



CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

Youth Worker and Training Program for
Watershed and Storm Water Improvements

RFP #16/20/P

PROPOSAL DUE:

FEBRUARY 25, 2016

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD

BUILDING "H" SANTA FE,

NEW MEXICO 87505

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Attachments:

1. Instructions Relating to Local Preference Certification Form
2. Local Preference Certification Form
3. Resident Veterans Preference Form
4. Santa Fe River and Watershed Improvements, Youth Work Daily Log (Exhibit A)
4. Work Hour and Project Cost Worksheet (Exhibit B)
5. Sample Contract (Exhibit C)
6. Minimum Wage Ordinance (Exhibit D)

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '16/20/P

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, February 25, 2016.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

Youth Worker and Training Program for
Watershed and Storm Water Improvements

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

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

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



Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 01/19/16
To be published on: 01/25/16

Received by the Albuquerque Journal Newspaper on: 01/19/16
To be published on: 01/25/16

PROPOSAL SCHEDULE

RFP # '16/20/P

- | | | |
|----|---|---|
| 1. | Advertisement | January 25, 2016 |
| 2. | Issuance of RFP'S: | January 25, 2016 |
| 3. | Pre-proposal Conference | February 3, 2016 at 2:00 pm
500 Market Place
Engineering Conference Rm. |
| 4. | Receipt of Proposals: | February 25, 2016
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: | March 1, 2016 |
| 6. | Interviews (if required): | March 7, 2016 |
| 7. | Recommendation of award
to Public Works: | March 28, 2016 |
| 7. | Recommendation of award
to Finance: | April 4, 2016 |
| 9. | Recommendation of award
to Council: | April 13, 2016 |

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

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit one original and seven copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, February 25, 2016.

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

Proposal number: '16/20/P

Title of the proposal: Youth Worker and Training Program for Watershed and Storm Water Improvements

Name and address of the proponent:

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

2. PREPARATION OF PROPOSAL

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

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

3. ADDENDA AND INTERPRETATIONS

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

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

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

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

4. LAWS AND REGULATIONS

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

5. METHOD OF AWARD

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

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

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

**7. RESIDENT, LOCAL and RESIDENT 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 BIDDERS

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978). To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

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

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

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

NON-APPLICATION-COMPETING IN-STATE BIDDERS

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

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

APPLICATION FOR LOCAL PREFERENCE

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

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

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

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

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

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

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

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

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the City, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

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

Limitation. No offeror shall receive more than a 5% for resident and 8% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved

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

New Mexico Resident Preference Number (if applicable)_____

8. PROTESTS AND RESOLUTIONS PROCEDURES

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

SPECIAL CONDITIONS

1. GENERAL

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

2. ASSIGNMENT

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

3. VARIATION IN SCOPE OF WORK

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

4. DISCOUNTS

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

5. TAXES

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

6. INVOICING

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

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

7. METHOD OF PAYMENT

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

8. DEFAULT

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

9. NON-DISCRIMINATION

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

10. NON-COLLUSION

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

PROGRAM DESCRIPTION AND SCOPE OF SERVICES '16/20/P

I. OVERVIEW

Background

The community of Santa Fe was founded on the banks of the Santa Fe River for the river's life-giving flows. As the city has grown, and dams were constructed upstream to manage the city's water supply, the river's course had become increasingly dry and neglected. Today, this pattern of neglect is being reversed as the City of Santa Fe, in collaboration with local non-profits, Santa Fe County, the State of New Mexico and other entities, has begun a concerted effort to restore the river as a more integral – and attractive – feature within the community. The City of Santa Fe's governing body recognizes that in working to restore vitality to the Santa Fe River and its watershed, we can also engage our community's youth to develop a greater understanding of the watershed's functions, maintenance, and restoration processes.

Restoring vitality to the Santa Fe River and its watershed involves a number of valuable tasks and projects, the implementation of which can provide important learning opportunities for youth workers. As efforts to improve the Santa Fe River's watershed continue and grow, young people involved in the effort will gain pride in their home and in the sweat equity they invest to improve it. At the same time, the entire community will find new open spaces within the city that provide natural havens for wildlife, and provide safe, clean corridors where people can enjoy recreation and nature.

Providing employment opportunities for youth in the planning and construction of storm water management and watershed improvement projects integrates the objectives of youth workforce development, the creation of more meaningful opportunities for our youth, effective storm water management and improved watershed function in ways that benefit of our entire community.

II. SCOPE OF SERVICES

A. Primary Activities and Work Plans

The selected Contractor shall:

1. Recruit, hire, train and supervise youth workers (suggested age range for the youth workers is 16 to 24 years of age) to perform river and watershed clean-up and restoration activities; work with staff of Public Works River, Watershed and Trails Department, and City's Streets and Drainage Division to implement storm water improvement projects; participate in

other work projects as may be requested by the City of Santa Fe Public Works Department and City of Santa Fe Parks and Recreation.

2. Provide adequate and appropriate training and supervision of employees. The contractor must maintain a ratio of at least one qualified and senior, supervisory staff person per ten (10) youth workers at all times. The qualified supervisor must have specific knowledge appropriate to the work: e.g., knowledge of plant identification, pruning and planting techniques; ability to recognize erosion symptoms and implement appropriate interventions; familiarity with techniques for handling of bio-hazardous materials; and must be capable of directing the youth workers in a safe, effective and efficient manner.

The contractor shall ensure adequate staffing levels so that no unnecessary strain is placed upon City staff and departmental resources;

3. Obtain any permits and permissions that may be required. The Contractor must comply with applicable codes, laws and standards, including but not limited to those in force under: the City of Santa Fe, Santa Fe County, New Mexico Environment Department, FEMA, Army Corps of Engineers, and other federal or local agency requirements as appropriate.
4. Coordinate and collaborate with City of Santa Fe staff to support City projects and programs for Santa Fe River and watershed restoration, stormwater management and other public works projects as may be agreed upon by the City and the Contractor.

B. Supplies, Equipment, Materials

The Contractor must possess/provide the supplies, tools, equipment and materials appropriate for the implementation of all projects. These shall include but are not limited to:

1. Shovels, rakes, wheelbarrows, pruning tools (and replacements if broken or worn down), trash bags, trash cans;
2. Hard hats, boots, gloves, and any other appropriate safety apparel;
3. Construction materials such as rocks/boulders/gravel, wire products, wood products, fasteners, etc;
4. Sufficient, reliable vehicles to transport all youth workers and their supervisors throughout the contract;

5. Cell phone service for communication in the field;
6. At least one digital camera for documenting work in progress and completed work;
7. Other specialized equipment which may be required from time to time such as rental truck, wood chipper, water tank, and trailer; chain saw (if the contractor can provide a properly trained chain saw operator). City of Santa Fe may be able to provide such equipment on an as-needed basis and as coordinated with the appropriate city department.

Heavy equipment such as earth movers, dump trucks, and lifts may be provided by the City of Santa Fe on an as-needed basis and as coordinated with the appropriate city department.

C. Coordination with City of Santa Fe Staff

1. Upon selection of the Contractor an initial meeting will be held with the City and Contractor to establish agreements for effective coordination between the two parties.
2. Regular meetings will be scheduled for coordination, to review progress and upcoming, planned activities, and to make any timely modifications to work plans.
3. City departments, divisions and programs that the Contractor may be asked to work with include the Public Works Dept., the Parks and Recreation Division, Streets and Drainage, Storm Water Management, Constituent Services and the Adopt-the-River program.
4. Additional work that the Contractor may be called upon to perform includes preparation for the Fishing Derby, fabrication and installation of signs, trash can installation, graffiti removal, refilling pet waste bag dispensers, cleaning and clearing of streets, sidewalks and other public spaces.
5. City staff will review work plans and design documents. If extensive technical review is required, the City may back-charge the contractor for review services.

D. Reporting Requirements

1. Daily work completed will be documented using the "Storm Water and Watershed Improvements, Daily Worker Log and Daily Job Log." See Exhibit A.

Contractor's senior, supervisory staff will be in frequent contact with the City's river and watershed coordinator, as initiated by the Contractor, to report on day-to-day progress and discuss future plans.

2. Contractor shall prepare a summary, monthly progress report that shall include the periodic invoice, employee work hour reports, summaries of work performed. Submittal of digital photos of work in progress and completed, while not required, are also desirable.

E. Applications for Payment

Applications for Payment shall include:

- a. An invoice;
- b. Employee work hour reports for the time period being invoiced;
- c. Copies of daily activity logs documenting the nature and locations of the work performed; plus other information including number of Contractor's employees, dates and hours worked, city staff involved.

SUBMITTAL REQUIREMENTS

SUBMITTAL PACKET

One original plus six copies of the proposal packet shall be submitted. The packet should be as concise as possible. The submittal should include the contractor's work team members' names and a detailed staff work-hour estimate for each project phase for all services to be performed including supplemental services. The work-hour estimate will be used to evaluate the proponents' level of understanding of the described project, the completeness of level of effort proposed to accomplish the work and the amount of work to be performed by the Contractor versus sub-contractors or sub-consultants (if any).

WORK-HOUR AND FEE PROPOSAL WORKSHEET

Provide a worksheet showing a breakdown of program labor costs and fees. Include labor hours and rates, administrative costs, etc. See Exhibit B for a sample worksheet.

The worksheet will be used to evaluate the proponents' level of understanding of the work and value of the service provided.

STATEMENT OF QUALIFICATIONS

Proposals shall provide responses to the following items to describe the Contractor organization's structure, capabilities, specialties, experience, and local knowledge.

Organizational Data

1. Official Name of Business/Organization
2. Types of services provided
3. Legal Form
 - a. Not-for-Profit, individual, partnership, corporation, joint venture, or other
 - b. Date of establishment under current name.
 - c. Former names, locations, dates.
 - d. Names, titles, addresses of executive director and board members.
 - e. Categories in which firm is legally qualified to do business in New Mexico.
4. Organization Size – State the current number and type of regular, full time employees in office or facility that would be performing the work for this project. How long have these employees been with the organization?
5. Facilities – Describe the office or facility that would be performing the work for this project. Describe field facilities and equipment available for use on this project. State the location of each.

Workload

Describe the organization's current workload (particularly in the office that will manage this project). Provide names, locations, and clients for each project. List those in your organization who are assigned to these projects that will also be assigned to the proposed work.

Knowledge of Local Conditions

Demonstrate recent knowledge and experience with City Public Works Department, neighborhoods, local boards and commissions, community awareness, historic sensitivity, local design practices, local construction methods, conditions & seasonal requirements, and cost estimating in the general project area.

Experience

Discuss recent experience of the organization and project team on projects similar to the type of work proposed. List particular projects, their completion dates in comparison to original schedule, costs vs. budget, owner/client, and references (including telephone numbers). Include photographs of completed projects. Describe your firm's expertise and familiarity with procedural and regulatory requirements on these kinds of projects. If the proposing contractor is going to use other consulting businesses/organizations to accomplish parts of the work, list the business/organization, its location, the licensed professional at the business/organization who would be responsible for the work and their area of expertise.

Project Team and Related Experience

1. Present the organizational chart for the Contractor's team for the job skills training and watershed improvements program, the names of the specific team members, with their assigned tasks and qualifications, and the percent of time they will be assigned to the project.
2. Describe the management plan for coordinating staff schedules and supervisory schedules for delivery of the program activities safely, on schedule and within budget.
3. Should the organization be invited for personal interview, the City requires the principal and key personnel, who will be assigned to the project, be present, be introduced, and participate in the interview.

RESUMES

For sake of uniformity, submit the resumes of key members of the Contractor's project team, including subcontractors if any, using the following format:

- Name and Title
- Specialized Professional Competence
- Current Responsibilities
- Representative Project Assignments with Contractor
- Representative Project Assignments for Other Identified Employers
- Professional Background, Education

PROPOSAL FORM

For uniformity of review and evaluation of proposals, use the following format in preparing your proposal:

- A. Table of Contents
- B. Work Hour and Fee Proposal Worksheet
- C. Statement of Qualifications (Organization Data, Work Load, Knowledge of Local Conditions, Experience including past experiences on similar projects, Project Team Description & Organizational Chart, Associations)
- D. Any Additional Pertinent Information
- E. Resumes
- F. Liability Insurance Certificate

The proposal shall be limited to 20 pages for item “A” through “D”. The smallest acceptable font size is 12 point with nominal 1” margins and normal line spacing. Bear in mind that there is a practical limit to how much material selection team members can review in a limited time. Label each item clearly.

NOTE: PROPOSALS NOT CONFORMING TO THE SUBMITTAL REQUIREMENTS MAY BE CONSIDERED NON-RESPONSIVE AND MAY NOT EVALUATED.

LIABILITY INSURANCE

All firms wishing to provide professional engineering design services on City projects must carry standard liability Insurance in the minimum amount of \$1,000,000.00. No additional direct or reimbursable expense is allowed under Professional Services Agreements for this standard coverage. Insurance certificates shall apply to prime consultants only and must be attached to the proposal.

COMPLIANCE WITH CITY OF SANTA FE MINIMUM 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 as Exhibit D. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the Ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

EVALUATION CRITERIA & WEIGHTED VALUES

RFP# '16/20/P

PROJECT: Job Skills Training for Santa Fe Youth through Storm Water Management and Watershed Improvements

NAME OF CONTRACTOR ORGANIZATION: _____

EVALUATION CRITERIA:

The contractor selection will be based upon evaluation of the proposal and the contractor firm relative to the evaluation criteria.

Proposal Component	Weighted Value	Evaluation Points (1 = low, 10 = High)	Total Score	Max Score
<p>Work Hour and Fee Proposal: Consider the values of the overall fee, wage rates, administrative costs and cost of work delivered. Is all information provided, e.g., wage rate unit costs, administrative costs, overhead if any?</p>	20			200
<p>Organizational Data: Is the information complete? Consider organization's longevity, stability and legal status. Size of organization? Type of facilities?</p>	10			150
<p>Workload: Consider current workload, organizational capacity, and ability of organization to take on new work.</p>	10			100
<p>Knowledge of Local Conditions: Are the organization, staff and board of directors familiar with local neighborhood issues, project sites, local design and construction practices? Consider familiarity with the City of Santa Fe Public Works, environmental and regulatory requirements.</p>	15			150

Experience, Organization: Consider the degree to which the organization has a demonstrated a history of providing relevant services safely and of good quality.	20			
Experience, Staff: Consider degree to which identified staff members possess relevant skills and experience.	15			
Overall Quality of Proposal: Is the required information included. Are the proponent's experience, approach and capabilities conveyed well?	10			
Total Score	100			1000
Multiply the Total Score by factor of 1.10 if company has an approved local preference certification form included with proposal:				

Please do not minimize the importance of an adequate response in any area.

SELECTION COMMITTEE EVALUATOR

SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____

DEPARTMENT & DIVISION: _____

EVALUATION COMMITTEE MEMBERS

The committee may consist of representatives from the following departments/divisions:

1. Finance Department
 - Purchasing Division or Representative
2. Public Works Department
 - Streets and Drainage Division Representative
 - Stormwater Division Representative
 - Engineering Division-River, Watershed & Trails Representative
 - Engineering Division -Inspections & Enforcement or Other
3. Parks & Recreation Division Representative
4. Public Utilities Department / Water Division

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

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

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

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

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____

Street Address City State Zip Code

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

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

CERTIFICATION

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

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn before me by _____ this _____, day of _____

My commission expires _____

Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOU OFFER

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only:

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

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

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

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2012.

NOTARY PUBLIC

My Commission Expires:

Exhibit A

Santa Fe River and Watershed Improvements,
Daily Worker Log and Daily Job Log

Daily Job Log			
Date	Job location and description (also provide name of city contact person for this particular job assignment/request)	Number of workers	Duration, hours
	On-site crew supervisor – printed name, signature and date:		

Exhibit B

Work Hour and Project Cost Worksheet

WORK-HOUR AND FEE PROPOSAL WORKSHEET

Staff member	hours	rate	total cost
Program manager			
Administrator			
Field supervisor 1			
Field supervisor 2			
Youth worker 1			
Youth worker 2			
Sub-contractor, sub-consultant (if any)			
Total hours and sub-total cost:			
Administrative fees (e.g., overhead charge if any)			
Total Fee Proposal			

Exhibit C

Sample Contract, Professional Services Agreement

FOR RFP PURPOSES ONLY

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

A. The Contractor shall provide the services for the City with regard to the Youth Worker and Training Program for Watershed and Stormwater Improvements (the "Project"), in conjunction with EXHIBIT "A", attached hereto and made a part thereof.

B. The City shall issue to the Contractor a written authorization to proceed for each project assignment or task. If the times for completion of any project assignment or task are exceeded for reasons beyond the control of the Contractor, then the parties may agree to amend the schedule to extend the time within which Contractor shall complete the project or phase thereof.

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.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed _____ dollars (\$_____), per fiscal year, plus/inclusive of applicable gross receipts taxes in total for the term of this agreement.

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

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed and in accordance with the Unit Rate Schedule, as described in EXHIBIT "B", attached hereto and made a part thereof. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on _____ 2020 , which is four (4) years hence from the date of signature, unless terminated sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

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

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

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any

obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within 10 days of cancellation for any reason. The Contractor shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages,

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
City of Santa Fe

Contractor:

Engineering Division Director
Attn: John J. Romero, PE
P.O. Box 909
Santa Fe, New Mexico 87504-0909

23. EXHIBITS

The following Exhibits are attached to and made a part of this agreement:

Exhibit A – Scope of Work

Exhibit B – Unit Rate Schedule

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

CITY OF SANTA FE:

CONTRACTOR:

JAVIER M. GONZALES, MAYOR

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____
CITY OF SANTA FE BUSINESS
REGISTRATION# _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 12/7/15

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

Varies
Business Unit/Line Item

Exhibit A
Scope of Services

SCOPE OF SERVICES

A. Primary Activities and Work Plans

1. Recruit, hire, train and supervise youth workers (suggested age range for the youth workers is 16 to 24 years of age) to perform river and watershed clean-up and restoration activities; work with staff of the Engineering Division-River, Watershed & Trails, City's Streets and Drainage Division to implement storm water improvement projects; participate in other work projects as may be requested by the City of Santa Fe Public Works Department;
2. Provide adequate and appropriate training and supervision of employees. The contractor must maintain a ratio of at least one qualified and senior, supervisory staff person per ten (10) youth workers at all times. The qualified supervisor must have specific knowledge appropriate to the work: e.g., knowledge of plant identification, pruning and planting techniques; ability to recognize erosion symptoms and implement appropriate interventions; familiarity with techniques for handling of bio-hazardous materials; and must be capable of directing the youth workers in a safe, effective and efficient manner. Submittal of resume for supervisor is required to ensure adequate certification or training exists.

The contractor shall ensure adequate staffing levels so that no unnecessary strain is placed upon City staff and departmental resources; Contractor shall verify work completed by crews.

3. Obtain any permits and permissions that may be required. The Contractor must comply with applicable codes, laws and standards, including but not limited to those in force under: the City of Santa Fe, Santa Fe County, New Mexico Environment Department, FEMA, Army Corps of Engineers, and other federal or local agency requirements as appropriate.
4. Coordinate and collaborate with City of Santa Fe staff to support City projects and programs for Santa Fe River and watershed restoration, stormwater management and other public works projects as may be agreed upon by the City and the Contractor.

B. Supplies, Equipment, Materials

The Contractor must possess/provide the supplies, tools, equipment and materials appropriate for the implementation of all projects. These shall include but are not limited to:

1. Shovels, rakes, wheelbarrows, pruning tools (and replacements if broken or worn down), trash bags, trash cans;

2. Hard hats, boots, gloves, and any other appropriate safety apparel;
3. Construction materials such as rocks/boulders/gravel, wire products, wood products, fasteners, etc;
4. Sufficient, reliable vehicles to transport all youth workers and their supervisors throughout the contract;
5. Cell phone service for communication in the field;
6. At least one digital camera for documenting work in progress and completed work;
7. Other specialized equipment which may be required from time to time such as rental truck, wood chipper, water tank, and trailer; chain saw (if the contractor can provide a properly trained chain saw operator). City of Santa Fe may be able to provide such equipment on an as-needed basis and as coordinated with the appropriate city department.

Heavy equipment such as earth movers, dump trucks, and lifts may be provided by the City of Santa Fe on an as-needed basis and as coordinated with the appropriate city department.

C. Coordination with City of Santa Fe Staff

1. Upon selection of the Contractor an initial meeting will be held with the City and Contractor to establish agreements for effective coordination between the two parties.
2. Regular meetings will be scheduled for coordination, to review progress and upcoming, planned activities, and to make any timely modifications to work plans.
3. City departments, divisions and programs that the Contractor may be asked to work with include the Public Works Dept., the Parks & Recreation Division, Streets and Drainage, Stormwater Management, Constituent Services and the Adopt-the-River program.
4. Additional work that the Contractor may be called upon to perform includes preparation for the Fishing Derby, fabrication and installation of signs, trash can installation, graffiti removal, refilling pet waste bag dispensers, cleaning and clearing of streets, sidewalks and other public spaces.

5. City staff will review work plans and design documents. If extensive technical review is required, the City may back-charge the contractor for review services.

D. Reporting Requirements

1. Daily work completed will be documented using the "Storm Water and Watershed Improvements, Daily Worker Log and Daily Job Log."

Contractor's senior, supervisory staff will be in frequent contact with the City's river and watershed coordinator, as initiated by the Contractor, to report on day-to-day progress and discuss future plans.

2. Contractor shall prepare a summary, monthly progress report that shall include the periodic invoice, employee work hour reports, summaries of work performed. Submittal of digital photos of work in progress and completed.

E. Applications for Payment

Applications for Payment shall include:

- a. An invoice;
- b. Employee work hour reports for the time period being invoiced;
- c. Copies of daily activity logs documenting the nature and locations of the work performed; plus other information including number of Contractor's employees, dates and hours worked, city staff involved.



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

- The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- The March 1, 2015 Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted 2015 Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- The City to all full-time permanent workers employed by the City;
- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, 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
- Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
- For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.



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 01 de Marzo de 2015 el incremento de salario, corresponde con el aumento en el índice de precios al consumidor (IPC).
- Todos los empleadores requieren, por ley, tener una licencia o registro de la ciudad de Santa Fe, deben pagar al menos el salario ajustado de 2015 a los empleados de todas las horas trabajadas dentro de los límites de la ciudad de Santa Fe.

¿Quién está obligado a pagar el salario?

- La ciudad a todos los trabajadores a tiempo completo permanentes contratados por la ciudad;
- Contratistas para la ciudad, tiene un contrato que requiere la prestación de un servicio, pero excluyendo las compras de mercancías;
- Empresas reciben asistencia en relación con el desarrollo económico en forma de becas, subsidios, garantías de préstamos o bonos industriales de ingresos superiores a 25 mil dólares (\$25,000) para la duración de la beca de ciudad o de subvención;
- Empresas requieren contar con la licencia o el registro de la ciudad; y
- Organizaciones sin fines de lucro, con excepción de aquellos cuya principal fuente de fondos es de exenciones de Medicaid.
- Para los trabajadores que habitualmente reciben más de cien dólares (\$100) por mes en consejos o comisiones, consejos o comisiones recibidas y retenida por un trabajador serán contados como salarios y acreditados hacia la satisfacción de los salario siempre que, para los trabajadores reciben propinas, todos los consejos recibidos por estos trabajadores son retenidos por los trabajadores, salvo que se permitirá la puesta en común de consejos entre los trabajadores.