and Saturday between the hours of 10:30 a.m. and 6:00 p.m.; Sunday between the hours of 1:00 p.m. and 5:00 p.m.

The security guard shall remain visible and accessible to the public at all times; shall take direction from the library supervisor or his/her designee; shall provide library with cell phone number; security guard shall monitor Main parking lot and notify Parking of violations; shall monitor all levels of the Main Public Library, La Farge Public Library and Southside Public Library to include, but not be limited to; stairwells, elevators, periphery, and restrooms facilities; shall inform Library Supervisor or his/her designee of suspicious activity without altercation; shall respond to security gate alarms and assist staff with patrons; shall use reasonable efforts to deter, or when absolutely necessary detain, persons observed attempting to gain or gaining unauthorized access to a library facility; shall provide reports on all activity, and when necessary, follow incidents to their conclusion including court appearances; shall cooperate with and assist law enforcement agencies in connection with

crimes committed against the City and its invitees; shall maintain the scene of a crime to protect possible evidence in accordance with established procedures; and shall notify the Santa Fe Dispatch of a need for police, fire, or medical assistance. **See attached schedule**

SANTA FE CITY MUNICIPAL COURT:

Contractor shall have one (1) armed and professionally uniformed guard on location Monday through Friday between the hours of 7:45 a.m. and 5:00 p.m. (excluding Holidays).

The security guard shall remain visible and accessible to the public at all times; shall take direction from the court officials, Municipal Judge or her designee; shall monitor all areas of the Municipal Court building to include, but not be limited to: Court Room, General Office Space, periphery, restrooms facilities and all areas accessible to the general public; shall confront suspicious activity without altercation; shall use reasonable efforts to deter, or when absolutely necessary detain, persons observed attempting to gain or gaining unauthorized access to unauthorized areas; shall provide reports on all activity, and when necessary, follow incidents to their conclusion including court appearances; shall cooperate with and assist law enforcement agencies in connection with crimes committed against the City and its invitees; shall maintain the scene of a crime to protect possible evidence in accordance with established procedures; shall escort defendants to holding cell when necessary; and shall notify the Santa Fe Dispatch of a need for police, fire, or medical assistance.. **See attached schedule**

SANTA FE TRAILS:

Contractor shall provide one (1) unarmed and professionally uniformed guard on roving patrol services on random Santa Fe Trails buses on a rotating schedule to be determined by the City of Santa Fe Transit Operations Manager.

The Security Officer shall: (1) remain visible and accessible to the public at all times and take direction from the Transit Operations Manager or his/her designee; (2) provide assistance in security or safety related situations when needed; (3) confront suspicious activity diplomatically without altercation; (4) use reasonable efforts to deter, or when absolutely necessary detain persons observed attempting to gain or gaining unauthorized access to a facility; (5) provide reports on all activity, and when necessary, follow up on incidents to their conclusion including court appearances; (6) cooperate with and assist law enforcement agencies in connection with crimes committed at, near, or effecting the facilities assigned to; (7) maintain the scene of a crime to protect possible evidence in accordance with established law enforcement procedures; (8) report all safety hazards (9) control traffic, the ingress and egress of patrons and provide assistance as needed; (10) notify the Santa Fe Dispatch / Regional Emergency Communications Center of a need for police, fire, or medical assistance; and (11) perform related duties and responsibilities as assigned by the Transit Operations Manager. **See attached schedule**

SANTA FE CITY MUNICIPAL AIRPORT:

Contractor shall have one (1) unarmed and professionally uniformed guard on location Monday through Tuesday between the hours of 2:00 p.m. and 11:30 p.m. and Thursday through Saturday between the hours of 4:30 a.m. and 2:30 p.m. (including Holidays).

Security service is required 1.5 hours prior to departure and 30 minutes after the arrival of a flight.

The security guard shall remain visible and accessible to the public at all times and take direction from the airport manager or designee; maintain a physical presence in the terminal building when commercial airline flights are in operation; confront suspicious activity without altercation; use reasonable effort to deter or detain persons observed attempting to gain or gaining unauthorized access to the airport aircraft parking area; provide reports on all activity and when necessary follow incidents to their conclusion including court appearances; cooperative with and assist law enforcement agencies in connection with security violations committed at the Santa Fe Municipal Airport; notify the Santa Fe Regional Communications Center and the airport manager or designee of a need for police, fire or medical assistance. shall monitor all areas of the appearances; shall cooperate with and assist law enforcement agencies in connection with security violations committed at the Santa Fe Municipal Airport; notify the Santa Fe Dispatch of a need for police, fire, or medical assistance; respond to situation where an individual is interfering with activities at the screening checkpoint; assist in preventing prohibited items and persons from enter secure area. **See attached schedule**

Additional locations may be required. Standard rate for other services as required.

STANDARDS OF PERFORMANCE

At no time shall the contractor or its employees assigned under the terms and conditions of this contract, accept monetary compensation of any kind from patrons or invitees for services rendered or services to be rendered under this Agreement.

At no time shall the contractor or its employees assigned to municipal parking facilities under the terms and conditions of this contract, accept parking fees or other monetary compensation from patrons or invitees for parking services rendered or parking services to be rendered under this Agreement.

Contractor shall assign one full-time Site manager and additional personnel as required, who shall be responsible for the direct supervision of Contractor's employees assigned to the City. The Site manager or his or her designated representative shall be available at reasonable times to consult with the City regarding the services rendered or services to be rendered under this Agreement.

Contractor shall submit to the City, within seven (7) days prior to the commencement of service, a background investigation report for all personnel assigned to the City under the terms of this agreement. The background investigation report shall include, but not be limited to:

1. Police Report Check
2. Confirmation of Previous Employment
3. Verification of all Application Information
4. A copy of the application filed with the Bureau of Private Investigators

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.

Contractor will assign personnel who have the same comparable training levels and following qualifications:

1. Employee(s) assigned to this contract must be registered, licensed 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 his/her post.
2. Must possess a high school diploma or GED, and must have a minimum of ten (10) hours of classroom training, and a minimum of six (6) months experience in police science, or security service.
3. Ability to read and write English, particularly in emergency situations requiring clear and definitive articulation to assure confidence, control and safety to those involved.
4. Ability to pass an annual physical fitness examination, including drug and alcohol testing, by a licensed physician.
5. Possess CPR and FIRST AID certification as set forth by the American Red Cross or equivalent association.
6. Guards assigned to City Hall / SFCCC and Municipal Court (armed guards) must have a Level III guard card from the New Mexico Bureau of Private Investigators, and must have completed a firearm handling and safety training course.

The City reserves the right to interview and approve, or reject all Contractor's employees prior to report date, and personnel files shall be made available to the City upon request, for periodic inspection.

None of the Contractor's employees being assigned shall have pled guilty, or nolo contendere to, or been found guilty of a felony or a crime involving moral turpitude appointed by this contractor. If any of the employees being assigned have had a criminal adjudication as indicated, please provide details on a separate sheet.

Contractor will provide an on-going advanced officer-training program with the curriculum mutually agreed upon between the City and the Contractor, reflecting changes in law, customer relations, corporate policies, etc.

Contractor will not assign, reassign, promote, transfer or terminate any employee within or away from this contract without prior notification to the City.

Contractor will supply all uniforms at its own expense and shall assure that the uniforms fit properly, are continuously cleaned and maintained. Contractor will not require employees assigned under the terms of this Agreement to purchase supplied uniforms.

Contractor shall provide, at its own expense, an Automated Electronic Guard Tour System, as is mutually agreed upon between the City and the Contractor, in order to meet the requirements of this contract. An electronic guard patrol monitoring system is required; however, a GPS-based monitoring system is preferred.

Contractor's roving patrols assigned to municipal parking facilities and City Hall/SFCCC locations shall utilize the Automated Electronic Guard Tour System furnished by the Contractor, and shall be required to activate all electronic guard tour key stations within each facility as designated by the City and in accordance with the patrol times specified as agreed to.

Contractor will be required to submit guard tour key station reports and ledgers relating patrol and stationary guard information to the City or its designated representatives on a daily basis Monday through Friday or upon request.

Contractor will provide, at its own expense equipment as is mutually agreed upon between the City and the Contractor, in order to meet the requirements of this contract. The City will provide the necessary radio equipment as is mutually agreed upon.

Contractor 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, and shall comply with required Federal, State, and Local licensing requirements.

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 ten (10) days of notice from the State, County or City licensing boards.

Contractor will be required to submit all incident reports, logs or ledgers relating contract information to the City or its designated representatives on a daily basis Monday through Friday or upon request.

Contractor shall be prohibited from carrying firearms of any kind on their person, or in their vehicle, while performing services at any Municipal Parking Facility, Main Public Library and LaFarge Public Library, under the terms of this agreement.

Contractor shall have a dispatch 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.

Contractor will be required to replace or repair at its cost any equipment owned by the City (such as but not limited to, communication's 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.

Contractor may be required to work special events, i.e. Spanish Market, Indian Market, Fiesta, etc. 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 two weeks' notice in the event of an emergency or special event not regularly scheduled.

Contractor shall provide to the Parking Division Contracts Analyst (PDCA) a copy of the time sheets for each employee assigned under the terms and conditions of this Agreement at the time of invoice.

Contractor shall abide by all laws and ordinances in the execution of this contract, specifically the recently approved Living Wage Ordinance which provides that the minimum wage be \$10.84 per hour per employee, for companies with 25 or more employees.

Peak-season shall be defined as May 1, through December 31, and off-season as January 1, through April 30.

SUBMITTAL REQUIREMENTS
'16/06/P

FAILURE TO SUBMITT ITEMS 1-13 WILL RESULT IN POSSIBLE DISQUALIFICATION OF PROPOSAL

1. Introduction and Executive Summary. Letter of introduction of your firm. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitment contained in the proposal.
2. Provide a list of the Contractor's principals and employees with resumes of qualifications, as well as each key person that the Contractor anticipates assigning to the contract. Additionally, include a summary of the qualifications, licenses and experience of each individual and the type of services to be performed by each individual.
3. Describe in detail how new and replacement personnel will be recruited, hired, and trained. Attach your firms hiring and training procedures and plan that will be required for all employees and the method by which adherence will be ensured (e.g. interviewing, drug testing, background check and reference checks). The City will retain under its agreement with the successful Contractor the right of approval of all persons performing under this Agreement.
4. Describe the security services and the components of security service your firm proposes to provide to the City. Include the following:
 - Overall security scope of work tasks which detail the use of personnel to diffuse potential volatile situations
 - Schedule hours and days of service delivery and the ability to meet the City's proposed time frame
 - Proposed staffing by site and assignment of work within your firm's work team
 - The use of technology and security equipment
 - Proposed response time for requests for security services
 - Proposed performance standards that are being pledged if awarded a contract.
5. Provide a list of four (4) current or past contracts for which your firm has performed or is performing work of similar type, scope and complexity within the past five years. This list must include the name, address, email address, and phone number of each of the contracting parties as well as a description of services performed and the dollar amount of the contract. Upon further consideration of the Proposal, the City may request additional information.
6. Copy of City of Santa Fe Business License.
7. Copy of State of New Mexico CRS Tax Identification Number.

8. Copy of State of New Mexico Private Investigations Advisory Board Trade PPO license.
9. Summary of insurance/liability coverage.
10. Campaign Disclosure Form
11. Cost Breakdown by department.
12. **PERFORMANCE BOND**
A Performance Bond in the amount of fifty thousand dollars (\$50,000) naming the City of Santa Fe holder and beneficiary of the Bond shall be submitted along with the Proposal. Proposals submitted without the Performance Bond shall be rejected.
13. **AUDITED FINANCIAL STATEMENTS**
Proposer must submit audited financial statements for the most current three (3) years. Statements shall be audited and certified by a licensed certified public accountant (CPA).

**EVALUATION CRITERIA
&
WEIGHTED VALUES**

'16/06/P

**SECURITY GUARD SERVICES FOR THE MUNICIPAL PARKING FACILITIES,
SANTA FE COMMUNITY CONVENTION CENTER, CITY HALL, PUBLIC LIBRARIES,
MUNICIPAL COURT, SANTA FE TRAILS AND MUNICIPAL AIRPORT**

Company Name

Evaluation: _____ Interview: _____ (Please put an x next to the appropriate field.)

Date

Signature and Title of Evaluating Committee Member

	Criteria	Weighted Value		Evaluation Points	Total Score
1.	Cost – A complete breakdown of proposed hourly rates is mandatory	40%	x	_____	_____
2.	Qualifications – Financial stability of Company, staffing organization, work plan, Methodology, personnel qualifications	35%	x	_____	_____
3.	References –Minimum of 5 references are Required and 3 of those must be public Sector entities of a similar scope as this RFP	15%	x	_____	_____
4.	On-going staff training program	10%	x	_____	_____
				Total Score	_____

EVALUATION POINTS 1-5 (1-LOWES, 5-HIGHEST)

LA FARGE LIBRARY:
HOURLY RATE: _____
TOTAL FOR 2,736 REGULAR HOURS: _____

MAIN LIBRARY:
HOURLY RATE: _____
TOTAL FOR 3,042 REGULAR HOURS: _____

MOBILE PATROL:
HOURLY RATE FOR 2,736 REGULAR HOURS: _____
HOURLY RATE FOR 80 HOLIDAY HOURS: _____
TOTAL FOR 2,816 REGULAR AND HOLIDAY HOURS: _____

MUNICIPAL COURT:
HOURLY RATE: _____
TOTAL FOR 2,331 REGULAR HOURS: _____

CITY HALL/SFCCC:
HOURLY RATE: _____
TOTAL FOR 2,008 REGULAR HOURS: _____

SF TRAILS:
HOURLY RATE: _____
TOTAL FOR 1,214 REGULAR HOURS: _____

SOUTHSIDE LIBRARY:
HOURLY RATE: _____
TOTAL FOR 2,896 REGULAR HOURS: _____

TOTAL PROPOSED AMOUNT INCLUDING REGULAR & HOLIDAY HOURS:
\$ _____

ALTERNATE: SANTA FE CITY MUNICIPAL AIRPORT:
HOURLY RATE FOR 2,980.5 REGULAR HOURS: _____
TOTAL FOR 78.5 HOLIDAY HOURS: _____
TOTAL FOR 3,059 REGULAR AND HOLIDAY HOURS: _____

TOTAL PROPOSED AMOUNT & ALTERNATE INCLUDING REGULAR & HOLIDAY HOURS: \$ _____

STANDARD HOURLY RATE FOR OTHER SERVICES AS REQUIRED: \$ _____

**EVALUATION CRITERIA
&
WEIGHTED VALUES**

**EVALUATION COMMITTEE MEMBERS
'16/06/P**

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

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

Interviews will be conducted with the top-rated firms. Total scores from the interviews will be added to the proposal evaluation scores to establish the top-ranked Proposer.

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

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.

**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:

APPENDIX A
Schedule of Hours

LaFarge Library

JULY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				10	8	0	8
2		10	10	10	8	8	8
3		10	10	10	8	8	8
4		10	10	10	8	8	8
5		10	10	10	8	8	
6							
PROJECTED HRS.							234

AUGUST

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1							8
2		10	10	10	8	8	8
3		10	10	10	8	8	8
4		10	10	10	8	8	8
5		10	10	10	8	8	8
6		10					
PROJECTED HRS.							234

SEPTEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			10	10	8	8	8
2		0	10	10	8	8	8
3		10	10	10	8	8	8
4		10	10	10	8	8	8
5		10	10	10			
6							
PROJECTED HRS.							226

OCTOBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					8	8	8
2		10	10	10	8	8	8
3		0	10	10	8	8	8
4		10	10	10	8	8	8
5		10	10	10	8	8	8
6							
PROJECTED HRS.							230

NOVEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		10	10	10	8	8	8
2		10	10	0	8	8	8
3		10	10	10	8	8	8
4		10	10	10	0	0	8
5		10					
6							
PROJECTED HRS.							200

DECEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			10	10	8	8	8
2		10	10	10	8	8	8
3		10	10	10	8	8	8
4		10	10	10	8	0	8
5		10	10	10	8		
6							
PROJECTED HRS.							236

JANUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						0	8
2		10	10	10	8	8	8
3		10	10	10	8	8	8
4		0	10	10	8	8	8
5		10	10	10	8	8	8
6							

PROJECTED HRS. 214

FEBRUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		10	10	10	8	8	8
2		10	10	10	8	8	8
3		10	10	10	8	8	8
4		10	10	10	8	8	8
5		10					
6							

PROJECTED HRS. 226

MARCH

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			10	10	8	8	8
2		10	10	10	8	8	8
3		10	10	10	8	8	8
4		10	10	10	8	8	8
5		10	10	10	8		
6							

PROJECTED HRS. 244

APRIL

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						8	8
2		10	10	10	8	8	8
3		10	10	10	8	8	8
4		10	10	10	8	8	8
5		10	10	10	8	8	8
6							

PROJECTED HRS. 232

MAY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		10	10	10	8	8	8
2		10	10	10	8	8	8
3		10	10	10	8	8	8
4		10	10	10	8	8	8
5		0	10				
6							

PROJECTED HRS. 226

JUNE

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				10	8	8	8
2		10	10	10	8	8	8
3		10	10	10	8	8	8
4		10	10	10	8	8	8
5		10	10	10	8		
6							

PROJECTED HRS. 234

TOTAL HOURS 2,736
 REGULAR HOURS 2,736
 HOLIDAY HOURS 0

Main Library

JULY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				10	10	0	8
2	4	10	10	10	10	8	8
3	4	10	10	10	10	8	8
4	4	10	10	10	10	8	8
5	4	10	10	10	10	8	
6							
PROJECTED HRS.							260

AUGUST

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1							8
2	4	10	10	10	10	8	8
3	4	10	10	10	10	8	8
4	4	10	10	10	10	8	8
5	4	10	10	10	10	8	8
6	4	10					
PROJECTED HRS.							262

SEPTEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			10	10	10	8	8
2	4	0	10	10	10	8	8
3	4	8	10	10	10	8	8
4	4	8	10	10	10	8	8
5	4	8	10	10			
6							
PROJECTED HRS.							244

OCTOBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					10	8	8
2	4	10	10	10	10	8	8
3	4	0	10	10	10	8	8
4	4	10	10	10	10	8	8
5	4	10	10	10	10	8	8
6							
PROJECTED HRS.							256

NOVEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	4	10	10	10	10	8	8
2	4	10	10	0	10	8	8
3	4	10	10	10	10	8	8
4	4	10	10	10	0	0	8
5	4	10					
6							
PROJECTED HRS.							226

DECEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			10	10	10	8	8
2	4	10	10	10	10	8	8
3	4	10	10	10	10	8	8
4	4	10	10	10	10	0	8
5	4	10	10	10	10		
6							
PROJECTED HRS.							262

JANUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						0	8
2	4	10	10	10	10	8	8
3	4	10	10	10	10	8	8
4	4	0	10	10	10	8	8
5	4	10	10	10	10	8	8
6	4						

PROJECTED HRS. 242

FEBRUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		10	10	10	10	8	8
2	4	10	10	10	10	8	8
3	4	10	10	10	10	8	8
4	4	10	10	10	10	8	8
5	4	10					
6							

PROJECTED HRS. 250

MARCH

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			10	10	10	8	8
2	4	10	10	10	10	8	8
3	4	10	10	10	10	8	8
4	4	10	10	10	10	8	8
5	4	10	10	10	10		
6							

PROJECTED HRS. 270

APRIL

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						8	8
2	4	10	10	10	10	8	8
3	4	10	10	10	10	8	8
4	4	10	10	10	10	8	8
5	4	10	10	10	10	8	8
6							

PROJECTED HRS. 256

MAY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	4	10	10	10	10	8	8
2	4	10	10	10	10	8	8
3	4	10	10	10	10	8	8
4	4	10	10	10	10	8	8
5	4	0	10				
6							

PROJECTED HRS. 254

JUNE

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				10	10	8	8
2	4	10	10	10	10	8	8
3	4	10	10	10	10	8	8
4	4	10	10	10	10	8	8
5	4	10	10	10	10		
6							

PROJECTED HRS. 260

TOTAL HOURS 3,042
 REGULAR HOURS 3,042
 HOLIDAY HOURS 0

Mobile Patrol

JULY

Week	Sun	Mon	Tue	Wed	Thru	Fri	Sat
1				8	8	8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8	8	8	8	
6							
PROJECTED HRS.							248.0

AUGUST

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1							8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8	8	8	8	8
6	8	8					
PROJECTED HRS.							248.0

SEPTEMBER

Week	Sun	Mon	Tue	Wed	Thru	Fri	Sat
1			8	8	8	8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8	8			
6							
PROJECTED HRS.							240.0

OCTOBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					8	8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8	8	8	8	8
6							
PROJECTED HRS.							248.0

NOVEMBER

Week	Sun	Mon	Tue	Wed	Thru	Fri	Sat
1	8	8	8	8	8	8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8					
6							
PROJECTED HRS.							240

DECEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			8	8	8	8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8	8	8		
6							
PROJECTED HRS.							248

JANUARY

Week	Sun	Mon	Tue	Wed	Thru	Fri	Sat
1						8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8	8	8	8	8
6	8						

PROJECTED HRS.

240

FEBRUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		8	8	8	8	8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8					
6							

PROJECTED HRS.

216

MARCH

Week	Sun	Mon	Tue	Wed	Thru	Fri	Sat
1			8	8	8	8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8	8	8		
6							

PROJECTED HRS.

232

APRIL

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8	8	8	8	8
6							

PROJECTED HRS.

224

MAY

Week	Sun	Mon	Tue	Wed	Thru	Fri	Sat
1	8	8	8	8	8	8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8				
6							

PROJECTED HRS.

208

JUNE

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				8	8	8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8	8	8		
6							

PROJECTED HRS.

224

TOTAL HOURS **2,816**
 REGULAR HOURS **2,736**
 HOLIDAY HOURS **80**

Municipal Court

JULY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				9.25	9.25	0	
2		9.25	9.25	9.25	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	9.25	
5		9.25	9.25	9.25	9.25	9.25	
6							
PROJECTED HRS.							204

AUGUST

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1							
2		9.25	9.25	9.25	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	9.25	
5		9.25	9.25	9.25	9.25	9.25	
6		9.25					
PROJECTED HRS.							194

SEPTEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			9.25	9.25	9.25	9.25	
2		0	9.25	9.25	9.25	0	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	9.25	
5		9.25	9.25	9.25			
6							
PROJECTED HRS.							185.00

OCTOBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					9.25	9.25	
2		9.25	9.25	9.25	9.25	9.25	
3		0	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	9.25	
5		9.25	9.25	9.25	9.25	9.25	
6							
PROJECTED HRS.							194.25

NOVEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		9.25	9.25	9.25	9.25	9.25	
2		9.25	9.25	0	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	0	0	
5		9.25					
6							
PROJECTED HRS.							166.50

DECEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			9.25	9.25	9.25	9.25	
2		9.25	9.25	9.25	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	0	
5		9.25	9.25	9.25	9.25		
6							
PROJECTED HRS.							203.50

JANUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						0	
2		9.25	9.25	9.25	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		0	9.25	9.25	9.25	9.25	
5		9.25	9.25	9.25	9.25	9.25	
6							
PROJECTED HRS.							175.75

FEBRUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		9.25	9.25	9.25	9.25	9.25	
2		9.25	9.25	9.25	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	9.25	
5		9.25					
6							
PROJECTED HRS.							194.25

MARCH

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			9.25	9.25	9.25	9.25	
2		9.25	9.25	9.25	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	9.25	
5		9.25	9.25	9.25	9.25	9.25	
6							
PROJECTED HRS.							222.00

APRIL

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						9.25	
2		9.25	9.25	9.25	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	9.25	
5		9.25	9.25	9.25	9.25	9.25	
6							
PROJECTED HRS.							194.25

MAY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		9.25	9.25	9.25	9.25	9.25	
2		9.25	9.25	9.25	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	9.25	
5		0	9.25				
6							
PROJECTED HRS.							194.25

JUNE

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				9.25	9.25	9.25	
2		9.25	9.25	9.25	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	9.25	
5		9.25	9.25	9.25	9.25		
6							
PROJECTED HRS.							203.50

TOTAL HOURS 2,331
 REGULAR HOURS 2,331
 HOLIDAY HOURS 0

City Hall / SFCCC

JULY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				8	8	0	
2		8	8	8	8	8	
3		8	8	8	8	8	
4		8	8	8	8	8	
5		8	8	8	8	8	
6							
PROJECTED HRS.							176

AUGUST

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1							
2		8	8	8	8	8	
3		8	8	8	8	8	
4		8	8	8	8	8	
5		8	8	8	8	8	
6		8					
PROJECTED HRS.							168

SEPTEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			8	8	8	8	
2		0	8	8	8	0	
3		8	8	8	8	8	
4		8	8	8	8	8	
5		8	8	8			
6							
PROJECTED HRS.							160

OCTOBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					8	8	
2		8	8	8	8	8	
3		0	8	8	8	8	
4		8	8	8	8	8	
5		8	8	8	8	8	
6							
PROJECTED HRS.							168

NOVEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		8	8	8	8	8	
2		8	8	0	8	8	
3		8	8	8	8	8	
4		8	8	8	0	0	
5		8					
6							
PROJECTED HRS.							144

DECEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			8	8	8	8	
2		8	8	8	8	8	
3		8	8	8	8	8	
4		8	8	8	8	0	
5		8	8	8	8		
6							
PROJECTED HRS.							176

JANUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						0	
2		8	8	8	8	8	
3		8	8	8	8	8	
4		0	8	8	8	8	
5		8	8	8	8	8	
6							

PROJECTED HRS. 152

FEBRUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		8	8	8	8	8	
2		8	8	8	8	8	
3		8	8	8	8	8	
4		8	8	8	8	8	
5		8					
6							

PROJECTED HRS. 168

MARCH

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			8	8	8	8	
2		8	8	8	8	8	
3		8	8	8	8	8	
4		8	8	8	8	8	
5		8	8	8	8		
6							

PROJECTED HRS. 184

APRIL

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						8	
2		8	8	8	8	8	
3		8	8	8	8	8	
4		8	8	8	8	8	
5		8	8	8	8	8	
6							

PROJECTED HRS. 168

MAY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		8	8	8	8	8	
2		8	8	8	8	8	
3		8	8	8	8	8	
4		8	8	8	8	8	
5		0	8				
6							

PROJECTED HRS. 168

JUNE

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				8	8	8	
2		8	8	8	8	8	
3		8	8	8	8	8	
4		8	8	8	8	8	
5		8	8	8	8		
6							

PROJECTED HRS. 176

TOTAL HOURS 2,008
 REGULAR HOURS 2,008
 HOLIDAY HOURS 0

Santa Fe Trails

JULY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				4	4	0	2
2	2	4	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	4	4	2
5	2	4	4	4	4	4	
6							
PROJECTED HRS.							104

AUGUST

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1							2
2	2	4	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	4	4	2
5	2	4	4	4	4	4	2
6	2	4					
PROJECTED HRS.							104

SEPTEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			4	4	4	4	2
2	2	0	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	4	4	2
5	2	4	4	4			
6							
PROJECTED HRS.							100

OCTOBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					4	4	2
2	2	4	4	4	4	4	2
3	2	0	4	4	4	4	2
4	2	4	4	4	4	4	2
5	2	4	4	4	4	4	2
6							
PROJECTED HRS.							102

NOVEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	4	4	4	4	4	2
2	2	4	4	0	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	0	0	2
5	2	4					
6							
PROJECTED HRS.							90

DECEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			4	4	4	4	2
2	2	4	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	4	0	2
5	2	4	4	4	4		
6							
PROJECTED HRS.							104

JANUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						0	2
2	2	4	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	0	4	4	4	4	2
5	2	4	4	4	4	4	2
6							

PROJECTED HRS.

94

FEBRUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	4	4	4	4	4	2
2	2	4	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	4	4	2
5	2	4					
6							

PROJECTED HRS.

102

MARCH

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			4	4	4	4	2
2	2	4	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	4	4	2
5	2	4	4	4	4		
6							

PROJECTED HRS.

108

APRIL

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						4	2
2	2	4	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	4	4	2
5	2	4	4	4	4	4	2
6							

PROJECTED HRS.

102

MAY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	4	4	4	4	4	2
2	2	4	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	4	4	2
5		0	4				
6							

PROJECTED HRS.

100

JUNE

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				4	4	4	2
2	2	4	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	4	4	2
5	2	4	4	4	4		
6							

PROJECTED HRS.

104

TOTAL HOURS 1,214
 REGULAR HOURS 1,214
 HOLIDAY HOURS 0

Southside Library

JULY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				9.5	9.5	0.0	7.5
2	4	9.5	9.5	9.5	9.5	7.5	7.5
3	4	9.5	9.5	9.5	9.5	7.5	7.5
4	4	9.5	9.5	9.5	9.5	7.5	7.5
5	4	9.5	9.5	9.5	9.5	7.5	
6							
PROJECTED HRS.							247

AUGUST

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1							7.5
2	4	9.5	9.5	9.5	9.5	7.5	7.5
3	4	9.5	9.5	9.5	9.5	7.5	7.5
4	4	9.5	9.5	9.5	9.5	7.5	7.5
5	4	9.5	9.5	9.5	9.5	7.5	7.5
6	4	9.5					
PROJECTED HRS.							249

SEPTEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			9.5	9.5	9.5	7.5	7.5
2	4	0.0	9.5	9.5	9.5	7.5	7.5
3	4	9.5	9.5	9.5	9.5	7.5	7.5
4	4	9.5	9.5	9.5	9.5	7.5	7.5
5	4	9.5	9.5	9.5			
6							
PROJECTED HRS.							238

OCTOBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					9.5	7.5	7.5
2	4	9.5	9.5	9.5	9.5	7.5	7.5
3	4	0.0	9.5	9.5	9.5	7.5	7.5
4	4	9.5	9.5	9.5	9.5	7.5	7.5
5	4	9.5	9.5	9.5	9.5	7.5	7.5
6							
PROJECTED HRS.							243

NOVEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	4	9.5	9.5	9.5	9.5	7.5	7.5
2	4	9.5	9.5	0.0	9.5	7.5	7.5
3	4	9.5	9.5	9.5	9.5	7.5	7.5
4	4	9.5	9.5	9.5	0.0	0.0	7.5
5	4	9.5					
6							
PROJECTED HRS.							215

DECEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			9.5	9.5	9.5	7.5	7.5
2	4	9.5	9.5	9.5	9.5	7.5	7.5
3	4	9.5	9.5	9.5	9.5	7.5	7.5
4	4	9.5	9.5	9.5	9.5	0.0	7.5
5	4	9.5	9.5	9.5	9.5		
6							
PROJECTED HRS.							249

Municipal Airport

JULY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					10	10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5	9.5		10	10	
6							
PROJECTED HRS.							254

AUGUST

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1							10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5	9.5		10	10	10
6	9.5	9.5					
PROJECTED HRS.							263

SEPTEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			9.5		10	10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5	9.5				
6							
PROJECTED HRS.							244

OCTOBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					10	10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5	9.5		10	10	10
6							
PROJECTED HRS.							264

NOVEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	9.5	9.5	9.5		10	10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5					
6							
PROJECTED HRS.							253

DECEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			9.5		10	10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5	9.5		10		
6							
PROJECTED HRS.							254

JANUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5	9.5		10	10	10
6	9.5						
PROJECTED HRS.							264

FEBRUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		9.5	9.5		10	10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	10	9.5					
6							
PROJECTED HRS.							244

MARCH

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			9.5		10	10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5	9.5		10		
6							
PROJECTED HRS.							254

APRIL

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5	9.5		10	10	10
6							
PROJECTED HRS.							254

MAY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	9.5	10	10		10	10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5	9.5				
6							
PROJECTED HRS.							264

JUNE

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					10	10	10
2	9.5	10	9.5		10	10	10
3	9.5	10	9.5		10	10	10
4	9.5	10	9.5		10	10	10
5	10	10	9.5		10		
6							
PROJECTED HRS.							247

TOTAL HOURS 3,059
 REGULAR HOURS 2,980.5
 HOLIDAY HOURS 78.5

APPENDIX B
Campaign Contribution Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Names of Applicable Public Official: Board Members of the Santa Fe Solid Waste Management Agency's Joint Powers Board - Santa Fe City Councilors and Mayor, Santa Fe County Commissioners

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

APPENDIX C
Living Wage Ordinance



City of Santa Fe Living Wage Ordinance

**PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2015 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF**

**\$10.84
PER HOUR**

Santa Fe's Living Wage

- **Living Wage Ordinance establishes minimum hourly wages.**
- **2015 Living Wage increase corresponds to the increase in the Index (CPI).**
- **Required to have a business license or registration from the City of Santa Fe. All businesses operating within the City of Santa Fe must pay at least the adjusted 2015 Living Wage to employees working within the Santa Fe city limits.**

Who is Required to Pay the Living Wage?

- **Full-time permanent workers employed by the City;**
- **Contractors, subcontractors, and vendors, including those who are not registered with the City, that have a contract requiring the performance of a significant number of goods;**
- **Businesses receiving financial assistance relating to economic development in the form of grants, loans, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;**
- **Businesses required to have a business license or registration from the City; and**
- **Businesses, except for those whose primary source of funds is from federal or state grants, that customarily receive more than one hundred dollars (\$100) per employee per month in commissions, any tips or commissions received and retained by the employee. For tipped workers, all tips received by such workers are retained by the employee, except that the pooling of tips among workers shall be permitted.**



Ordenanza de Salario Mínimo Para la ciudad de Santa Fe

**EFFECTIVO DESDE EL DÍA PRIMERO DE MARZO DE 2015
PARA TODOS LOS TRABAJADORES QUE LABOREN
DENTRO DE LOS LÍMITES DE LA CIUDAD DE SANTA FE
EL SALARIO MÍNIMO ESTABLECIDO QUE DEBERÁ SER
PAGADO ES DE**

**\$10.84
POR HORA**

Salario Mínimo para la ciudad de Santa Fe

- La ciudad de Santa Fe establece salario mínimo por hora.
- Desde el primer día de marzo de 2015 el incremento de salario, corresponde con el aumento en el índice del consumidor (IPC).
- Los trabajadores que requieren, por ley, tener una licencia o registro de la ciudad de Santa Fe, recibirán al menos el salario ajustado de 2015 a los empleados de todas las horas dentro de los límites de la ciudad de Santa Fe.

¿Quién está obligado a pagar el salario?

- Los trabajadores a tiempo completo permanentes contratados por la ciudad;
- Los trabajadores de la ciudad, tiene un contrato que requiere la prestación de un servicio, pero no de compras de mercancías;
- Los trabajadores que reciben asistencia en relación con el desarrollo económico en forma de becas, subvenciones o préstamos de préstamos o bonos industriales de ingresos superiores a 25 mil dólares al año de duración de la beca de ciudad o de subvención;
- Los trabajadores que no cuentan con la licencia o el registro de la ciudad; y
- Los trabajadores que trabajan para fines de lucro, con excepción de aquellos cuya principal fuente de fondos proviene de fondos Medicaid.
- Los trabajadores que habitualmente reciben más de cien dólares (\$100) por mes en consejos de honorarios o comisiones recibidas y retenida por un trabajador serán contados como trabajadores de la ciudad hacia la satisfacción de los salario siempre que, para los trabajadores de la ciudad todos los consejos recibidos por estos trabajadores son retenidos por los trabajadores de la ciudad que se permitirá la puesta en común de consejos entre los trabajadores.

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide the following highly visible uniformed security services for the City at the Santa Fe Municipal Parking Facilities, Libraries, Community Convention Center, City Hall, Municipal Court and Santa Fe Trails:

A. Post uniformed security ("Employee") at the Santa Fe Municipal facilities described above with duty locations and times as designated by the Division Director or designee. The employee shall: (1) remain visible and accessible to the public at all times and take direction from the Santa Fe Municipal Facilities Operations Manager or his designee; (2) provide assistance in security or safety related situations when needed; (3) confront suspicious activity diplomatically without altercation; (4) use reasonable efforts to deter, or when absolutely necessary, detain persons observed attempting to gain or gaining unauthorized access to a facility or vehicles in the parking area; (5) provide reports on all activity, and when necessary, follow-up on incidents to their conclusion including court appearances; (6) cooperate with and assist law enforcement agencies in connection with crimes committed at, near or effecting the assigned area; (7) maintain the scene of a crime to protect possible evidence in accordance with established procedures; (8) report all safety hazards, burned out light bulbs, and doors or gates that

have malfunctioned; (9) control traffic, the ingress and egress of patrons, and provide assistance as needed; (10) notify the Santa Fe Dispatch/ Regional Emergency Communications Center of a need for police, fire or medical assistance; (11) perform related duties and responsibilities as assigned by the Sites manager, and (12) times of service are outlined in the Hours of Operation attached hereto as Exhibit "A". The hours are subject to change upon five (5) business days written notice by the City to the Contractor, although emergency situations may require shorter notice.,

B. Require of Contractor's employees to notify parking personnel of individuals who park illegally and to maintain radio and phone contact as directed by the Site Manager for the duration of the employee's shift. Radio and pager will be provided by the Contractor.

C. Perform a minimum of ten (10) scheduled or unscheduled security inspections in the municipal buildings assigned including both secure and non-secure public areas.

D. Comply with each and every Specification set forth in the RFP # [insert] pages , including but not limited to: 1) the Contractor shall submit to the City, within seven (7) days prior to the commencement of service, a background investigation report for all personnel assigned to the City under the terms of this agreement; 2) the City reserves the right, if the City finds a Contractor's employee unsuitable or unfit for assigned duties, to direct the Contractor to cease the assignment of that particular employee to any City work; and 3) the City reserves the right to interview and approve, or reject all Contractor's employees, prior and subsequent to report date, and all Contractor's employee personnel files shall be made available to the City upon request, for periodic inspection.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

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 or crime of moral turpitude.

D. At no time shall the Contractor or its employees 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.

E. Contractor shall assign one employee as its Contract manager 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 Santa Fe Municipal Operation Manager or designated representative regarding the services rendered or services to be rendered under this Agreement.

F. Contractor shall submit to the City, a complete background investigation report for all personnel assigned to the City under the terms of this Agreement, 7 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.

G. 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 at City sites, under the terms of this Agreement.

H. Contractor shall assign personnel who have the same comparable training levels and following qualifications:

- (1) Trained knowledgeable employees that are licensed, with excellent backgrounds. 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.

- (2) Must possess adequate training to provide the services and a minimum of six (6) months experience in police science or security service.

- (3) Ability to read and write English, particularly in emergency situations requiring clear and definitive articulation to assure confidence, control and safety to those involved.

- (4) Possess the ability to pass an annual physical fitness examination, including but not limited to drug and alcohol testing, by a licensed physician.

(5) Possess CPR and FIRST AID certification as set forth by the American Red Cross or equivalent association.

(6) Possess a valid appropriate driver's license.

I. Deliver to the City, no less than 24 hours 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.

J. Contractor shall provide an on-going advanced officer training program with the curriculum mutually agreed upon between the City and the Contractor, reflecting changes in law, regulations, customer relations, corporate policies, etc.

K. Supply all standard uniforms to its employees and assure that they are regularly cleaned and maintained.

L. Supply, at its own expense, all equipment as is mutually agreed upon between the City and the Contractor, in order to meet the requirements of this Agreement. The Contractor will provide the necessary radio equipment as mutually agreed for communication.

M. Registered, and be 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.

N. 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.

O. Submit all incident reports, logs or ledgers relating to this Agreement to the City or its designated representatives on a daily basis, Monday through Friday, or upon request.

P. Respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.

Q. Require 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.

R. 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.

S. Provide copies of timesheets with signatures from each City Site Manager and Contractor's signing authority, for each location assigned under the terms and conditions of this Agreement at the time of invoice. The City shall not consider an invoice for payment of services without the master log for each location.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed _____dollars (\$_____),plus/ inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of _____ dollars (\$_____) per hour for each regular security guard posted and _____(\$_____) per hour for armed security guard and _____ (\$_____) for roving patrol, which includes the cost of the vehicle and all equipment for each security guard. An additional sum of twenty five thousand dollars (\$ 25,000) is encumbered in the event that additional security service is required for emergencies, holidays and special events.

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

paid on behalf of the City will be reimbursed to the Contractor as part of the monthly invoice submitted by the Contractor for services rendered per this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed on a Monthly basis.

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.

6. OPTION TO RENEW

The City at its sole discretion retains the option to extend the initial Term of this Agreement for up to two (2) additional one (1) year Terms upon satisfactory performance by the contractor

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

(3) Compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. The contractor may terminate this Agreement by giving the City a written notice of Termination a minimum of one hundred and twenty (120) days in advance.

8. 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.

9. 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.

10. 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.

11. ASSIGNMENT; SUBCONTRACTING

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

12. 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.

13. INSURANCE

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

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

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of

insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

14. INDEMNIFICATION

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

15. 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.

16. 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.

17. 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.

18. 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.

19. AMENDMENT

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

20. 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.

21. 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.

22. 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.

23. NOTICES

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

City of Santa Fe:

Contractor:

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

CITY OF SANTA FE:

CONTRACTOR:

MAYOR/CITY MANAGER

NAME AND TITLE

DATE:_____

DATE:_____

CRS#_____

City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

FINANCE DIRECTOR

Business Unit Line Item